

IJS PROJECT FORWARDING TERMS AND CONDITIONS

The following Terms and Conditions shall be applicable to all Project Forwarding Assignments (hereinafter referred to as the "Project") undertaken by IJS Global Inc. ("IJS") for shipments moving into or out of the United States and for domestic transportation within the United States and Canada:

1. **SCOPE OF PROJECT:** The scope of the Project shall be set forth in a Service Level Agreement, which shall be attached hereto and specifically incorporated by reference herein.
2. **RATES & CHARGES:** The rates and charges for the Project shall be set forth in an addendum to the Service Level Agreement and shall be subject to modification as set forth herein.
3. **FUEL, SECURITY & OTHER SURCHARGES:** In addition to the rates and charges set forth in the addendum to the Service Level Agreement, IJS shall invoice the customer for all fuel, security and other surcharges charged to IJS by the carriers. All such surcharges will be included on the same invoice as other rates and charges but shall be identified as a separate line item.
4. **TERM OF AGREEMENT:** It is understood and agreed that the specific time required for the Project will vary based on a number of factors. Therefore, this Agreement shall commence on the commencement date set forth in the Service Level Agreement and shall continue in effect until the completion of the Project set forth in the Service Level Agreement. Unless specifically set forth in the Service Level Agreement, no specific duration shall be set forth. Quotations provided by IJS are based on the estimated timeline provided by Customer and are subject to change in accordance with tariff requirements of the carriers.
5. **LICENSES, PERMITS & AUTHORIZATIONS:** IJS represents and warrants that it possesses all necessary licenses, permits and authorizations from all federal, state, local, foreign, international and provincial regulatory authorities having jurisdiction over the Project to perform all services set forth herein. Customer represents and warrants that the commodities being transported are in compliance with all export, environmental and other laws and regulations prior to the time IJS undertakes the transportation of the commodities. Furthermore, Customer understands that IJS will rely on the information provided by Customer in the completion of export documentation and Customer agrees to indemnify and hold harmless IJS from and against all liability, losses, damages, claims, demands, fees (including attorneys' fees), fines and/or penalties arising out of the information provided to IJS by Customer.
6. **LIMITATION OF LIABILITY; INSURANCE:** IJS' liability for loss or damage to cargo shall be limited to the commercial invoice value up to a maximum of (A) U.S. \$9.07 per pound for international air shipments, (B) U.S. \$500 per ocean container for ocean or LCL shipments, (C) U.S. \$1.00 per pound for domestic air shipments or (D) \$.50 per pound for ground transportation within North America. IJS will accept a higher limitation of liability as long as Customer declares a higher value prior to the time IJS commences work on the Project and purchases supplemental insurance from IJS to cover such declared higher value. Under no circumstances shall IJS be liable for any indirect, incidental, special or consequential damages arising out of the performance of services under this Agreement.
7. **INVOICING & PAYMENT TERMS:** IJS shall invoice Customer for the entire amount of the Project within three (3) business days following the execution of the Service Level Agreement. If Customer is not approved for credit by IJS, payment shall be made in full prior to the time IJS commences work on the Project. If Customer is approved for credit, payment shall be made as follows: (A) thirty percent (30%) of the amount of the invoice shall be paid by Customer at least twenty-four (24) hours prior to the time IJS takes possession of the cargo; and (B) seventy percent (70%) of the amount of the invoice shall be paid COD. Any additional fees and charges incurred by IJS shall be documented and invoiced after completion of the Project and paid within seven (7) days of the date of the invoice. In the event any demurrage or storage charges are incurred as a result of late payment or any other delay by Customer, IJS shall invoice Customer for all such demurrage and storage charges and Customer shall pay IJS within three (3) business days of receipt of the invoice. Late payments shall accrue interest at the rate of one percent (1%) per month.
8. **FORCE MAJEURE:** IJS shall not be liable for any loss, damage or delay resulting from or attributable to any act of God, public enemy, fire, flood, strike or other labor unrest, civil disorder, riot, governmental action or decree, or other cause beyond the reasonable control of IJS.
9. **NOTICES:** Notices given pursuant to this Agreement shall be sent to the parties at their respective addresses set forth in the Service Level Agreement and shall be sent by an internationally recognized courier service or by U.S. certified mail, return receipt requested and shall be deemed given upon actual receipt.
10. **INDEMNIFICATION:** The parties hereto agree to indemnify, protect, hold harmless and defend each other, as well as their respective parent companies, affiliated companies, joint ventures, officers, directors, employees, agents, subcontractors, successors and assigns from and against any and all claims for losses, damages, injuries, penalties, fines, suits, actions, causes of action, legal proceedings and other liabilities arising from any breach of this Agreement or arising from the negligent or willful acts or omissions of the indemnifying party or its officers, directors, employees, agents, employees or subcontractors.
11. **CONFIDENTIALITY:** This Agreement shall remain strictly confidential and its contents shall not be divulged, except as may be necessary to the parties' employees, agents, subcontractors, officers, directors and affiliates or as required by applicable law. IJS shall hold confidential and will not disclose to any third party without the prior written consent of Customer and will not use for its own purposes outside the provision of services under this Agreement, any information regarding the Customer or Customer's business which Customer may send to IJS in a request for a quote, request for bid or pursuant to any addendum to this Agreement. Customer shall keep IJS' rates and charges and other proprietary information confidential and IJS agrees to keep confidential its rates to Customer.
12. **CLAIMS PROCESSING:** All claims for lost or damaged cargo shall be presented to IJS in writing and in accordance with IJS' claim procedure, which shall be provided to Customer prior to commencement of services under this Agreement. Customer shall cooperate with IJS and shall provide all requested information and documentation necessary for the processing of the claim. Customer shall setoff or deduct any claim from any IJS invoice.
13. **JURISDICTION AND VENUE:** This Agreement shall be interpreted in accordance with the laws of the State of New York and any dispute arising hereunder shall be decided by the state or federal courts located within the State of New York, County of New York.
14. **NONASSIGNMENT:** No part of this Agreement may be assigned by either party to a third party without the prior written consent of the other party hereto.