



FREIGHT FORWARDING TERMS AND CONDITIONS

1. **DEFINITIONS.** As used herein, the following terms have the meanings set forth below:
 - A. “Affiliate” shall mean and include any corporation or other business entity directly or indirectly controlling, controlled by or under common control with the corporation or other business entity in question.
 - B. “Agreement” shall mean these Freight Forwarding Terms and Conditions.
 - C. “Customer” shall mean the party and such party’s Affiliates receiving services pursuant to this Agreement.
 - D. “CWW” shall mean Crane Worldwide Logistics LLC and its Affiliates providing services pursuant to this Agreement.
 - E. “Domestic USA” shall mean services performed or to be performed within the United States and its insular possessions, as well as Puerto Rico.
 - F. “Effective Date” shall mean the date that services are commenced under this Agreement.
 - G. “Goods” shall mean cargo shipped hereunder including all pieces which are tendered to, and accepted by, CWW.
 - H. “International” shall mean shipments other than Domestic USA shipments.
 - I. “Party” and “Parties” shall mean individually, Customer or CWW and collectively, Customer and CWW.

2. **AGREEMENT TO TERMS.** By tendering Goods to CWW, Customer agrees to be bound by this Agreement. Each shipment hereunder shall be governed by the bill of lading issued in connection therewith; however, if there is a conflict between the provisions of this Agreement and the terms and conditions of any such bill of lading, then the provisions of this Agreement will exclusively apply. A Customer’s Affiliate’s engagement of CWW for the provision of services shall be deemed acceptance of the terms and conditions hereof by said Affiliate.

3. **RESPONSIBILITY FOR PAYMENT.** Without regard for customs duties, tax and other advances, CWW standard payment terms are thirty (30) days. Standard terms for customs duties, tax and other outlays are ten (10) days. In the event Customer would like to have extended terms on customs duties, tax and other outlays, CWW may, at its sole option, extend terms up to thirty (30) days for a six percent (6%) disbursement charge. The amount and terms of credit are subject to CWW’s periodic review, upon which CWW may increase, decrease, suspend or revoke credit at any time. All invoices shall be paid without reduction or setoff. Although Customer may give CWW alternate payment instructions, Customer will always be primarily responsible for all shipping and delivery charges, as well as any other costs CWW may incur in either returning a shipment to Customer or storing it in a warehouse pending disposition. Any unpaid amounts shall bear interest from the date due at the lesser of one and one-half percent (1.5%) per month or the maximum rate allowed under applicable law. Should CWW, in its sole discretion, find it necessary to employ an attorney to collect amounts due hereunder, CWW shall be entitled to recover all reasonable attorneys’ fees incurred by CWW in connection therewith. All payments and rates will be made in USD, and subject to a currency adjustment factor, unless agreed otherwise. CWW reserves the right to revise any rates for currency fluctuations or changes in market conditions greater than three percent (3%) including, but not limited to, rate fluctuations or other charges assessed by CWW’s underlying carriers.

4. **CUSTOMER’S RESPONSIBILITIES.**
 - A. Customer warrants that it is the owner or the authorized agent of the owner of the Goods and accepts the terms of this Agreement for itself and/or as agent for, and on behalf of, the owner. Customer is responsible for adequately packaging the Goods so as to ensure safe transportation with ordinary care in handling. Proper packaging must accurately protect any articles susceptible to damage as a result of conditions encountered in transportation, including changes in temperature or atmospheric pressure. Customer warrants that it is in compliance with all applicable laws relating to the carriage of goods, including, but not limited to, those regarding dangerous or hazardous materials. By

tendering a shipment to CWW, Customer certifies to CWW that it has properly classified, described, packaged, marked, and labeled the named articles and such are in proper condition for transportation according to applicable laws and regulations, including applicable regulations of the Transportation Security Administration.

B. With respect to imports, at a reasonable time prior to entry of the Goods to the applicable import country, Customer shall furnish to CWW invoices in proper form together with other documents necessary or useful in the preparation of the customs entry, and such further information as may be sufficient to establish the dutiable value, classification and admissibility of the Goods pursuant to applicable law, regulation or ruling. If Customer fails to timely furnish all of such information or documents, or if such information or documents is inaccurate or incomplete, CWW shall use its best judgment in connection with the shipment. CWW shall be under no obligation to advance customs duties, nor shall any advance by CWW be construed as a waiver of the provisions hereof.

