

# Hillman International Services

## TERMS AND CONDITIONS OF SERVICE & POWER OF ATTORNEY

All shipments to or from the Customer, which term shall include the exporter, importer, sender, receiver, owner, consignor, consignee, transferor or transferee of the shipments, will be handled by Hillman International Services (herein called the "Broker") on the following terms and conditions:

1. Responsibility to furnish information: (a) On an import at a reasonable time prior to entering of goods for U.S. Customs, the Customer shall furnish to the Broker invoices in proper form and other documents necessary or useful in the preparation of the U.S. Customs entry and also, such further information as may be sufficient to establish the dutiable value, the classification, the country of origin, the genuineness of the merchandise and any mark or symbol associated with it, the Customer's right to import and/or distribute the merchandise, and the merchandise's admissibility, pursuant to U.S. law or regulation. If the Customer fails in a timely manner to furnish such information or documents, in whole or in part, as may be required to complete U.S. Customs entry or comply with U.S. laws or regulations, or if information or documents furnished are inaccurate, or incomplete, The Broker will be obligated only to use its best judgment in connection with the shipment and in no instance shall be charged with knowledge by the Customer of the true circumstances to which such inaccurate, incomplete, or omitted information or document pertains. Where a bond is required by U.S. Customs to be given for the production of any document or the performance of any act, the Customer shall be deemed bound by the terms of the bond notwithstanding the fact that the bond has been executed by the Broker as principal, it being understood that the Broker is held harmless for consequences of any breach of the terms of the bond.. (b) Broker shall not in any way be responsible or liable for increased duty, penalty, fine or expense unless caused by the negligence or other fault of the Broker, in which event its liability to the Customer shall be governed by the provision of paragraphs 5-6 below. The Customer shall be bound by and warrant the accuracy of all invoices, documents and information furnished to the Broker by the Customer or its agent for entry or other purposes and the Customer agrees to indemnify and hold harmless the Broker against any increased duty, penalty or other expense including attorney's fees, resulting from any inaccuracy, incomplete statement, omission or any failure to make timely presentation, even if not due to any negligence of the Broker.

2. **Liability Limitation of Third Parties:** The Broker is authorized to select and engage carriers, truckmen, lightermen, forwarders, customs brokers, agents, warehousemen and others, as required, to transport store, deal with and deliver the goods, all of whom shall be considered as the agents of the Customer, and the goods may be entrusted to such agencies subject to all conditions as to limitation of liability or loss, damage, expense 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, truckmen, lighterman, forwarders, customs brokers, agents, warehousemen and others. The Broker shall under no circumstances be liable for any loss, damage, expense or delay to the goods for any reason whatsoever when said goods are in custody, possession or control of third parties selected by the Broker to forward, enter and clear, transport or render other services with respect to such goods.
3. **Choosing Routes or Agents.** Unless express instructions in writing are received from the Customer, the Broker has complete freedom in choosing the means, route and procedure to be followed in the handling, transportation and delivery of the goods. Advice by the Broker to the Customer that a particular person or firm has been selected to render services with respect to the goods shall not be construed to mean that the Broker warrants or represents that such person or firm will render such services.
4. **Quotations not binding.** Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by the Company to the Customer are for informational purposes only and are subject to change without notice and shall not under any circumstances be binding upon the Broker unless the Broker in writing specifically undertakes the handling or transportation of the shipment at a specific rate.
5. **Limitation of Liability.** Subject to the provisions of 19 CFR 111.44, the Customer agrees that the Broker shall in no event be liable for any loss, damage, expense or delay to the goods resulting from the negligence or other fault of the Broker for any amount in excess of \$50.00 per shipment (or invoice value, if less) and any partial loss or damage for which the Broker may be liable shall be adjusted pro rata on the basis of such valuation.
6. **Presenting claims.** Subject to the provisions of 19 CFR Section 111.44, in no event shall the Broker be liable for any act, omission or default by it in connection with the exportation or importation, unless a claim therefore shall be presented to it at its office within ninety (90) days from date of importation of the goods in a written statement to which sworn proof of any claim shall be attached. No suit to recover for any claim or demand hereunder shall in any event be maintained against the Broker unless instituted within six (6) months after presentation of the said claim, as above provided. No agent or employee of the Broker shall have authority to alter or waive any of the provisions of this cause.

