



Pinpoint Global Logistics, Ltd. Terms & Conditions of Service These terms and conditions of service constitute a legally binding contract between the “Company” and the “Customer”. In the event the Company renders services and issues a document containing Terms and Conditions governing such services, the Terms and Conditions set forth in such other document(s) shall govern those services.

These Terms and Conditions of Service are subject to change by Pinpoint Global Logistics, Ltd. from time to time upon posting on Pinpoint Global Logistics’ website. The most current and controlling version of the Terms and Conditions of Service are published at <https://www.pglog.biz>.

In tendering a shipment to Pinpoint Global Logistics, Ltd. or otherwise engaging the services of Pinpoint Global Logistics, Ltd. in any other fashion, the “Customer” agrees that these Terms and Conditions of Service apply to that shipment or those services and supersede any alleged or asserted oral agreement, promise, representation, or understanding between the “Parties.”

- 1) Definitions.
  - a. “Company” shall mean Pinpoint Global Logistics, Ltd., its subsidiaries, related companies, agents and/or representatives;
  - b. “Customer” shall mean the person for which the Company is rendering service, as well as its principals, agents and/or representatives, including, but not limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shipper’s agents, insurers and underwriters, break-bulk agents, consignees, etc. It is the responsibility of the Customer to provide notice and copy(s) of these Terms and Conditions of Service to all such agents or representatives;
  - c. “Parties” shall mean Company and Customer, as defined herein.
- 2) Company as agent. The Company acts as the “agent” of the Customer for the purpose of performing duties in connection with the entry and release of goods, post entry services, the filing of export and security documentation on behalf of the Customer and other dealings with Government Agencies, or for arranging for transportation services, or other logistics services in any capacity other than as a carrier: as to all other services, Company acts as an independent contractor.
- 3) Company as Property Broker. Unless otherwise stated explicitly in writing by Company, all ground transportation arranged by Company is undertaken in Company’s role as property broker. Company will arrange for the transportation of property in exchange for payment by using a motor carrier authorized by the FMCSA. Company does not assume responsibility for the property and will not take legal possession of it.
- 4) Limitation of Actions.
  - a. Unless subject to a specific statute or international convention, all claims against the Company for a potential or actual loss, must be made in writing and received by the Company, within 90 days of the event giving rise to claim; the failure to give the Company timely notice shall be a complete defense to any suit or action commenced by Customer.
  - b. All suits against Company must be filed and properly served on Company as follows:
    - i. For claims arising out of ocean transportation, within one year from the date of the loss;

- ii. For claims arising out of air transportation, within 2 years from the date of the loss;
  - iii. For claims arising out of the preparation and/or submission of an import entry(s), within 75 days from the date of liquidation of the entry(s);
  - iv. For any and all other claims of any other type, within 2 years from the date of the loss or damage.
- 5) No Liability for The Selection or Services of Third Parties and/or Routes. Company is authorized to select and engage carriers, truckmen, lightermen, forwarders, customs brokers, agents warehousemen and others, as required, to transport shipments and/or deal with and deliver the goods, all of whom shall be considered the agents of the Customer, and the goods may be entrusted to such agencies subject to all conditions as to limitations of liability for loss, damage, expense, or delay and to all rules, regulations, requirements, and conditions, whether printed, written, or stamped, appearing in bills of lading, receipts, or tariffs issued by such carriers, truckmen, lightermen, forwarders, customs brokers, agents, warehousemen, and others. Unless services are performed by persons or firms engaged pursuant to express written instructions from the Customer, Company shall use reasonable care in its selection of third parties, or in selecting the means and procedure to be followed in the handling, transportation, clearance and delivery of the shipment; advice by the Company that a particular person or firm has been selected to render services with respect to the goods shall not be construed to mean that the Company warrants or represents that such person or firm will render such services nor does Company assume responsibility or liability for any action(s) and/or inaction(s) of such third parties and/or its agents, and shall not be liable for any damage, expense, delay or loss of any kind, which occurs while a shipment is in the custody or control of a third party or the agent of a third party; all claims in connection with the act of a third party shall be brought solely against such party and/or its agents; in connection with any such claim, the Company shall reasonably cooperate with the Customer, which shall be liable for any charges or costs incurred by the Company.
- 6) Quotations Not Binding. Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by the Company to the Customer are for informational purposes only and are subject to change without notice; no quotation shall be binding upon the Company unless the Company in writing specifically agrees to undertake the handling or transportation of the shipment at a specific rate or amount set forth in the quotation and payment arrangements are agreed to between the Company and the Customer. All quotations are subject to change or cancellation by the Company at any time if the Company discovers that the shipment violates any court order, contractual obligations, government agency regulations, or law.
- 7) Reliance On Information Furnished.
  - a. Customer acknowledges that it has a duty to timely furnish to the Company any and all necessary and/or relevant information needed by the Company so that the Company can accurately complete any quoted services or offer transportation guidance to Customer. Customer further acknowledges that it is required to review all documents and declarations prepared and/or filed with U.S. Customs & Border Protection, other Government Agency and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions on any declaration or other submission filed on Customer's behalf;
  - b. In preparing and submitting customs entries, export declarations, applications, security filings, documentation and/or other required data, the Company relies on the correctness of all documentation, whether in written or electronic format, and all