C. With respect to exports, at a reasonable time prior to the exportation of the Goods, Customer shall furnish to CWW the commercial invoice in proper form and number, a proper consular declaration, weights, measures, values and other information in the language of and as may be required by the laws and regulations of the country of origin and the country of destination of the Goods.

D. Customer shall provide CWW with any handling, packing and storage instructions in connection with any hazardous materials prior to CWW accepting tender of the same for shipment. Customer hereby agrees to fully indemnify, defend and hold harmless CWW and its directors, officers and employees from and against any and all claims, liabilities, fines, penalties, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees and court costs) arising out of (a) CWW's issuance of bills of lading, air waybills, ocean bills of lading, delivery orders, FAA Security Endorsements or other transportation document(s) for hazardous material shipments on behalf of Customer pursuant to this Agreement, where the information on the transportation documents accurately reflected information received by or provided to CWW on behalf of Customer; and (b) CWW's handling, packing or storage of hazardous material shipments on behalf of Customer, where CWW materially complied with the safe handling, packing and storage instructions received by or provided to CWW on behalf of Customer in connection therewith.

5. CWW'S RESPONSIBILITIES.

A. CWW agrees to provide the freight forwarding services hereunder on a non-exclusive basis, in a good and workmanlike manner. CWW represents and warrants that it holds all necessary licenses, permits and/or other authorizations necessary to provide the freight forwarding services described herein, and is duly qualified and authorized to perform its obligations under this Agreement.

B. CWW will require that any carriers engaged by CWW to transport Goods hereunder will (i) have in place all insurance policies required under applicable law, and (ii) remain duly qualified and authorized by license, permit or other authorization issued by the applicable governmental authority to lawfully transport Goods as described in this Agreement. Customer will have no obligation to directly pay freight charges to any such carrier relating to the transportation of Goods hereunder.

C. CWW will comply with all applicable laws and regulations pertaining to the performance of the freight forwarding services, including, but not limited to, the Foreign Corrupt Practices Act. CWW will provide Customer with activity reports and other reports as reasonably requested by Customer from time to time.

D. CWW shall perform the services hereunder as an independent contractor. CWW, its agents and employees shall under no circumstances be deemed to be agents, employees or representatives of Customer. Customer shall have no responsibility for the acts and omissions of CWW's employees, agents and contract carriers, and shall not have control and direction of the persons operating equipment, loading or unloading, or otherwise engaged in providing services hereunder. Similarly, in no event shall any person engaged or employed by Customer be considered an employee or agent of CWW. In the event CWW subcontracts any work under this Agreement, at all times CWW shall be solely responsible for the acts of its subcontractors, agents and vendors.

6. LIMITATION OF LIABILITY & DECLARED VALUE.

A. With respect to Domestic USA full truckload shipments, in the event of any liability for loss of or damage to any such shipment, CWW's liability per shipment shall be limited to the actual value of the Goods lost or damaged, not to exceed \$150,000 per occurrence. With respect to less-than-truckload shipments, in the event of any liability for loss of or damage to any shipment, CWW's liability shall be

limited to \$.50/lb of the Goods in question, \$50 per shipment, or the invoice value of the Goods in question, whichever is less. Partial loss or damage shall be prorated on this basis.

B. With respect to Domestic USA air, in the event of any liability for loss of or damage to any shipment, CWW's liability shall be limited to \$.50/lb of the Goods in question, \$50 per shipment, or the invoice value of the Goods in question, whichever is less. Partial loss or damage shall be prorated on this basis.

C. With respect to International air shipments, CWW's liability per shipment shall be limited in accordance with any applicable international carriage of goods convention. In the event that no international convention is applicable, CWW's liability per International air shipment shall be limited to \$20 per KG.

