

GENERAL TERMS & CONDITIONS

The terms and conditions as below described constitute a legally binding and enforceable agreement **between ATA Freight Line, Ltd. ("ATA") and the "Customer"** unless and until ATA provides a separate legal document for the services to be provided to Customer, which bears its own terms and conditions. **When there is a b/l between ATA and the Customer, the general terms and conditions on this website and the terms of b/l will apply jointly. In the event of any disagreement, contradiction and/or inconsistency between the two, the latter will supersede and control.**

1. Definitions.

- (a) "Related entities of ATA" shall mean its subsidiaries, related companies, agents and/or representatives;
- (b) "Customer" shall mean any recipient of services from ATA including its/their principals, agents and/or representatives, including, but not limited to, cargo shippers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, cargo shipper's agents, break-bulk agents, consignees, etc. It is the responsibility of the Customer to provide notice and a copy of these terms and conditions of service to all such agents or representatives; and
- (c) "Third-parties" or "third-party service providers" shall include, but not be limited to, the following: "carriers, truckers, forwarders, ocean freight forwarders and non-vessel operating common carriers ("NVOCC"), customs brokers, agents, warehousemen and others to which the goods are entrusted for transportation, handling and/or delivery and/or storage or otherwise.

2. Duty & Capacity. ATA acts in the capacity of an "agent" of the Customer to perform duties related to entry and release of goods, post entry services, securing of export licenses, filing of export and security documentation on behalf of the Customer and services before Government Agencies.

3. Standard of Care. When services are not performed by persons designated and/or engaged by Customer, ATA shall use reasonable care in its selection of third party service providers and other shipping related details and procedures to be followed in the handling, transportation, clearance and delivery of shipment; advice by ATA that a particular person or company has been selected to render services with respect to the goods, shall not be construed to mean that ATA warrants or represents that such person or company will render such services nor does ATA assumes 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 acts, actions or inactions of a third party shall be brought solely against such party, person, company and/or its agents; in connection with any such claim, ATA shall reasonably cooperate with Customer, which shall be liable for any charges or costs incurred by ATA.

4. Price Quotations. Price quotations as to service fees, rates of duty, freight charges, insurance premiums or other charges given by ATA shall not be binding unless, ATA agrees, in writing, to undertake handling or transportation of shipment at a specific rate or amount set forth in the quotation and payment arrangements are agreed to between ATA and the Customer.

5. Customer's Duties.

(a) Customer acknowledges and understands that it is required to review all documents and declarations prepared and/or filed with U.S. Customs & Border Protection, other governmental agencies, and/or third-parties, and will immediately advise ATA of any mistakes, errors, omissions, discrepancies, incorrect statements, or incomplete declarations, or other submission filed on Customer's behalf; Customer also acknowledges that it has an affirmative duty to disclose any and all information and/or documents required to import and export goods, and

- (b) Customer shall use reasonable care to provide correct, accurate and complete documentation and

information, in any format, to ATA for purposes of ATA's preparation and filing of documents relevant to customs entries, export declarations, applications and other required data and information. Customer shall indemnify and hold ATA harmless from any and all claims asserted, liabilities or losses suffered by reason of Customer's failure to provide correct, accurate, complete information or liabilities or losses suffered due to incorrect, false and/or incomplete information and/or documents provided by Customer and upon which ATA has relied on when performing its duties before any private or governmental persons and bodies.

6. Advance Payment Required. All charges, costs and fees must be paid by Customer, in advance, unless ATA agrees, in writing, to extend credit terms to Customer; granting of credit to a Customer at any time shall not be considered a waiver of this provision by ATA.

7. Cash on Delivery Shipments. ATA shall use reasonable care regarding written instructions relating to Cash on Delivery Collect on Delivery shipments, cashier's and/or certified checks, drafts, letter(s) of credit and other payment documents and/or instructions regarding collection of monies but, shall not have liability, if consignee or financial institution refuses to pay for the shipment.

8. Insurance. ATA is under no obligation to procure insurance coverage on Customer's behalf unless, ATA accepts and confirms the same in writing. In all cases where ATA accepts to provide coverage, Customer shall pay all premiums and costs in connection with procuring requested insurance coverage.

