TERMS & CONDITIONS

NEGOTIATED RATE ARRANGEMENT (NRA) PURSUANT TO 46 C.F.R. PART 532

RATE NOT GUARANTEED UNTIL BOOKING IS CONFIRMED

RATE VALID FOR 7 DAYS FROM DATE OF QUOTATION. RATES ARE SUBJECT TO CHANGE WITHOUT NOTICE AFTER EXPIRATION.

RATE SUBJECT TO EQUIPMENT AND VESSEL AVAILABILITY

RATE ALLOWS TWO (2) HOURS FREE TIME AT LOADING; $120 USD/HR DETENTION TO APPLY THEREAFTER. SHIPPER RESPONSIBLE FOR ALL DETENTION AND PER DIEM CHARGES ASSESSED BY UNDERLYING OCEAN CARRIER.

RATE EXCLUSIVE OF DEMURRAGE, DETENTION, STORAGE, ETC. BOTH AT ORIGIN AND DESTINATION

RATE EXCLUSIVE OF CUSTOMS EXPENSE, CUSTOMS CLEARANCE, IMPORT DUTY OR FEES, UNLESS OTHERWISE QUOTED

RATE EXCLUSIVE OF ANY ADDITIONAL CHARGES INCURRED DUE TO BORDER DELAY OR CUSTOMS CLEARANCE DELAY

RATE SUBJECT TO FUEL SURCHARGE (BAF/LSF/EBS) ADJUSTMENTS. CARRIER RESERVES THE RIGHT TO RE-BILL SHIPPER FOR ANY FUEL SURCHARGE INCREASES IMPOSED BY THE UNDERLYING OCEAN CARRIER AFTER BOOKING CONFIRMATION. SHIPPER AGREES THAT FUEL SURCHARGES ARE PASS-THROUGH CHARGES AND MAY BE ADJUSTED AT ANY TIME PRIOR TO OR AFTER VESSEL SAILING WITHOUT AMENDMENT TO THIS NRA.

RATE SUBJECT TO TERMS AND CONDITIONS OF SPECIAL LOGISTICS GROUP LLC BILL OF LADING AND TARIFF NO. 027805-001 AVAILABLE AT WWW.BLUE-USA.COM

THIS NRA IS ENTERED INTO PURSUANT TO 46 CFR PART 532. THE RULES, TERMS, AND CONDITIONS GOVERNING THIS SHIPMENT ARE CONTAINED IN CARRIER'S TARIFF NO. 027805-001, PUBLISHED AND AVAILABLE AT WWW.BLUE-USA.COM, WHICH IS INCORPORATED HEREIN BY REFERENCE.

CARRIER'S LIABILITY IS STRICTLY LIMITED AS SET FORTH IN THE BILL OF LADING AND TARIFF. IN NO EVENT SHALL CARRIER BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, OR SPECIAL DAMAGES, LOSS OF PROFITS, OR LOSS OF USE.

SHIPPER MAY PURCHASE MARINE CARGO INSURANCE TO COVER ADDITIONAL RISK

ALL RISK INSURANCE COST .75% OF DECLARED VALUE; $50 MINIMUM

SHIPPER RESPONSIBLE FOR ACCURATE DECLARATION OF GOODS (INCLUDING WEIGHT, MEASUREMENT, VALUE, AND HAZMAT CLASSIFICATION), ALL DOCUMENTATION, AND FULL COMPLIANCE WITH APPLICABLE U.S. AND FOREIGN REGULATIONS, INCLUDING BUT NOT LIMITED TO FTR, EAR, OFAC, AND IMDG CODE.

SHIPPER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS CARRIER AND ITS AGENTS, OFFICERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, FINES, PENALTIES, DAMAGES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) ARISING FROM OR RELATED TO: (A) INACCURATE OR INCOMPLETE CARGO DECLARATIONS; (B) UNDECLARED OR MISDECLARED DANGEROUS GOODS; (C) SHIPPER'S FAILURE TO COMPLY WITH APPLICABLE LAWS OR REGULATIONS; OR (D) SHIPPER'S BREACH OF ANY TERM OF THIS NRA.

CARRIER MAINTAINS A LIEN ON ALL GOODS AND DOCUMENTS FOR UNPAID FREIGHT, CHARGES, DEMURRAGE, DETENTION, AND ANY AMOUNTS DUE UNDER THIS NRA OR THE BILL OF LADING. SUCH LIEN SHALL SURVIVE DELIVERY.

THE FOLLOWING LANGUAGE MEANS THAT SLG IS AUTHORIZED TO FILE YOUR CUSTOMS DOCUMENTS:

SHIPPER HEREBY AUTHORIZES SPECIAL LOGISTICS GROUP LLC TO ACT AS ITS TRUE AND LAWFUL AGENT AND ATTORNEY-IN-FACT TO PREPARE, CERTIFY, AND FILE THE ELECTRONIC EXPORT INFORMATION (EEI) IN THE AUTOMATED EXPORT SYSTEM (AES) ON ITS BEHALF AND TO PERFORM ANY AND ALL ACTS REQUIRED BY LAW OR REGULATION IN CONNECTION WITH THE EXPORTATION OF THE GOODS DESCRIBED HEREIN, INCLUDING BUT NOT LIMITED TO, THE SIGNING OF ANY NECESSARY DOCUMENTS AND MAKING DECLARATIONS AS REQUIRED BY THE FOREIGN TRADE REGULATIONS (FTR). ALL ACTS DONE BY SAID AGENT AND ATTORNEY-IN-FACT BY VIRTUE OF THESE PRESENTS ARE HEREBY RATIFIED AND CONFIRMED.

SHIPPER SHALL BE IDENTIFIED AS THE U.S. PRINCIPAL PARTY IN INTEREST (USPPI) AND PROVIDE ALL INFORMATION FOR FILING AS USPPI OR FOREIGN PRINCIPAL PARTY IN INTEREST (FPPI) (FULL LEGAL NAME, ADDRESS, EIN/CUSTOMS #) AND THE AUTHORIZED AGENT.

THE SHIPPER'S BOOKING OF CARGO AFTER RECEIVING THE TERMS OF THIS NRA OR NRA AMENDMENT CONSTITUTES ACCEPTANCE OF THE RATES AND TERMS OF THIS NRA OR NRA AMENDMENT. THIS NRA SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH FEDERAL MARITIME LAW AND THE LAWS OF THE STATE OF INDIANA. ANY DISPUTE ARISING HEREUNDER SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE FEDERAL COURTS OF THE UNITED STATES OR THE STATE COURTS LOCATED IN ELKHART COUNTY, INDIANA.