D. With respect to maritime shipments, as to any portion of the carriage that is governed by the United States Carriage of Goods by Sea Act, CWW's liability shall be limited to \$500 per packing unit, or for Goods not shipped in packages, per customary freight unit. In all other cases involving maritime shipments, CWW's liability per shipment shall be limited in accordance with any applicable convention, including the rules set forth in the Hague-Visby Rules as amended by the Brussels Protocol of 1968, or the amount set forth in the United Nations Convention on Contracts for the International Carriage of Goods Wholly or Partly by Sea ("Rotterdam Rules"), signed September 23, 2009 at such time as the Rotterdam Rules come into effect; in the event no convention is applicable, CWW's liability shall be limited to \$500 per container.

E. With respect to shipments by rail, in the event of any liability for loss of or damage to any such shipment, CWW's liability per shipment shall be subject to 49 USC § 11706 regardless of the nature of commerce or the jurisdictions of performance and subject to a limitation of the value of the Goods or \$200,000, whichever is less.

F. With respect to warehousing services, other than warehousing services incidental to carriage, CWW's liability shall be limited to \$.50 per pound not to exceed \$2,500 per occurrence.

G. With respect to customs brokerage services, including any consulting services, CWW's liability for any damages incurred shall be limited to the total amount of service fees paid by Customer to CWW for the specific services from which the liability arises up to \$1,000 per entry.

H. With respect to all shipments of Goods, Customer has the option to purchase insurance or declare a higher value for such Goods by paying additional compensation to increase the limits of liability as indicated above. **GOODS WILL NOT BE INSURED OR HIGHER VALUE WILL NOT BE DECLARED UNLESS REQUESTED BY CUSTOMER IN WRITING AND CONFIRMED BY CWW IN WRITING.**

I. **NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, CWW SHALL NOT BE LIABLE FOR DELAY UNLESS THE PARTIES HAVE OTHERWISE AGREED IN WRITING. SHOULD THE INSURER OR UNDERWRITER DISPUTE COVERAGE OR LIABILITY FOR ANY REASON, CUSTOMER SHALL HAVE RECOURSE AGAINST THE INSURER OR UNDERWRITER ONLY, AND CWW SHALL NOT BE UNDER ANY RESPONSIBILITY OR LIABILITY IN RELATION THERETO.**

J. **NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST REVENUE, LOST PROFITS AND LOST DATA), SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH THE GOODS OR THE SERVICES RENDERED HEREUNDER EVEN IF NOTICE WAS GIVEN OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE.**

K. In accordance with 49 U.S.C. Section 14101(b)(1), Customer and CWW expressly waive any and all rights and remedies that each may have under 49 U.S.C. §§ 13101 through 14914 that are contrary to specific provisions of this Agreement.

L. The provisions of this Section shall survive termination or expiration of this Agreement.

7. CLAIMS.

A. As to all shipments of Goods hereunder, claims for loss, damage or non-delivery must be made within nine (9) months of the shipping date, or such claims shall be deemed to be waived. Original shipping carton and contents must be retained by consignee for inspection. Acceptance of Goods by recipient without noting damage on the delivery notice shall be conclusive evidence that such Goods were delivered in good condition and without damage. In the event

a claim is disallowed, any civil action by Customer must be brought within two (2) years from written notice of such disallowance.

B. As to all International shipments, in no event shall CWW be liable for any act, omission or default by it in connection with an exportation or importation of Goods, unless a claim therefor shall be presented to CWW within one hundred eighty (180) days from date of exportation or importation of the Goods in a written statement to which sworn proof of claim shall be attached.

C. All claims for overcharge shall be deemed waived if not presented to CWW within one hundred eighty (180) days of the original invoice date. Notwithstanding the foregoing, if an account is more than sixty (60) days past due, CWW may apply overpayments, or other credits owed to Customer, against the oldest dated invoices.

D. All claims are to be submitted in writing by certified mail to the following physical and/or email address: Crane Worldwide Logistics, LLC, 1500 Rankin Road, Houston, Texas 77073, Attn: Claims Department claims@craneww.com. ***Claims for loss, damage or non-delivery will not be fully processed until the applicable freight invoice has been paid.***

8. CONSENT TO SEARCH. CWW may open and inspect Goods at any time prior to delivery, including pursuant to the security requirements of the Transportation Security Administration of the US government.