information furnished by Customer; Customer shall use reasonable care to ensure the correctness of all such information and shall indemnify and hold the Company harmless from any and all claims asserted and/or liability or losses suffered by reason of the Customer's failure to disclose information or any incorrect, incomplete or false statement by the Customer or its agent, representative or contractor upon which the Company reasonably relied. The Customer agrees that the Customer has an affirmative non-delegable duty to disclose any and all information required to import, export or enter the goods.

- c. Customer acknowledges that it is required to provide verified weights obtained on calibrated, certified equipment of all cargo that is to be tendered to steamship lines and represents that the Company is entitled to rely on the accuracy of such weights and to counter-sign or endorse it as agent of Customer in order to provide the certified weight to the steamship lines. The Customer agrees that it shall indemnify and hold the Company harmless from any and all claims, losses, penalties or other costs resulting from any incorrect or questionable statements of the weight provided by the Customer or its agent or contractor on which the Company relies.
  - d. Any and all fines or penalties levied against the Company due to misdeclarations on manifest information provided to carriers, U.S. Customs, or any other government authority, due to Customer's submission of inaccurate or incomplete information to the Company, will be the responsibility of Customer regardless of the original source of such misdeclaration or whether the misdeclaration was intentional or unintentional.
- 8) Pre-packaged Cargo. To the extent that Customer is providing packaged, marked, and/or addressed cargo, Customer warrants that each package and/or shipment is properly marked and addressed, packaged properly and adequately to protect the contents in the normal course of transportation, and except as noted in writing to the Company, is in good order and condition. Customer shall hold the Company harmless from any and all claims asserted and/or liability or losses suffered by reason of the Customer's failure to properly package, mark and/or address cargo or to notify the Company of any preexisting damage or impairment of the property.
- 9) Declaring Higher Value to Third Parties. Third parties to whom the goods are entrusted may limit liability for loss or damage; the Company will request excess valuation coverage only upon specific written instructions from the Customer, which must agree to pay any charges therefore; in the absence of written instructions or the refusal of the third party to agree to a higher declared value, at Company's discretion, the goods may be tendered to the third party, subject to the terms of the third party's limitations of liability and/or terms and conditions of service.
- 10) Insurance. The Company will make reasonable efforts to effect marine, theft, and other insurance upon the goods only after specific written instructions have been received by the Company in sufficient time prior to the shipment from the point of origin, and at the same time states specifically the kind and amount of insurance to be placed. The Company does not undertake or warrant that such insurance can or will be placed. Unless the Customer has its own open marine policy and instructs the Company to effect insurance under such policy, insurance is to be effected with one or more insurance companies or other underwriters to be selected by the Company. Any insurance placed shall be governed by the certificate or policy issued and will only be effective when accepted by such insurance companies or other underwriters. Should an insurer dispute its liability for any reason, the insured shall have recourse against the insurer only and the Company shall not be under any responsibility of liability in relation thereto, notwithstanding that the premium upon the policy may not be at the same rates as that charged or paid to the Company by the Customer, or that the shipment was insured under a policy in the name of the Company. Insurance premiums and the charge of the Company for arranging the

same shall be at the Customer's expense. If for any reason the goods are held in warehouse, or elsewhere, the same will not be covered under any insurance, unless the Company receives written instructions from the Customer. Unless specifically agreed in writing, the Company assumes no responsibility to effect insurance on any shipment which it does not handle.

11) Disclaimers; Limitation of Liability.

