

Al Madina Logistic Services Co SAOC

Sultanate of Oman - Terms and Conditions of Service

1. Introduction

Al Madina Logistic Services Co (AMLS) provides services to customers as a warehouseman, customs broker, domestic freight forwarder, international air/ship carrier, Container Freight Station operator and non-vessel operating common carrier. Except as otherwise set forth herein or in a fully executed written agreement between AMLS and Customer, these Terms and Conditions govern all such services provided by AMLS for Customer; and supersede any conflicting terms and conditions contained in any Documentation, oral agreement, promise, representation or understanding between or among the parties, including those in any bills of lading or waybills.

No agent or employee of the parties may alter these Terms and Conditions, unless in writing and signed by both parties. The signature of any driver or agent of AMLS on any Documentation shall be solely for the convenience of the party tendering such shipment and shall not constitute an acceptance by AMLS of any terms which vary from these Terms and Conditions.

2. Definitions

”AMLS” shall mean Al Madina Logistic Services Co, an Omani SAOC Company providing services to Customer(s).

”Customer” shall mean the person or entity to whom AMLS is rendering service, as well as their principals, agents and/or representatives, and their shippers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shippers’ agent, insurers and underwriters, break bulk agents and consignees and any party having an interest in the shipment or service. It is the responsibility of Customer to provide notice of these Terms and Conditions to all such principals, agents and/or representatives with an interest in the Shipment.

”WARSAW CONVENTION” means whichever of the following instruments is applicable to the contract of carriage: the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929; that Convention as amended at The Hague on 28 September 1955; that Convention as amended at The Hague 1955 and by Montreal Protocol No. 1, 2, or 4 (1975) as the case may be. ”MONTREAL CONVENTION” means the Convention for the Unification of Certain Rules for International Carriage by Air, done at Montreal on 28 May 1999.

”Documentation” shall mean all information received from Customer or any Third Party acting for the Customer, or AMLS whether in paper or electronic form.

3. AMLS as Agent

AMLS acts as the agent of Customer for the purpose of providing AMLS services for Customer, including without limitation, duties in connection with the entry and release of goods, poste entry services, the filing of export documents on behalf of the Customer, and all other dealings with government agencies, or for arranging for transportation services or other logistics services in any capacity other than as a carrier. As to all other services, AMLS acts as an independent contractor in relation to Customer.

4. Quotations Not Binding

Quotations as to fees, rates of duty, freight charges, insurance premiums, and other charges given by AMLS to Customer are for informational purposes only and are subject to change without notice; no quotation shall be binding upon AMLS unless AMLS 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 AMLS and Customer.

5. Review and Disclosure

(a) Customer shall review for accuracy all declarations and all other documents that AMLS prepares or files with any Third Party for or on behalf of Customer. Customer shall immediately inform AMLS in writing of any error, discrepancy, incorrect statement, or omission within any declaration or other document that AMLS prepares or files for or on behalf of Customer. Customer is solely responsible for any inaccuracies in the foregoing declarations and other documents. (b) Customer shall disclose to AMLS any and all information required to import, export, or enter any goods that are the subject of services provided by AMLS to or for Customer. In preparing and submitting customs entries, export declarations, applications, documents, and export data to any Third Party, AMLS may exclusively rely on the contents of the Documentation and on all other information furnished by Customer or by any Third Party acting for or on behalf of the Customer, and AMLS shall not be required to verify the accuracy or completeness of such Documentation and other information. Customer warrants and represents to AMLS that the information set forth on the face of the AMLS waybill, bill of lading(s), or other shipping document, or the information supplied to AMLS, or electronically regarding any shipment(s), is complete and accurate; and that each package and/or article in the shipment(s) is properly and completely described including correct weight and measurement, is adequately packaged to protect the enclosed goods from loss or damage with ordinary care in handling, is properly classified, described, packaged, marked and labeled and is in proper condition for transportation according to the applicable regulations of the Country of origin and destination, including without limitation all regulations governing the transportation of hazardous materials, regardless of mode of transport based on 49 C.F.R. Parts 171, 172 and 173 or the current edition of the International Air Transport Association (IATA) Dangerous Goods Regulations. Customer's violation of any of these warranties will excuse AMLS from any liability whatsoever for damage to any item(s) incurred as a result of such violation, and shall also cause Customer to be liable to AMLS for all claims, fines, penalties, damages, costs, or other sums, including reasonable attorneys' fees, incurred by AMLS as a result of such violation.