9. FORCE MAJEURE. Neither Party shall be liable for default in the performance or discharge of any duty or obligation under this Agreement, other than the obligation to pay sums when due, or for loss, damage, delay or demurrage, when caused by acts of God, civil or military authority, public enemy, fire, floods, winds, storms, labor disorders, strikes, work stoppages or other labor trouble, accidents, riots, civil commotion, closing the public highways, terrorist acts or threats, governmental interference or regulations and other contingencies, similar to the foregoing, beyond its reasonable control.

10. PROOF OF DELIVERY. CWW will use reasonable commercial efforts to provide a copy of the signed delivery receipt as proof of delivery when requested by the Customer, consignee, consignor, or any other third party, including a third party payee. Customer agrees that digitized signature or computer record of delivery receipt is acceptable as proof of delivery of any shipment hereunder.

11. APPLICABLE ROUTING. CWW is authorized to select and engage carriers, truckers, forwarders, customhouse brokers, agents, warehousemen and others as may be required, to transport, store, deal with and deliver the Goods. The Goods may be entrusted to such parties subject to all conditions as to limitations of liability for loss, damage or delay and to all rules, regulations, requirements and conditions, whether printed, written or stamped, appearing in bills of lading, receipts or tariffs issued by such carriers, truckers, forwarders, customhouse brokers, agents, warehousemen and others. Customer hereby authorizes CWW to use any alternative mode of transport for any reason in order to attempt to meet the service levels requested by Customer.

12. QUALIFIED ACCEPTANCE OF SHIPMENT. CWW reserves the right to reject a shipment at any time when such shipment is from an unknown customer, such shipment may cause damage to or delay other shipments, equipment or personnel, if transportation of such shipment is prohibited by applicable law or regulation, or such shipment otherwise does not comply with the terms of the applicable bill of lading.

13. DIMENSIONAL WEIGHT. Shipment weight is calculated as the higher of “actual weight” or “dimensional weight”.

14. INSURANCE. During the term of this Agreement, CWW shall the minimum insurance set forth below in full force and effect. Certificates of Insurance evidencing the above policies will be delivered to Customer within fifteen (15) days of written request. Customer will be given ten (10) days’ notice prior to the cancellation of any such policy.

- A. Commercial General Liability insurance in amounts not less than \$1,000,000 per occurrence;
- B. Workers' Compensation insurance in such amounts as may be required by law or regulation;
- C. With respect to full truckload and less-than-full truckload shipments referenced in Section 6(A), CWW shall maintain Motor Truck Cargo Legal Liability insurance, with limits of \$150,000 per occurrence;
- D. With respect to shipments referenced in Section 6(B), 6(C), 6(D) and 6(E), CWW shall maintain Cargo

- Liability insurance in amounts not less than \$1,000,000 per occurrence; and
- E. Employer's Liability insurance in amounts not less than \$1,000,000 per accident or bodily injury by accident, \$1,000,000 policy limit by disease, and \$1,000,000 per employee for bodily injury by disease.

15. LIENS. CWW shall have a general lien on any and all Goods and other property (and documents relating thereto) of Customer in CWW's possession, custody or control or en route, for all claims for charges, expenses or advances incurred by CWW in connection with any shipments of Customer or services to Customer, and if such claim remains unsatisfied for thirty (30) days or more after demand for its payment is made, CWW may sell at public auction or private sale, upon not less than ten (10) days written notice to Customer, sent certified or registered mail with return receipt requested, such Goods, or so much thereof as may be necessary to satisfy such lien and all reasonable costs incurred by CWW in exercising its rights hereunder and selling such Goods, and apply the net proceeds of such sale to the payment of the amount due to CWW. Any surplus from such sale shall be transmitted to Customer, and Customer shall be liable for any deficiency in the sale. The provisions of this Section shall survive termination or expiration of this Agreement.

16. TERM AND TERMINATION.

A. The term of this Agreement shall commence on the Effective Date and continue until terminated as provided herein (the "Term").