9. Excess Insurance Coverage. ATA will request excess valuation coverage only when Customer makes a written request and pays for the relevant charges, fees and/or premiums. In the absence of a written request from Customer, ATA shall be under no obligation to obtain such excess insurance coverage or become liable for any claims by Customer that is over and above the limitations as may be described under this agreement.

10. Duty to Give Notice & Result of Failure. Customer must give written notice for all claims against ATA for any loss or damage arising from services provided by ATA within a period **of 7 calendar days** commencing from the date of event or incident giving cause to such claim. The failure to give timely notice will constitute an absolute defense against any such claim.

11. No Warranties. Except as expressly provided herein ATA's services are provided "as is" without any warranty of any kind.

12. Limitation of Liability. Unless additional liability coverage requested, in writing, and all relevant charges, premiums, fees, costs and expenses are paid for, in advance, ATA's liability is limited to:

(a) The actual amount of loss or damage to the shipment or cargo provided, the actual value of shipment or cargo is declared, in writing and in advance by Customer, and the same is accepted and confirmed by ATA without any reservation and/or request for payment for excess insurance coverage;

(b) if there is no written declaration by Customer and/or acceptance by ATA, ATA's liability shall be limited to the following:

(i) where the claim arises from activities other than those relating to customs business, **\$ 100 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.

© In no event shall ATA be liable for or hold responsible for any consequential, indirect, incidental, statutory or punitive damages, even if ATA has been put on notice of the possibility of such damages, or for acts of third-parties or acts of God.

13. Indemnification. Customer agrees to indemnify, defend, and hold ATA harmless from any claims and/or liabilities, fines, penalties and/or attorneys' fees arising from shipment, transportation, importation or exportation of Customer's goods and/or merchandise and/or from any conduct of Customer including, but not limited to, 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

ATA 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 ATA may hereafter incur, suffer, hold liable for or, be required to pay by reason of such claims. In the event that any claim, suit or proceeding is brought against, ATA shall give notice, in writing, to Customer by mail at Customer's address on file with ATA.

14. General Lien & Right to Sell Customer's Merchandise, Goods or Property.

(a) ATA shall have a general and continuing lien on any and all merchandise, goods and/or property of Customer or on merchandise or goods shipped in the name of Customer, which may come into ATA's actual or constructive possession or control, for all monies owed to ATA in regards to any past or present shipment;

(b) ATA 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 and costs;

(c) Once lien is exercised, Customer shall notify all parties having an interest in its shipment(s) of ATA's rights and/or the exercise of such lien;

(d) Unless, within thirty (30) calendar days of receiving notice of lien, Customer pays for and settles all amounts due including, but not limited to, ATA's reasonable attorney's fees, fees, costs of exercising and removal of the lien, storage, demurrage and other charges, fees, costs accrued and/or incurred, ATA shall have the right to sell such merchandise, goods or property at public or private sale or auction and any net proceeds remaining thereafter shall be refunded to Customer with no further liability on ATA or Customer.

15. Costs of Collection. In any dispute involving monies owed to ATA, ATA shall be entitled to all costs of collection including, reasonable attorney's fees, expenses and interest **at 21% per annum.**

16. Obtaining Binding Rulings, Filing Protests, etc. Unless requested, in writing, by Customer and agreed to by ATA also, in writing, ATA 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. Amendment & Modifications. These terms and conditions of service may only be modified, altered or amended, in writing, signed by both Customer and ATA. Any attempt to unilaterally modify, alter or amend general terms and conditions shall be null and void.

18. Section Headings. The Section Headings used are intended for convenience only and shall not be deemed to alter, supersede or modify any of the terms and conditions hereunder.

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. ATA'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.

20. Governing Law, Consent to Jurisdiction & Venue. These terms and conditions of service and the relationship of the parties shall be construed according to the laws of the State of New York without giving consideration to principals of conflict of law. ATA and Customer (a) irrevocably consent to the jurisdiction of the United States District Court and the State courts of New York (b) agree that any action relating to the services performed by ATA 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.