6. Third Party Liability Limitations and Other Third Party Terms and Conditions.

Third Parties to whom AMLS entrusts Customer's goods may impose terms and conditions of their service, including limiting their liability for loss or damage. Absent the Customer's written request, AMLS is not required to inform Customer regarding any such liability limitations or other terms or conditions of a Third Party. AMLS will request coverage from the Third Party exceeding the Third Party limitation and the Third Party's modification or waiver of its other terms and conditions only upon written instructions from the Customer, and Customer shall pay all charges therefore. Absent written instructions from the Customer, AMLS may at its discretion tender the Customer's goods to a Third Party subject to the Third Party's limitations of liability and subject to all other terms and conditions of the Third Party's service. Customer must give AMLS the foregoing written instructions when Customer requests AMLS's services for a particular transaction.

7. Insurance

The Company is not obliged to procure insurance on Customer's behalf absent Customer's written request when Customer requests the Company's services for a particular transaction. Customer shall pay all premiums and costs incurred by the Company in connection with procuring requested insurance.

8. Limited Warranty

(a) Except as otherwise provided herein, AMLS warrants to Customer that AMLS shall use reasonable care, diligence, and skill to provide AMLS's services, and AMLS makes no other express or implied warranty in connection with its services or the services of any Third Party. (b) AMLS's recommendation or engagement of a Third Party to render services for or on behalf of Customer shall not constitute AMLS's representation or warranty that such Third Party will render adequate services. AMLS shall not be liable to Customer for any negligent or intentional act, omission, or inaction of such Third Parties, including without limitation, any delay or loss that occurs while a shipment is in the custody or control of a Third Party. AMLS shall not be liable for its negligent selection or entrustment of a Third Party. Customer shall bring all claims involving any negligent or intentional act, omission, or inaction of a Third Party solely against that Third Party, whether or not the Third Party was recommended or engaged by AMLS. AMLS shall not be liable to Customer for any delay or loss caused by the selection or change of a particular shipping route or shipping procedure, whether or not recommended, selected, or changed by AMLS or by any Third Party. (c) AMLS shall be liable only for its own actions and omissions, including AMLS's breach of these terms and conditions, the terms of any invoice or bill of lading, and the terms of any other agreement with the Customer, and AMLS's liability for which is limited.

9. Limits of Liability

AMLS shall not be liable for loss, damage, delay or monetary losses of any type caused by: acts of God; acts of public authorities acting with actual or apparent authority; strikes; labor disputes; weather; mechanical failures; aircraft failures; civil commotions; acts or omissions of customs or quarantine officials; acts of carriers related to security; the nature of the Shipment or any defects thereof; acts of public enemies; hazards incident to a state of war; acts of terrorism; or acts, defaults or omissions of the shipper, including but not limited to, inadequate or improper packaging, marking, addressing or the provision of incomplete or inaccurate shipping instructions, Documentation or related information. AMLS shall not be liable for loss, damage or deterioration from delay, consequential loss or damage, damage or destruction of cargo from extremes of temperature, changes of atmospheric pressure, inherent vice or moth, insects, vermin, infestation, wear and tear or deterioration. AMLS shall not be liable for loss or damage to shipping containers or any exterior packaging. AMLS' liability for loss, damage, delay or other monetary losses suffered in connection with services performed by AMLS is limited as set forth below unless Customer and AMLS agree, prior to AMLS rendering services with respect to a Shipment, to greater liability by AMLS or to coverage through AMLS' all risk marine policy, up to the actual or declared value of the Shipment, subject to a fee for such increased liability or coverage:

9.1 Where the claim arises from activities relating to Customs business to include Container Freight Station activities, AMLS liability is limited to Rials Omani 50.00 per entry or the amount of brokerage fees paid to AMLS for the entry, whichever is less.