B. Notwithstanding the foregoing, either Party (the "Terminating Party") may terminate this Agreement at any time during the Term in the event that the other Party (the "Defaulting Party") has breached the terms of this Agreement or otherwise failed to perform any obligation hereunder, upon written notice to the Defaulting Party, provided that the Terminating Party has previously provided written notice of such breach or failure to the Defaulting Party and such Defaulting Party has failed to cure such breach or remedy such failure within fourteen (14) days (the "Cure Period") after receipt of such notice. Notwithstanding the foregoing, no Cure Period shall be provided with respect to payment of any sums due hereunder.

C. In addition, either Party may terminate this Agreement without cause nor penalty upon not less than thirty (30) days prior written notice to the other Party.

D. Termination of this Agreement shall not affect the rights and obligations of the Parties accruing prior to such termination, and in the event any shipment of Goods is in progress as of the date of termination, the Agreement shall be deemed to survive with respect thereto until all obligations of the Parties with respect to such shipment(s) have been satisfied.

17. MUTUAL INDEMNITY. Subject to the limitations of liability in Section 6 hereof, each Party hereto will indemnify, defend and hold harmless the other Party, its directors, officers and employees from any and all liability, loss, damages, claims, liens, costs and expenses (including reasonable attorneys' fees and court costs), arising from third party bodily injury or death and damage to third party property to the extent caused by the negligent acts or omissions of the indemnifying Party, its directors, officers and employees in the performance of its obligations under this Agreement. The indemnified Party will give reasonable notice to the indemnifying Party of any claim, action or proceeding, in respect of which indemnity may be sought hereunder. An indemnified Party may participate, at its own expense, in the defense of any such action.

18. CONFIDENTIALITY. CWW and Customer each hereby agree not to use or disclose to any third party the confidential or proprietary information of the other Party, and CWW and Customer each agree not to intentionally disclose, directly or indirectly, any such information, and shall cause such information to be kept confidential and not used in any way detrimental to the other; provided, however, that (i) either Party may use or disclose any such information which has been publicly disclosed (other than directly or indirectly by such Party after the date hereof), (ii) to the extent that such Party may become legally compelled to disclose any of such information, such Party may disclose such information if such Party has used its best efforts, and shall have afforded the other Party the opportunity, to obtain any appropriate protective order, or other satisfactory assurance of confidential treatment, for the information to be so disclosed, (iii) such Party may disclose any such information to such Party's agents and experts who agree to be bound by this confidentiality provision, and (iv) such Party may disclose such confidential information as may be necessary for such Party to prosecute or defend any claims or disputes related to or arising out of this Agreement.

19. MISCELLANEOUS

A. NOTICE. Any written notices issued by one Party to another Party pursuant to this Agreement shall be sent by (a) courier or (b) certified mail (return receipt requested), to the other Party. In the case of CWW, a copy of such notice shall be sent to *legal@craneww.com*.

B. ASSIGNMENT. Neither Party may assign this Agreement or the rights and obligations set forth herein, without the other Party's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, CWW may subcontract the services or any portion thereof to a third party in its ordinary course of business.

C. ATTORNEYS' FEES. In the event of any controversy, claim or dispute between the Parties hereto arising out of or relating to this Agreement or the breach thereof, the prevailing Party shall be entitled to recover from the other Party reasonable attorneys' fees, expenses and costs.

D. GOVERNING LAW. Except where superseded by applicable federal or international law or treaty, this Agreement and all claims or causes of action arising hereunder shall be governed by and construed in accordance with the federal laws of the United States, where applicable, and otherwise by the laws of the State of Texas, excluding its conflicts of laws provisions, and in the event of a dispute arising under or with respect to this Agreement, the Parties hereby submit to exclusive jurisdiction in the federal or state courts located in Harris County, Texas, and agree that venue is proper and convenient in such forum.

E. WAIVER. The failure of either Party to enforce any of the rights given to it under this Agreement shall not be construed as a waiver of the right of such Party to exercise any such right as to any subsequent violations hereof.

F. SEVERABILITY. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable for any reason, such provision shall be severed from this Agreement and the remainder of this Agreement shall continue in full force and effect.

G. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto with respect to the matters set forth herein.

H. AMENDMENT. Any change, addition, deletion or other modification to this Agreement shall be null and void unless in writing and signed by both Parties hereto.