



**Terms and 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) "The Company" shall mean **Pretty Logical Int'l LLC**, its subsidiaries, related companies, agents and/or representatives; (b) "The Customer" shall mean the sender or person for which "The Company" is rendering service, as well as its 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) "Documentation" shall mean all information received directly or indirectly from "The Customer", whether in paper or electronic form; (d) "Ocean Transportation Intermediaries" ("OTI") shall include an "ocean freight forwarder" and a "non-vessel operating carrier"; (e) "Third parties" shall include, but not be limited to, the following: "Independent Air Carriers(IACs), Carriers, Truckmen, Cartmen, Lightermen, Forwarders, OTIs, Customs Brokers, Customs Clearing Agents, Warehousemen and others to which the goods are entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise", (f). "Shipment" shall mean all kinds of cargo, including motor vehicles that "The Customer" gives to "The Company" for delivery at a designated location.

**2. "The Company" as agent.** (a) It is understood that "The Company" acts as a logistics agent, and not freight forwarder. "The Company" engages the services of "Third Parties"; Ocean Transport Intermediaries, and all other necessary intermediaries, as the case maybe, to render services to "The Customer". "The Company" is under no obligation to provide customs brokering services to "The Customer", but may act as an agent in engaging the services of a customs broker, if and when possible. (b) Agreement To Terms: By giving us your shipment, "The Customer", agrees, regardless of whether they sign this document for themselves and as an agent for and on behalf of any other person having an interest in this shipment, to all terms contained herein.

**3. Limitation of Actions.** (a) All claims against "The Company" for a potential or actual loss, must be made in writing and received by "The Company", within thirty (30) 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 "The Customer"; (b) All suits against "The Company" must be filed and properly served on "The Company" as follows: (i) For claims arising out of ocean or Air transportation, within one (1) year from the date of the loss; (ii) For all other claims, within thirty (30) days from the date of the event leading to the suit. "The Company" shall not be liable for any loss and/or damage to cargo resulting from non-compliance with individual country's regulations.

**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 its selection of 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 "The Company" assume responsibility or liability for any actions(s) and/or inaction(s) of such third parties and/or its agents, and shall not be liable for any 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".

**5. 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 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"

**6. Reliance On Information Furnished.** (a) "The Customer" acknowledges that all information provided for the purpose of this transaction is true and binding.

**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 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 "The 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.

**8. Insurance.** Unless requested to do so in writing and confirmed to "The Customer" in writing, "The Company" is under no obligation to procure insurance on "The Customer's" behalf; in all cases, "The Customer" shall pay all premiums and costs in connection with procuring requested insurance.

**9. Disclaimers; Limitation of Liability.** (a) Except as specifically set forth herein, "The Company" makes no express or implied warranties in connection with its services; (b) Subject to (c) below, "The Customer" agrees that in connection with any and all services performed by "The Company", "The Company" shall only be liable for its negligent acts, which are the direct and proximate cause of any injury to "The Customer", including loss or damage to "The Customer's" goods, and "The Company" shall in no event be liable for the acts of third parties; (c) In connection with all services performed by "The Company", "The 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 therefore, which request must be confirmed in writing by "The Company" prior to rendering services for the covered transaction(s); (d) 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 brokerage, \$50.00 per shipment or transaction. (e) In no event shall "The Company" be liable or responsible for consequential, indirect, incidental, statutory or punitive damages even if it has been put on notice of the possibility of such damages.

**10. Transit Times.** All transit times are estimates and "The Company" does not under any circumstance, make any guarantees with regards to transit times

**11. Advancing Money.** "The Customer" must pay all charges in advance unless "The Company" agrees in writing to extend credit to "The Customer"; "The Company" shall not consider the granting of credit to "The Customer" in connection with a particular transaction a waiver of this provision. All payments with regards to this transaction must be paid in full before the completion of the service rendered by "The Company" to "The Customer". "The Company" reserves the right to do everything possible to recover all monies owed it, including disposal of "The Customer's" cargo.

**12. Indemnification/Hold Harmless.** "The Customer" agrees to indemnify, defend, and hold "The Company" harmless from any claims and/or liability arising from the importation or exportation of "The Customer's" merchandise and/or any conduct of "The Customer", which violates any Federal, State and/or other laws of individual countries, and further agrees to indemnify and hold "The Company" harmless against any and all liability, loss, damages, costs, claims 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.

**13. C.O.D. or Cash Collect Shipments.** "The Company" shall use reasonable care regarding written instructions relating to "Cash/Collect on Delivery (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 or consignee refuses to pay for the shipment. "The Company" reserves the right to charge interest for amounts owed it on shipments that have arrived the country of destination and has not been paid for after seven days from the date of arrival.

**14. Costs of Collection.** In any dispute involving monies owed to "The 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 "The Company".

**15. General Lien and Right To Sell "The Customer's" Property.** (a) "The Company" shall have a general and continuing lien on any and all property of "The Customer" coming into "The Company's" actual or constructive possession or control for monies owed to "The Company" with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both; (b) "The Company" shall provide written notice to "The 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; "The Customer" shall notify all parties having an interest in its shipment(s) of "The Company's" rights and/or the exercise of such lien. (c) Unless, within thirty days of receiving notice of lien, "The 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 "The Company", guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, "The 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 "The Customer".

**16. Obtaining Binding Rulings, Filing Protests, etc.** Unless requested by "The Customer" in writing and agreed to by "The Company" in writing, "The 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.

**17. Preparation and Issuance of Bills of Lading.** Where "The Company" prepares and/or issues a bill of lading, "The 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 "The Customer" or its agent and "The Customer" agrees to pay for same, "The Company" shall rely upon and use the cargo weight supplied by "The Customer".

**18. No Modification or Amendment Unless Written.** These terms and conditions of service may only be modified, altered or amended in writing signed by both "The Customer" and "The Company"; any attempt to unilaterally modify, alter or amend same shall be null and void.

**19. 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.

**20. 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 **California** without giving consideration to principals of conflict of law. "The Customer" and "The 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 the services performed by "The 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.