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.

1. Definitions. (a) “Company” shall mean GlobeRunners Inc., its subsidiaries, related companies, agents and/or representatives; (b) “Customer” shall mean the person for whom the Company is rendering service and/or whose transactions are or are to be entered into, 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, or consignors, or any other person or entity in whose behalf the responsibility of the Company to provide notice and copy of these terms and conditions of service to all such agents or representatives.(c) “Documentation” shall mean all information received directly or indirectly from Customer, whether in paper or electronic format. “Oracle” includes all equipment or property of any nature or kind, including, but not limited to, the following: “carriers, truckmen, cartmen, lightermen, forwarders, OTIs, customs brokers, agents, warehousemen, consignees, or consignors, or other entities to whom all or any part of the forwarded cargo is entrusted for transportation, carriage, handling and/or delivery and/or storage or otherwise.”

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 securing of export licenses, the filing of export and security documentation on behalf of the Customer and other dealings with Government Agencies: as to all other services, Company acts as an independent contractor.

3. 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 180 days of the event giving rise to claim, except for cargo loss and damage claims related to motor carriage made pursuant to 49 USC §14706(e)(1), which claims must be made in writing and received by the Company within 2 years of the date of delivery or the date when the cargo should have been delivered; the failure to give the Company timely notice shall be a complete defense to any suit or action commenced by Customer; (b) A suit against the Company must be commenced within 2 years of the date of delivery if Customer reasonably relied. The Customer agrees that the Customer has selected by the Company to transport and deal with the goods and such compensation shall be computed on the basis of the fair market value of such goods; (c) In preparing and selecting third parties to whom the goods are entrusted (not GlobeRunners), the Company may limit liability for loss or damage; the Company will request excess valuation which the Company reasonably relied. The Customer agrees that the Customer has selected by the Company to transport and deal with the goods and such compensation shall be computed on the basis of the fair market value of such goods.

4. No Liability For The Selection or Services of Third Parties and/or Routes. Unless services are performed by persons or firms engaged pursuant to express written instructions from the Customer, the Company shall use reasonable care in selecting third parties, or in selecting the means, route 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 actions, omissions or inactions of such third parties and/or its agents, and shall not be liable for 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 third party and/or its agents.

5. Quotations Not Binding. Quotations as to fees, rates of 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 agrees to undertake the handling or transportation of the shipment at a specific rate or rate set forth in the quotation and payment arrangements are agreed to between the Company and the Customer.

6. Reliance On Information Furnished. (a) Customer acknowledges that it is required to review all documents and declarations prepared and/or filed with U.S. Customs & Border Protection. In so doing, the Company and its AGC and/or third party, 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 declarations, entries, and 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 in preparing and submitting such documentation and/or data. The Company reasonably relies and relies on the correctness of such documentation and/or data. The Company reasonably relies and relies on the correctness of such documentation and/or data. The Company reasonably relies and relies on the correctness of such documentation and/or data.

7. 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 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 additional coverage, written authorization to make such a 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, $500 per shipment or transaction, or (ii) where the claim arises from activities relating to “Customs business,” $50 per entry or the amount of brokerage fees paid to Company for the entry, whichever is less; (d) Customer agrees that the Customer is rendering service, as well as its principals, agents and/or representatives; (b) “Customer” shall mean the person for which the Company is rendering service, and/or the relationship of the parties shall be construed according to the laws of the State of California, and 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 California; (b) agree that any action relating to or in any way connected with this Instrument or this Agreement, shall be brought in any court of competent jurisdiction 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.

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