9.2 Where the claim arises from activities relating to the domestic warehousing or transportation of new goods within the GCC, AMLS liability is limited to the lesser of:

(a) RO 20,000.000 per Shipment;

(b) The replacement value of the affected article or articles with an item of like kind and quality;

(c) Customer's cost of the affected article or articles; or

(d) The repair cost in the event that a claimed item can be repaired.

If a claimed damaged item cannot be repaired, Customer shall provide, at its own expense, a third party assessment and/or technician report which details the extent of the damage and why the item is unable to be repaired.

At the time of delivery, the consignee must note on the delivery receipt any exceptions to the count or condition of the shipment or the shipping containers. AMLS shall not be liable for concealed loss or damage not noted on the delivery receipt and/or not consistent with visible signs of damage to the outside shipping container(s), unless Customer provides written notice to AMLS within 48 hours of delivery and is able to prove that such loss or damage occurred while the shipment was in AMLS or AMLS agent possession. A clear delivery receipt shall be prima facie evidence of ordinary care in handling and receipt of the shipment(s) in full and in good condition. Notations such as "subject to inspection or count" will not be considered evidence of damage or shortage. In no event shall AMLS be liable for any special, incidental, consequential or punitive damages, including but not limited to, loss of profits or loss of market, whether or not AMLS had knowledge that such damages or losses might occur. In no event shall AMLS liability for aggregate losses at

any one time at any one place exceed RO 20,000/- unless mutually agreed upon in writing by both parties prior to tender of the shipment(s). Where Customer seeks to declare a value for a shipment consisting of more than one piece, it shall be Customer's responsibility to have a numbered label affixed to each such piece and then to declare a value correlating to each such number in the space provided on the face of the shipping document(s). Failing compliance with this requirement, AMLS liability for loss or damage to any part of such shipment shall be limited to the average declared value of the shipment times the number of the piece(s) lost or damaged.

10. Claims

10.1 At time of delivery, the consignee shall sign a delivery receipt acknowledging receipt of the Shipment and any apparent exceptions to the good order, count and condition of the Shipment. Any additional exceptions discovered during a further inspection in the driver's presence shall be noted on the delivery receipt. If no exceptions to good order, count or condition are noted on the delivery receipt, the Shipment is presumed to have been delivered in the same good order, count and condition as when initially received by AMLS. Notations such as "subject to inspection" and "subject to count" do not constitute exceptions to the good order, count and condition of the Shipment.

10.2 If any loss or damage not ascertainable at time of delivery is later discovered, written notice must be provided to AMLS no later than 14 days after the date of delivery, after which time, with no notice having been given, the Shipment is presumed to have been delivered in the same good order, count and condition as when initially received by AMLS.

10.3 If a Shipment is delayed, lost or otherwise not delivered, written notice must be provided to AMLS no later than 14 days after the date on which the Shipment should have been delivered, after which time, with no notice having been given, the Shipment is presumed to have been delivered in the same good order, count and condition as when initially received by AMLS.

10.4 AMLS is entitled to inspect the Shipment and all materials used to package or protect the Shipment at the place of delivery in the same condition as at delivery. Failure to maintain the shipment at the place of delivery may result in declination of claim. Failure to supply packing material for inspection may result in declination of claim.

10.5 It is incumbent upon the claimant and any other interested party to mitigate the damages to the extent that is reasonably possible.

10.6 Unless subject to a specific statute or international convention establishing a longer period, all claims for loss, damage or delay must be submitted in writing to the AMLS local office or to the AMLS Corporate office located at Rumais, Barka, Sultanate of Oman Attn: Chief Executive Officer, or sent via email to info@almadinalogisticservices.com. Such claims must include copies of all shipping Documentation, delivery receipts, invoices, photos and any other documents supporting the claim. The failure to provide timely notice shall be a complete defense to any suit or action commenced by Customer for the loss, damage or delay.

