



## **TERMS & CONDITIONS**

These terms and conditions of service constitute a legally binding contract between the "Company" and the "Customer". Any and all activities of the Company in the course of its business including any advice, information or service provided by the Company whether for compensation or not are undertaken subject to, and governed by, these terms and conditions and apply to all services rendered by Company. These terms and conditions shall govern Company's liability with respect to its undertaking to file or submit any information, in any format, to any government regulatory agency, organization or similar entity on Customer's behalf and with Customer's written authorization.

### **1. Definitions**

- a. "Company" shall mean Green Manalishi, Inc., 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 agents and/or representatives, and any party having an interest in goods with respect to which services have been rendered, including, but not limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shippers' 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 Customs, 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: "carriers, truckmen, cartmen, lightermen, forwarders, OTIs, customs brokers, agents, warehousemen and others to which the goods are entrusted for transportation, cartage, 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. Limitations 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 two years from the date of the loss;
  - iii. For claims arising out of the preparation and/or submission of an import entry(s), within 180 days from the date of liquidation of the entry(s);
  - iv. For any and all other claims of any other type, within two years from the date of the loss or damage.

### **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, 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 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 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. If at any time the method and/or route of forwarding selected by the Customer shall become impossible or commercially impracticable to perform for any reason, the Company may use any other method available at its discretion and all charges and/or expenses incurred in using such method shall be for the Customer's account.

### **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. Customer warrants that Customer is either the owner or the authorized agent of the owner of the goods and that Customer is authorized to engage the Company both on behalf of Customer and as agent for the owner of the goods under these terms and conditions.

- b. Customer warrants that the description and particulars of the goods provided by the Customer, including but not limited to their marks, number, weight, volume and quantity, are complete and correct in all respects.
- c. Customer warrants that it is in compliance with all applicable laws and government rules and regulations, and has obtained any and all permits or licenses, related in any way to the transport of its goods, including, but not limited to, the U.S. Foreign Corrupt Practices Act, the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, the U.S. Anti-Boycott regulations, the various U.S. economic sanctions programs administered by the U.S. Treasury's Office of Foreign Assets Control and any applicable laws or regulations of any country to, from, through or over which goods may be carried. Customer acknowledges that it is required to review all documents and declarations prepared and/or filed with U.S. Customs & Border Protection, other government agencies 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.
- d. 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 defend, 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.

**7. Declaring Higher Value to Third Parties**

Third parties to whom the goods are entrusted may limit liability for loss or damage; the Company may, if agreed in writing, 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.

**8. Insurance**

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

**9. 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 therefore, which request must be confirmed in writing by the Company prior to rendering services for the covered transaction(s).
- c. 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 Customer, and the Company shall in no event be liable for the acts or omissions of Third Parties. Nor will Company have any liability to Company related to or arising from the selection of Third Parties or the terms, conditions or agreements pursuant to which Third Parties perform their services.
- d. Company shall have no liability arising from or related to delay in the delivery of the goods with respect to which services have been rendered.
- e. In the absence of additional coverage under (b) above, the Company's liability shall be limited to the following:
  - i. In the case of claims for loss or damages to goods (including loss or damage due to unreasonable delay) whichever shall be the lower of: (A) the sum of \$50.00 per shipment or transaction, or (B) the value of any goods lost or damaged; and, or
  - ii. in the case of all other claims (including, but not limited to, from activities relating to "Customs business"), whichever shall be lower of: (i) \$50.00 per entry, or (ii) the amount of brokerage fees paid to Company for the entry
- f. IN NO EVENT SHALL COMPANY BE LIABLE OR RESPONSIBLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, STATUTORY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOST PROFITS OR BUSINESS INTERRUPTION, EVEN IF IT HAS BEEN PUT ON NOTICE OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR THE ACTS OF THIRD PARTIES.
- g. In no event will Company have any responsibility for, and Customer will defend, indemnify, and hold Company harmless from, and will pay and reimburse, any charges imposed by Third Parties with respect to use of equipment in which cargo tendered by, to or on behalf of Customer is or has been laden, or for charges assessed with respect to storage or handling of any such equipment, including, but not limited to, charges assessed by steamship lines, rail carriers, rail terminal operators, marine terminal operators or port authorities. Without limiting the generality of the foregoing, Company shall have no liability for any such charges arising from or related to port congestion, lack of equipment availability, labor shortages, or other situations impacting port or intermodal transportation operations.