7. Liability of Broker. Subject to the provision of 19 CFR Section 111.44, it is agreed that any claim or demand for loss, damage, expense or delay shall be only against the carriers, truckmen, lightermen, forwarders, customs brokers, agents, warehousemen or others in whose actual custody or control the goods may be at the time of such loss, damage, expense or delay, and that the Broker shall not be liable or responsible for any claim or demand from any cause whatsoever, unless in each case the goods were in actual custody or control of the Broker and the damages alleged to have been suffered be proven to be caused by the negligence or other fault of the Broker, its officers or employees, in which event the limitation of liability set forth in paragraph 5 herein shall apply. The Broker shall not in any circumstances be liable for consequential or punitive damages or damages arising from loss of profit and shall not be liable to the Customer for actual or statutory damages unless it is first proven that the Broker actually had knowledge of the circumstances giving rise to such claim and that the Broker directly contributed to the act(s) allegedly causing such damages.
8. Advancing Money, The Broker shall not be obliged to incur any expense, guarantee payment or advance any money in connection with the importing, forwarding, transporting, insuring, storing or cooping of the goods, unless the same is previously provided to the Broker by the Customer on demand. The Broker shall be under no obligation to advance freight charges, customs duties or taxes on any shipment, nor shall any advance by the company be construed as a waiver of the provisions hereof.
9. Indemnification for Freight, Duties. In the event that a carrier, other person or any governmental agency makes a claim or institutes legal action against the Broker ocean or other freight, duties, fines, penalties, liquidated damages or other money due arising from a shipment of goods of the Customer, the Customer agrees to indemnify and hold harmless the Broker for any amount the Broker may be required to pay such carrier, other person or governmental agency together with reasonable expenses, including attorney's fees, incurred by the Company in connection with defending such claim or legal action and obtaining reimbursement from the Customer. The confiscation or detention of the goods by any governmental authority shall not affect or diminish the liability of the Customer to the Broker to pay all charges or other money due promptly on demand.
10. Compensation of Broker. The compensation of the Broker for its services shall be included with and is in addition to the rates and charges of all carriers and other agencies selected by the Broker to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends or other revenue received by the Broker from carriers, insurers and others in connection with the shipment. In any referral for collection or action against the Customer for monies due the Broker, the Customer shall pay the expenses of collection and /or litigations, including a reasonable attorney fee.
11. No responsibility for Governmental Requirements. It is the responsibility of the Customer to know and comply with the marking requirements of the U.S. Customs

Service, the regulations of the U.S. Food and Drug Administration, and all other requirements including the regulations of Federal, state and local agencies pertaining to the merchandise. The Broker shall not be responsible for action taken or fines or penalties assessed by any governmental agency against the shipment because of the failure of the Customer to comply with the law or the requirements or regulations of any governmental agency or with a notification issued to the Customer by any such agency.

12. Indemnity Against Liability Arising from the Importation of Merchandise. The Customer agrees to Indemnify and hold the Broker harmless from any claims and / or liability arising from the importation of merchandise which violates any Federal, state and / or other laws or regulations and further agrees to indemnify and hold the Broker harmless against any and all liability , loss, damages, costs, claims and / or expenses, including but not limited to attorney's fees, which the Broker may hereafter incur, suffer or be required to pay by reason of claims by any governmental agency or private party. In the event that any action, suit or proceeding is brought against the Broker by any government agency or any private party, The Broker shall give notice in writing to the Customer by mail at its address on file with the Broker. Upon receipt of such notice, the Customer at its own expense shall defend against such action and take all steps as may be necessary or proper to prevent the obtaining of a judgment and / or order against the Broker.
13. Loss, Damage or Expense Due to Delay. Unless the services to be performed by the Broker on behalf of the Customer are delayed by reason of the negligence or other fault of the Broker, the Broker shall not be responsible for any loss, damage or expense incurred by the Customer because of such delay. In the event the Broker is at fault, as aforesaid, its liability is limited in accordance with the provisions of paragraphs 5-6 above.
14. Construction of Terms and Venue. The foregoing terms and conditions shall be construed according to the laws of the State of Nevada. Unless otherwise consented to in writing by the Broker, legal proceeding against the Broker may be instituted by the Customer, its assigns or subrogee except in the City of Las Vegas.