10.7 Unless subject to a specific statute or international convention establishing a longer period, suit to recover for any loss, damage or delay must be instituted within the following time periods:

10.7.1 For claims arising out of ocean transportation, one year from the date the claim has been denied in writing, in whole or in part, by AMLS.

10.7.2 For claims arising out of air or ground transportation, two years from the date the claim has been denied in writing, in whole or in part, by AMLS.

10.7.3 For claims arising out of the preparation and/or submission of an import entry, 60 days from the date of liquidation of the entry.

10.8 All suits to recover a claim must be filed in a Court of law in the Sultanate of Oman. Customer and AMLS consent to personal jurisdiction in such courts and waive all objections thereto. The rights and obligations of the parties shall be determined according to the applicable laws of the Sultanate of Oman.

10.9 No claim will be considered until all current and past due transportation charges owed by Customer to AMLS have been paid in full. The amount of freight claims may not be deducted from transportation charges.

10.10 If AMLS pays a claim for loss of or damage to a Shipment, AMLS shall be entitled to possession of the portion of the Shipment for which the claim was made or the salvage value thereof.

10.11 Claims for overcharges or duplicate payments must be received in writing by AMLS no later than 180 days from date invoice from AMLS; and, provided that such claim has been timely filed, any action or proceeding by Customer against AMLS to recover such charges shall be commenced not more than 18 months after Customer's receipt of AMLS applicable invoice.

10.12 Claims for damage to Customer's, a shipper's and/or a consignee's premises incurred during performance of service(s) by AMLS will be deemed untimely unless such damage is noted on the bill of lading or delivery receipt, or unless reported to AMLS in writing to P O Box 1466, PC 133, Muscat, Oman, Attn: Chief Executive officer or info@almadinalogisticservices.com within 24 hours of service at that location. AMLS shall be entitled to make inspection of any property damage prior to any repairs. Failure of Customer, the shipper and/or the consignee to notify AMLS of any such damage in a timely manner will be grounds for declination of any such claim and shall serve as a bar to any recovery in a court of law or otherwise.

10.13 Except as provided by any statute, treaty, or international convention, Customer must commence all lawsuits and all other proceedings against AMLS within 90 days from the date on which the matter, fact, thing, occurrence, nonoccurrence, loss, or damage that is the subject of the lawsuit or other proceeding first occurred or failed to occur unless otherwise outlined in this document. The foregoing limitations shall: (a) apply to counterclaims and actions for recoupment or setoff, regardless of the date on which AMLS commences its action against Customer, and (b)

inure to the benefit of AMLS's subsidiaries, affiliates, shareholders, directors, officers, employees, and contractors if any of them are named in such lawsuit or other proceeding.

11. Prohibited Cargo

The following articles shall not be tendered to AMLS for transportation: any Shipment prohibited by law, aircrafts, aircraft parts, animals (live), antiques, artwork, fine arts, statues, asbestos tiles, bank notes, blood/blood products, bulk commodities, cement, confectionary/chocolates, currency, Dangerous Goods Red label, eggs in the shell, explosives/fireworks, fertilizer, firearms & ammunition, fishmeal, furs & hides (processed & unprocessed), gems and precious stones, gold & bullion, iPods, iPads, jewelry (non-costume), meats/seafood (fresh, not frozen), nuclear fuels, one-of-a-kind articles or prototypes, PDA's, handhelds & accessories, perfume products, pharmaceuticals, plants/flowers (live), precious metals, securities, monies, silver items, stamps, tobacco products/cigarettes, unprotected or unpackaged goods, valuable rugs (Persian, oriental)valuable papers (to include but not limited to bonds, deeds, documents, manuscripts, plans, securities, stamps, treasury notes), watches, yachts, X-ray or similar tubes. This list is not exhaustive, please contact AMLS to determine if there are any exclusions based on specific commodities.

