These Terms and Conditions of Service constitute a legally binding contract between UniGroup Worldwide, Inc. “Worldwide” and “Shipper” for the provision of U.S. customs broker services (“Customs Brokerage”). Additional terms and conditions issued by Worldwide may be applicable in the event that Shipper receives services in addition to Customs Brokerage. Such additional terms and conditions shall govern the respective services without conflict from these Terms and Conditions of Service governing Customs Brokerage.

SECTION I: DEFINITIONS.
(a) “Worldwide” shall refer to UniGroup Worldwide, Inc., its subsidiaries, agents and/or representatives;
(b) “Shipper” shall include the individual or entity for whom Worldwide is rendering Customs Brokerage, 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 Shipper to provide notice and copy(s) of these Terms and Conditions of Service to all such agents or representatives;
(c) “Documentation” shall refer to all information received directly or indirectly from Shipper, whether in paper or electronic form;
(d) “Third Parties” shall refer to third parties including, but not be limited to, the following: carriers, truckmen, cartmen, lightmen, forwarders, Ocean Transportation Intermediaries, customs brokers, agents, warehousemen and others to which the shipment is entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise.

SECTION II: WORLDWIDE AS AGENT.
Worldwide acts as the “agent” of the Shipper for the purpose of performing duties in connection with the actual loss or damage of the shipment, post service entry, the securing of export licenses, the filing of export and security documentation on behalf of the Shipper and other dealings with Government Agencies; as to all other services, Worldwide acts merely as an independent contractor.

SECTION III: LIMITATION OF ACTIONS.
(a) Unless subject to a specific statute or international convention, all claims against the third party for actual loss arising out of Customs Brokerage must be made in writing received by the Worldwide within ninety (90) days of the event giving rise to the claim; the failure to give the Worldwide timely notice shall be a complete defense to any suit or action commenced by Shipper. All other claims against Worldwide must be received in writing within thirty (30) days from the date on which the shipment is delivered, unless otherwise specified any additional terms and conditions issued by Worldwide.
(b) Worldwide shall not be liable in any action to enforce a claim unless such action is filed and properly served on Worldwide as follows:
(i) For claims arising out of the preparation and/or submission of an import entry(s), such action must be brought within seventy-five (75) days from the date of liquidation of the entry(s).
(ii) For any and all other claims of any other type, such action must be brought within one (1) year and one (1) day from the date on which the shipment is delivered.

SECTION IV: 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 declarations prepared and/or filed with U.S. Customs & Border Protection, other Government Agency and/or Third Parties, and will immediately advise Worldwide CHB of any errors, discrepancies, incorrect statements, or omissions on any declaration or other submission filed on Shipper’s behalf;
(b) In preparing and submitting customs entries, export declarations, applications, security filings, documentation and/or other required data, the Worldwide relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by Shipper; Shipper shall use reasonable care to ensure the correctness of all such information and shall indemnify and hold Worldwide harmless from any and all claims asserted and/or liability or losses suffered by reason of the Shipper’s failure to disclose information or any incorrect, incomplete or false statement by the Shipper or its agent, representative or contractor upon which Worldwide reasonably relied. The Shipper agrees that the Shipper has an affirmative non-delegable duty to disclose any and all information required to import, export or enter the shipment.

SECTION VII: DECLARING HIGHER VALUE TO THIRD PARTIES.
Third Parties to whom the shipment is entrusted may limit liability for loss or damage; Worldwide will not request excess valuation coverage unless requested by Shipper and agreed to by Worldwide in writing, and Shipper agrees to pay any charges therefore; Shipper hereby agrees that, in the absence of written instructions or the refusal of the Third Party to agree to a higher declared value, at Worldwide’s discretion, the shipment 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.

SECTION VIII: INSURANCE.
It is understood and agreed that Worldwide is not an insurer or provider of cargo valuation or other coverage and does not provide or issue insurance or other coverage or protection; the Shipper shall provide to the Worldwide extended protection for the protection of Shipper’s shipment. However, when requested by Shipper and agreed to by Worldwide in writing, Worldwide will arrange for extended protection for Shipper’s shipment to be obtained from and provided by a third-party provider. The terms, conditions and limits of coverage for any extended protection so obtained shall be in accordance with such third-party provider’s then-current terms and conditions. In the event Shipper requests and Worldwide agrees to arrange for such third-party extended protection coverage, Worldwide shall arrange for such third-party extended protection coverage, including, but not limited to, obtaining such third-party extended protection so obtained shall be in accordance with such third-party provider’s then-current terms and conditions.