- a. Except as specifically set forth herein, Company makes no express or implied warranties in connection with its services;
- b. In connection with all services performed by the Company, Customer may obtain additional liability coverage, up to the actual or declared value of the shipment or transaction, by requesting such coverage and agreeing to make payment therefor, which request must be confirmed in writing by the Company prior to rendering services for the covered transaction(s).
- c. In the absence of additional coverage under (b) above, the Company's liability shall be limited to the following:
  - i. where the claim arises from activities other than those relating to customs business, \$50.00 USD per shipment or transaction, or
  - ii. where the claim arises from activities relating to "Customs business," \$50.00 USD per entry or the amount of brokerage fees paid to Company for the entry, whichever is less;
- d. In no event shall Company be liable or responsible for consequential, indirect, incidental, statutory, special, or punitive damages, even if it has been put on notice of the possibility of such damages, or for the acts of third parties.
- e. Unless the service to be performed by the Company on behalf of the Customer is delayed by reason of negligence of the Company, the Company shall not be responsible for any loss, damage, or expense incurred by the Customer because of such delay. In the event the Company is found liable under this subsection, its liability is limited in accordance with the provisions herein at subsection (c). Due to the inherent nature of the transportation business, the Company does not guarantee pick up, transportation, or delivery by a stipulated time.

12) Advancing Money. All charges must be paid by Customer in advance unless the Company agrees in writing to extend credit to Customer; the granting of credit to a Customer in connection with a particular transaction shall not be considered a waiver of this provision by the Company. The Company shall be under no obligation to advance freight charges, customs duties, or taxes on any shipment, nor shall advance by the Company be construed as a waiver of this provision.

13) Indemnification/Hold Harmless.

- a. The Customer agrees to indemnify, defend, and hold the Company harmless from any claims and/or liability, fines, penalties and/or attorneys' fees arising from the transport, importation or exportation of Customer's merchandise and/or any conduct of the Customer, including but not limited to the inaccuracy of entry, export or security data supplied by Customer or its agent or representative, which violates any Federal, State and/or other laws, and further agrees to indemnify and hold the Company harmless against any and all liability, loss, damages, costs, claims, penalties, fines and/or expenses, including but not limited to reasonable attorney's fees, which the Company may hereafter incur, suffer or be required to pay by reason of such claims; in the event that any claim, suit or proceeding is brought against the Company, it shall give notice in writing to the Customer by email or mail at its address on file with the Company. The confiscation or detention of the goods by any governmental authority shall not affect or diminish the liability of the Customer to the Company to pay all charges or other money

due promptly on demand.

- b. Customer further agrees to indemnify, defend, and hold harmless the Company against any and all claim, losses, damages, costs, or expenses asserted against the Company, its employees, agents or any other person for any injury (including sickness, disease or death) or claim or injury to property arising out of or in connection with the performance of these terms and conditions.
- 14) C.O.D. or Cash Collect Shipments. Company shall use reasonable care regarding written instructions relating to "Cash/Collect on Deliver (C.O.D.)" shipments, bank drafts, cashier's and/or certified checks, letter(s) of credit and other similar payment documents and/or instructions regarding collection of monies but shall not have liability if the bank, correspondent, carrier, agent, or consignee refuses to pay for the shipment or for any act, omission, default, suspension, insolvency or want of care, negligence, or fault of such bank, correspondent, carrier, agent, or consignee, nor for any delay in remittance lost in exchange, or loss during transmission, or while in the course of collection.
- 15) Costs of Collection. In any dispute involving monies owed to Company, the Company shall be entitled to all costs of collection, including reasonable attorney's fees and interest at 15% per annum or the highest rate allowed by law, whichever is less unless a lower amount is agreed to by Company. Customer is liable to the Company for any damages and costs incurred by the Company arising from checks or drafts given to the Company, the Company's representatives or affiliates, for which either the Company or the Company's representative or affiliate is unable to collect funds.
- 16) General Lien and Right to Sell Customer's Property.
  - a. Company shall have a general and continuing lien on any and all property of Customer coming into Company's actual or constructive possession or control, which lien shall survive delivery, for all charges, expenses, advances or monies owed to Company with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both; Customs duties, transportation charges, and related payments advanced by the Company shall be deemed paid in trust on behalf of the Customer and treated as pass through payments made on behalf of the Customer for which the Company is acting as a mere conduit.
  - b. Company shall provide written notice to Customer of its intent to exercise such lien, the exact amount of monies due and owing, as well as any on-going storage or other charges; Customer shall notify all parties having an interest in its shipment(s) of Company's rights and/or the exercise of such lien.
  - c. Unless, within thirty days of receiving notice of lien, Customer posts cash or letter of credit at sight, or, if the amount due is in dispute, an acceptable bond equal to 110% of the value of the total amount due, in favor of Company, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, Company shall have the right to sell such shipment(s) at public or private sale or auction and any net proceeds remaining thereafter shall be refunded to Customer.
- 17) No Duty to Maintain Records for Customer. Customer acknowledges that pursuant to Sections 508 and 509 of the Tariff Act, as amended, (19 USC §1508 and 1509) it has the duty and is solely liable for maintaining all records required under the Customs and/or other Laws and Regulations of the United States; unless otherwise agreed to in writing, the Company shall only keep such records that it is required to maintain by Statute(s) and/or Regulation(s), but not act as a "record keeper" or "recordkeeping agent" for Customer.
- 18) Obtaining Binding Rulings, Filing Protests, etc. Unless requested by Customer in writing and agreed to by Company in writing, Company shall be under no obligation to undertake any pre-