AMLS shall not be liable for any loss, damage, delay, liabilities, penalties or fines resulting from the transportation of any of the foregoing articles, however described or mis-described in the shipping Documentation, and no employee or agent of AMLS has any authority to accept for transportation such articles or to waive the limitations herein contained. AMLS retains the right to refuse any such Shipment prior to acceptance. In the event AMLS discovers after acceptance of a Shipment that the Shipment contains any of the herein mentioned articles, it reserves the right to refuse the Shipment, or, if already in transit, to refuse to deliver the Shipment to the consignee. Customer agrees to pay all expenses, freight charges, fines and penalties for said Shipment. Customer further agrees to indemnify and hold harmless AMLS from any and all loss, damage, delay, liabilities, penalties or fines of whatsoever nature arising out of or related in any way to said Shipment.

12. Advancing Money

All charges must be paid by Customer in advance unless AMLS agrees in writing to extend credit to Customer pursuant to a signed Credit Application. AMLS's extension of credit to Customer in connection with a particular transaction shall not constitute AMLS's consent to grant future credit.

13. Indemnification

The Customer shall forever indemnify, defend, refrain from suing, and hold harmless AMLS and AMLS's subsidiaries, affiliates, shareholders, directors, officers, employees, agents, contractors, representatives, and Third Parties engaged by AMLS, of and from all claims, damages, losses, lawsuits, administrative proceedings, all other proceedings, liabilities, costs, and expenses, wherever and whenever brought or occurring, wholly or partially caused by or involving: (a) any latent or patent condition, any quality, or any part of Customer's goods, (b) any conduct, omission,

or misstatement, by Customer or of any Third Party acting for or on behalf of Customer, whether or not intended, unintended, negligent, or knowingly or unknowingly in violation of any law, treaty, convention, agreement, Documentation, or industry practice, (c) any Documentation, information, or instruction, or the lack thereof, given or not given to AMLS or any Third Party by the Customer or any Third Party acting for or on behalf of Customer, and (d) any release of Customer's goods by AMLS contrary to any Third Party instruction. By way of example and not limitation, the foregoing shall include claims for property damage, personal injuries and death; fines and penalties; the expenses of domestic and international travel; storage and demurrage charges; lodging, meals; and the fees of consultants, experts, and attorneys.

14. Acceptance and Payment for Shipments

AMLS shall have no responsibility or liability if any bank, consignee, or other Third Party: (a) accepts or refuses to accept any shipment, letter of credit, bill of lading, or other documents, or (b) pays or refuses to pay for any shipment, regardless of the provisions of a letter of credit, bill of lading, or the provisions of other documents or instructions. Customer shall be responsible for all charges and expenses incurred or assessed by AMLS in connection with a shipment and/or its transportation and/or storage. Amounts due shall be paid without deduction of offset within 30 days of issuance of an invoice by AMLS for such services unless otherwise agreed to in a signed Credit Application.

15. Costs of Collection; Interest

The Customer shall upon demand pay to AMLS all expenses and costs incurred or paid by AMLS, including the fees of consultants, experts, and attorneys, in any dispute to enforce these Terms and Conditions, AMLS's invoices, or AMLS's bills of lading, including but not limited to the collection of payments owed by the Customer to AMLS. All past due amounts owed by the Customer to AMLS under any invoice or any bill of lading, or under these terms and conditions, shall earn simple interest at the rate of 15% per annum or the highest lawful rate, whichever is less.

16. General Lien and Security Interest

These terms and conditions constitute a security agreement. To secure Customer's performance of its obligations under these terms and conditions, any AMLS bill of lading, or any invoice, AMLS shall have a general and continuing lien on and security interest in any and all goods and other property of Customer of which AMLS has actual or constructive custody, possession, or control, whether or not the unpaid amount or unperformed obligation is related to the property for which AMLS imposes its lien. AMLS may on ten days' notice to Customer sell such goods and other property at a public or private sale, or AMLS may retain such goods and other property in storage. Whether AMLS sells or stores such goods and other property, the Customer shall pay on demand all the costs and expenses of the sale or storage, including the fees of experts, consultants, attorneys, auctioneers, and all transportation expenses and any net proceeds remaining thereafter shall be refunded to Customer. All payments by Customer and the proceeds from all sales of Customer's goods and other property shall be applied in the following order of priority: first, to

accrued interest; next, to AMLS's costs and expenses that Customer is obliged to pay under these terms and conditions; last, to unpaid principal.