**10. 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.

**11. Indemnification/Hold Harmless**

THE CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD THE COMPANY HARMLESS FROM AND AGAINST, AND SHALL PAY AND REIMBURSE COMPANY FOR ANY AND ALL DIRECT AND INDIRECT CLAIMS DAMAGES, COSTS LIABILITIES, FINES, PENALTIES AND/OR EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES AND LEGAL COSTS ARISING FROM: (I) THE 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; (II) A BREACH BY THE CUSTOMER OF ANY OF THE WARRANTIES CONTAINED HEREIN; (III) THE FAILURE OF THE CUSTOMER TO COMPLY WITH THESE PROVISIONS; (IV) COMPANY'S COMPLIANCE WITH OR RELIANCE ON INSTRUCTIONS PROVIDED BY OR ON BEHALF OF CUSTOMER; (V) CUSTOMER'S NEGLIGENCE OR WILLFUL MISCONDUCT; (VI) ANY AUXILIARY SERVICES INCLUDING BUT NOT LIMITED TO LOCAL CARTAGE, CRATING, UNCRATING, PACKING, AND UNPACKING WHICH ARE REQUESTED BY CUSTOMER AND ARRANGED BY COMPANY AS A CUSTOMER ACCOMMODATION WHEN SUCH SERVICES ARE NOT ACTUALLY PERFORMED BY COMPANY; OR (VII) CLAIMS BROUGHT BY THIRD PARTIES, SEEKING TO IMPOSE LIABILITY IN EXCESS OF ANY LIABILITY EXPRESSLY ASSUMED BY COMPANY HEREIN OR IN EXCESS OF ANY LIMITATION OF LIABILITY TO WHICH COMPANY IS ENTITLED HEREUNDER. THE INDEMNITY OBLIGATIONS IN THIS PROVISION SHALL NOT APPLY TO THE EXTENT A CLAIM IS DETERMINED BY A COURT OF APPROPRIATE JURISDICTION TO HAVE BEEN CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY.; IN THE EVENT THAT ANY CLAIM, SUIT OR PROCEEDING IS BROUGHT AGAINST THE COMPANY, IT SHALL GIVE NOTICE IN WRITING TO THE CUSTOMER BY MAIL AT ITS ADDRESS ON FILE WITH THE COMPANY.

**12. 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 or consignee refuses to pay for the shipment.

**13. 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 the lesser of 12% per annum, or the highest rate allowed by law.

**14. 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 (including control of Third Parties) for monies owed to Company with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both;
- 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 ongoing 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 against 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 proceeds remaining thereafter shall be refunded to Customer.

**15. No Duty To Maintain Records For Customer**

Customer acknowledges that pursuant to Sections 508 and 509 of the Tariff Act, as amended, (19USC1508 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.

**16. 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. Any such services performed by Company will be performed as agent of Customer.

**17. 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.

**18. Modification and Amendment Unless Written**

Company may, in its sole discretion, amend these terms and conditions from time to time in which case the modified terms and conditions will take effect as of the date they are posted on the Company's website. If Customer wishes to contract with the Company otherwise, special arrangements can be made and revised prices quoted but such arrangements shall only become applicable if made in writing and signed by a director or officer of the Company. Any attempt by Customer to otherwise alter, amend or modify these Conditions shall be null and void.

**19. 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. All charges are earned in full upon Company's agreement to provide services. If Company has extended credit to Customer, all invoices from Company shall be due and payable without deduction or offset within thirty (30) days of the date of Company's invoice and all payments shall be made in United States Dollars. Customer shall be responsible for all normal and customary fees associated with it effecting payment by wire transfer.

**20. 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, shall not be deemed to be a further or continuing waiver of such provision or to otherwise waive or invalidate any other provision herein.

**21. 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 Washington without giving consideration to principals of conflict of law. Customer and Company:

- a. Irrevocably consent to the jurisdiction of the United States District Court and the State Courts of Washington;
- 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.

If any law is compulsorily applicable to any business undertaken, these terms and conditions shall, as regards such business, be read as subject to such law and nothing in these terms and conditions shall be construed as a surrender by the Company of any of its rights, immunities, or protections, or as an increase of any of its responsibilities or liabilities, under such law.

The Company's duties resulting from this contractual relationship shall at any time be subject to the adherence to and compliance with national and international statutory provisions and/or mandatory requirements (in particular compliance with European and U.S. embargo measures). In case of a conflict between the contractual provisions and the statutory provisions and/or mandatory requirements, the statutory provisions and/or mandatory requirements shall prevail, even in cases of doubt. Without prejudice to our rights under these terms and conditions, responsibility for compliance with foreign trade legislations (prohibitions and limitations regarding import, export or transit) lies with the Customer.

**22. Electronic Communications**

The Parties agree that where they have used electronic communications to transact in whole or in part any business such communications will be given legal effect in accordance with the provisions (so far as they may be applicable) of the Uniform Electronic Transactions Act (UETA) as circulated by the National Conference of Commissioners on Uniform State Laws and the U.S. Federal Electronic Signatures in Global and National Commerce Act.

**23. Force Majeure.**

Company shall not be liable for losses, damages, delays, wrongful or missed deliveries or nonperformance, in whole or in part, of its responsibilities under these terms and conditions, resulting from circumstances beyond the control of either Company or its sub-contractors, including but not limited to: (i) acts of God, including flood, earthquake, tornado, storm, hurricane, power failure, epidemic or other severe health crisis, or other natural disaster; (ii) war, hijacking, robbery, theft or terrorist activities; (iii) incidents or deteriorations to means of transportation, (iv) embargoes, (v) civil commotions or riots, (vi) defects, nature, or inherent vice of the goods; (vii) acts, breaches of contract, or omissions by Customer, shipper, consignee or anyone else who may have an interest in the shipment, (viii) acts by any government or any agency or subdivision thereof, including denial or cancellation of any import/export or other necessary license; or (ix) strikes, lockouts, or other labor conflicts. In such event, Company reserves the right to amend any tariff or negotiated freight or logistics rates, on one (1) day's notice, as necessary to provide the requested service.