or post-Customs release action, including, but not limited to, obtaining binding rulings, advising of liquidations, filing of petition(s) and/or protests, etc.

- 19) No Duty to Provide Licensing Authority. The Company shall not be responsible for determining licensing authority or obtaining any license or other authority pertaining to the export from or import into the United States.
- 20) Preparation and Issuance of Bills of Lading. Where Company prepares and/or issues a bill of lading, Company shall be under no obligation to specify thereon the number of pieces, packages and/or cartons, etc., unless specifically requested to do so in writing by Customer or its agent and Customer agrees to pay for same. Company shall rely upon and use the cargo weight supplied by Customer.
- 21) No Responsibility for Governmental Requirements. It is the responsibility of the Customer to know and comply with the requirements of the U.S. Customs and Border Protection and all other government agencies, including adhering to any and all regulations and directives of Federal, state and/or local agencies pertaining to the merchandise and/or shipment or transportation. The Company shall not be responsible for action taken or fines or penalties assessed by any governmental agency against the shipment because of the failure of the Customer to comply with the law or the requirements or regulations of any governmental agency.
- 22) No Modification or Amendment Unless Written. These Terms and Conditions of Service may only be modified, altered or amended by the Customer in writing signed by both Customer and Company. The Company may modify, alter, or amend these Terms and Conditions of Service at its sole discretion, but only the version in place at the time of a shipment shall control for that shipment.
- 23) Compensation of Company. The compensation of the Company for its services shall be included with and is in addition to the rates and charges of all carriers and other agencies selected by the Company to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends, or other revenue received by the Company from carriers, insurers, and others in connection with the shipment. On ocean exports, upon request, the Company shall provide a detailed breakout of the components of all charges assessed and a true copy of each pertinent document relating to these charges. In any referral for collection or action against the Customer for monies due the Company, upon recovery by the Company, the Customer shall pay the expenses of collection and/or litigation, including a reasonable attorney fee.
- 24) Use of the Company's Logo / Trademark. Customer shall not use the Company's name, logo, trademarks or trade names in publicity releases, promotional material, customer lists, advertising, marketing, or business-generating efforts, whether written or oral, without obtaining the Company's prior written consent, which consent shall be given at the Company's sole discretion.
- 25) Force Majeure. The Company shall not be liable for losses, damages, delays, wrongful or missed deliveries, or partial or full nonperformance, resulting from an occurrence beyond its control, including without limitation, war or terrorist activities; epidemic; riots, rebellion, civil commotion; acts of God; acts of lawful and/or government authorities (including but not limited to embargoes or denial or cancellation of any license or shipment); criminal acts; strikes, lockouts, or other labor disputes; incidents or deteriorations to means of transportation; defects, nature or inherent vice of the goods; or acts, breaches of contract or omissions by Customer, shipper, consignee, or anyone else who may have an interest in the shipment.
- 26) Severability. In the event any Paragraph(s) and/or portion(s) hereof is found to be invalid and/or unenforceable, then in such event the remainder hereof shall remain in full force and effect.

Company's decision to waive any provision herein, either by conduct or otherwise, fully or partially, shall not be deemed to be a further or continuing waiver of such provision or to otherwise waive or invalidate any other provision herein.

27) Governing Law; Consent to Jurisdiction and Venue. These Terms and Conditions of Service and the relationship of the Parties shall be construed according to the laws of the State of Illinois without giving consideration to principles of conflict of law. Customer and Company:

- a. irrevocably consent to the jurisdiction of the United States District Court and the State courts of Illinois;
- b. agree that any action relating to the services performed by Company, shall only be brought in said courts;
- c. consent to the exercise of in personam jurisdiction by said courts over it; and
- d. further agree that any action to enforce a judgment may be instituted in any jurisdiction.