17. No Duty to Maintain Records for Customer

Customer acknowledges that it has the sole duty and is solely liable for maintaining all records required.. AMLS shall only keep such records that it is required to maintain by any applicable law, but in so doing AMLS shall not act as a "record-keeper" or "recordkeeping agent" for Customer.

18. Obtaining Binding Rulings, Filing Protests

AMLS shall not be obliged to undertake any customs release action, including, but not limited to, obtaining binding rulings, advising of liquidations, filing of petitions or protests, or determining or declaring the value of goods or shipments absent Customer's timely written declaration delivered to AMLS. In addition, AMLS shall not be obliged to collect funds for Customer from any Third Party.

19. Preparation and Issuance of Bills of Lading

Whenever AMLS prepares or issues a bill of lading, AMLS shall be under no obligation to specify thereon the number of pieces, packages or cartons unless specifically requested to do so in writing by Customer or its agent, and Customer shall pay for same at AMLS's then prevailing rate. In so doing, AMLS may rely on and use the cargo weight and all other information or Documentation supplied by Customer or the Customer's agent without verifying the accuracy thereof.

20. Exclusive, Modifications

For each shipment, these terms and conditions and AMLS's invoices and bills of lading pertaining to that shipment set forth the entire agreement of the parties with respect to that shipment. Without notice to Customer, from time to time AMLS may modify these terms and conditions by posting the change on AMLS's website at www.almadinalogistics.com, and such changed terms and conditions shall apply to all future shipments. Therefore, Customer should review these terms and conditions before placing an order with AMLS for AMLS's services.

21. Compensation of AMLS

The compensation of AMLS for its services shall be included with and is in addition to the rates and charges of Third Parties who transport, handle, and otherwise deal with the Customer's goods, and such compensation to AMLS shall be without regard to any brokerage, commissions, dividends, or other revenue received by AMLS from Third Parties. Customer's performance of these terms and conditions and the provisions of AMLS's invoices, including the Customer's payment obligations to AMLS, shall not be subject to any claim, counterclaim, setoff, or recoupment, including without limitation, claims that AMLS materially breached any of its obligations to the Customer.

22. Severability

If a court determines that any of these terms and conditions or any provision of any AMLS invoice or bill of lading is invalid or unenforceable, the remainder thereof shall remain in full force and effect, and Customer consents to a modification of these terms and conditions, the invoice, and the bill of lading to make them enforceable while remaining as similar as possible to the original.

23. Governing Law, Jurisdiction, Venue, No Juries

All matters between the Company and the Customer, including but not limited disputes between Customer and Company, these terms and conditions, the provisions of any Company invoice, and the provisions of the Company's bills of lading, shall be governed by the laws of the Sultanate of Oman without applying conflicts of law principles that would result in applying the law of any other jurisdiction. In all disputes between the Company and the Customer, the Customer hereby submits to the exclusive jurisdiction and the exclusive venue of the state courts located in Oman. The Customer hereby waves all claims that such jurisdiction is improper. The Customer hereby waives all claims that such venue is inconvenient, and the Customer hereby waives all trials by jury in all lawsuits between the Company and the Customer. Notwithstanding the foregoing jurisdiction and venue restrictions, the Company may enforce a judgment against Customer in any jurisdiction and in any venue.

24. Power of Attorney

This provision constitutes Customer's power of attorney to AMLS, so that whenever necessary or desirable to provide any services, at AMLS's discretion, on Customer's behalf, and at Customer's expense, AMLS may, but is not required to: (a) sign instruments, (b) perform acts, (c) provide assistance, or (d) comply with, enter into agreements with, or pay Third Parties, under Third Parties' terms or rules, whether customary or otherwise, including shipping fees, storage charges, detention charges, duties, and taxes. All of the foregoing shall be binding on Customer, for which Customer may owe AMLS additional fees at AMLS's then current rates.