SECTION IX: DISCLAIMERS; LIMITATION OF LIABILITY.
(A) EXCEPT AS SPECIFICALLY SET FORTH HEREIN, WORLDWIDE MAKES NO EXPRESS OR IMPLIED WARRANTIES IN CONNECTION WITH ITS SERVICES OR THOSE OF ANY THIRD PARTY.
(B) SHIPPER EXPRESSLY AUTHORIZES WORLDWIDE TO OBTAIN THE LOWEST VALUATION OR LEVEL OF PROTECTION FOR THE SHIPMENT WHOSE PAYMENT MAY BE OBLIGATED BY ANY THIRD PARTY PROVIDING SERVICES ON BE half OF SHIPPER. IN ADDITION, SHIPPER AGREES TO ALL LIMITATIONS OF LIABILITY, CONDITIONS, PROVISIONS, RESTRICTIONS AND/OR REQUIREMENTS AS MAY BE CONTAINED IN THE THIRD PARTY’S TERMS AND CONDITIONS, SHIPPING DOCUMENTS AND/OR TARIFFS.
(C) WORLDWIDE’S LIABILITY FOR CLAIMS ARISING FROM ACTIVITIES RELATING TO CUSTOMS BROKERAGE SHALL BE LIMITED TO THE LESSER OF FIFTY-DOLLARS ($50.00) PER ENTRY OR THE AMOUNT OF BROKERAGE FEES PAID TO WORLDWIDE FOR THE ENTRY; WORLDWIDE’S LIABILITY FOR CLAIMS ARISING FROM SERVICES OTHER THAN CUSTOMS BROKERAGE SHALL BE LIMITED TO THOSE AMOUNTS SET FORTH IN THE ADDITIONAL WORLDWIDE TERMS AND CONDITIONS GOVERNING THOSE SERVICES.

SECTION V: QUOTATIONS NOT BINDING.
Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges relating to Customs Brokerage given by Worldwide to the Shipper are for informational purposes only and are subject to change without notice.

SECTION VI: RELIANCE ON INFORMATION FURNISHED.
(a) Shipper acknowledges that it is required to review all documents and declarations prepared and/or filed with U.S. Customs & Border Protection, other
SECTION XVIII: NO MODIFICATION OR AMENDMENT UNLESS WRITTEN.
These Terms and Conditions of Service may only be modified, altered or amended in writing signed by both Shipper and Worldwide; any attempt to unilaterally modify, alter or amend same shall be null and void.

SECTION XIX: COMPENSATION OF WORLDWIDE.
The compensation of Worldwide for Customs Brokerage shall be included with and is in addition to all other rates and charges of Worldwide and all carriers and other agencies selected by Worldwide to transport and deal with the shipment and such compensation shall be exclusive of any brokerage, commissions, dividends, or other revenue received by the Worldwide from carriers, insurers and other Third Parties in connection with the shipment. On ocean exports, upon request, Worldwide 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 Shipper for monies due Worldwide, upon recovery by Worldwide, the Shipper shall pay the expenses of collection and/or litigation, including a reasonable attorneys fees.

SECTION XX: SEVERABILITY.
In the event any paragraph(s) and/or portion(s) hereof are found to be invalid and/or unenforceable, then in such event the remainder hereof shall remain in full force and effect. Worldwide’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.

SECTION XXI: ARBITRATION.
Any controversy or claim arising out of or related to these Terms and Conditions of Service shall be determined by arbitration administered by the American Arbitration Association under its international arbitration rules. The place of arbitration shall be St. Louis, Missouri, United States of America. The arbitration shall be in English.

SECTION XXII: 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 Missouri without giving consideration to principals of conflict of law. Any legal action against Worldwide concerning any matter arising under or related to this agreement or the Customs Brokerage shall be maintained only in the courts of the state of Missouri, St. Louis County, or in the United States District Court for the Eastern District of Missouri and should Shipper be unsuccessful in any legal action against Worldwide, then Shipper shall be liable to Worldwide for the reasonable attorneys’ fees and costs of such litigation. Shipper further agrees that any action to enforce judgment may be instituted in any jurisdiction.

SECTION XVII: PREPARATION AND ISSUANCE OF BILLS OF LADING.
Where Worldwide prepares and/or issues a bill of lading solely in performance of the Customs Brokerage services, Worldwide 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 Shipper or its agent and Shipper agrees to pay for same, Worldwide shall rely upon and use the cargo weight supplied by Shipper.