25. Demurrage

Customer shall pay AMLS all the demurrage and other fees charged or incurred by AMLS to warehouse or store Customer's cargo.

26. Customer's Representations and Warranties

Customer represents and warrants the following to AMLS and to all of AMLS's vendors, for which Customer shall be entirely and strictly liable, and on which AMLS and its vendors may rely regardless of their knowledge or notice to the contrary: (a) At the time of initial receipt by AMLS or its initial vendor, the Customer's cargo shall be in a condition entirely satisfactory to Customer and all Third Parties having any interest or concern regarding the Goods. (b) The Customer's cargo shall be of a type and shall be in a condition that conforms to all laws, excluding changes to the

cargo negligently or intentionally caused by AMLS any AMLS vendor. (c) The coding, crating, description, labeling, marking, and packaging of the Customer's cargo by anyone other than AMLS or any AMLS vendor is entirely correct, entirely suitable to transport the cargo by any mode selected by AMLS, and does not violate any law. (d) The crating and packaging supplied by anyone other than AMLS or any AMLS vendor is not infested or hazardous and is otherwise in good condition. (e) All the Documentation, instructions, declarations, weight designations, and other information furnished to AMLS or any AMLS vendor by or for Customer or any Customer agent in connection with the Customer's cargo are entirely accurate and complete, and include all the information concerning the cargo that AMLS or any AMLS vendor might require to properly and lawfully perform AMLS's services. (f) Immediately upon receipt by Customer or Customer's agent of any document or communication from AMLS or any AMLS vendor, Customer shall completely inspect all such documents and communications and immediately inform AMLS of every inaccuracy therein. (g) The use or dissemination by Customer or any Customer agents of gratuitous advice that AMLS or any AMLS vendor gives to Customer or Customer's agents shall be at Customer's sole risk. (h) Customer agrees to allow AMLS to endorse or counter-sign weight certifications or tickets to meet the requirements of SOLAS in the event weight verifications are not included supplied by Customer.

27. No Modification

Except as otherwise provided above, these terms and conditions, AMLS's invoices and AMLS's bills of lading shall not be modified except by a writing signed or acknowledged by AMLS and Customer, and shall not be modified by the conduct of AMLS or any Third Party. AMLS's failure or forbearance to require Customer's strict compliance with these terms and conditions in their then current content, AMLS's invoices and AMLS's bills of lading, whether or not occurring on multiple occasions, shall not thereby modify them, shall not excuse Customer's future compliance, and shall apply only to the specific instance of AMLS's failure or forbearance.

28. Successors and Assigns

These terms and conditions and the provisions of all AMLS invoices and bills of lading shall be binding on and shall inure to the benefit of the parties' respective successors and assigns.

29. Transportation Security Administration (TSA) Restrictions

The TSA considers all cargo tender for air transportation subject to screening/search by the forwarder, air carrier or the TSA; and requires that AMLS refuse to offer air transportation of any cargo where the shipper/customer does not consent to screening of the cargo. AMLS, its hired carriers and the TSA may conduct screening of cargo. By tendering shipments to AMLS, Customer is deemed to consent to such screening. AMLS shall not be liable for loss, damage or delay due to opening of cargo, resulting physical inspection or repackaging arising out of any such screening. The collection of certain information pertaining to Customer to qualify Customer or to verify Customers status as a possible 'known shipper' is authorized. Providing this information is

voluntary; however, failure to provide the information will prevent Customer from qualifying as a 'known shipper'. This information will be disclosed to TSA personnel and contractors or other agents, including indirect air carriers (IAC's) as well as Air Carriers in the maintenance and operation of the "known shipper" program. TSA may share the information with the airport operators, foreign air carriers, IAC's, law enforcement agencies and others in accordance with the Privacy Act, 5 USC§552a. For additional details, see the system of records notice for the Transportation Security Threat Assessment System (DHS/TSA 002) published in the Federal Register. Any fraudulent or intentionally false statements or certificate made by Customer may be subject to both civil and criminal penalties under 49 CFR parts 1540 and 1548 and 18 USC § 1001, in addition to any other penalties that may be imposed by applicable laws.