NNR Global Logistics USA Inc.

WRITTEN AUTHORIZATION TO PREPARE OR TRANSMIT
ELECTRONIC EXPORT INFORMATION (EEI)

I, _____ hereby authorize
(Print Company Name of U.S. or Foreign Principal Party in Interest)

NNR Global Logistics USA Inc to act as authorized agent/forwarding agent to
(Authorized Agent/Forwarding Agent)

transmit Electronic Export Information (EEI) through the Automated Export System (AES) as required by U.S. Customs and Border Protection (CBP) and the U.S. Census Bureau for both export control and data collection purposes, which may be required by law or regulation in connection with the exportation or transportation of any merchandise on behalf of said Principal Party in Interest. The Principal Party in Interest certifies that the necessary and proper documentation to accurately complete and transmit the EEI will be provided to or arranged for NNR Global Logistics USA Inc.

The Principal Party in Interest understands that failure to provide or arrange for the information to complete an EEI filing will result in the cargo being held until all the mandatory information is supplied. Forwarding agent will not proceed with a shipment unless it is certain that all the information complies with the U.S. Export Administration Regulations (EAR) and U.S. Census Federal Trade Regulations (FTR) and any other U.S. regulatory agency that may have jurisdiction over the shipment.

The Principal Party in Interest further understands that civil and criminal penalties may be imposed for making false or fraudulent statements or for the violation of any United States laws or regulations on exportation and agrees to be bound by all statements of the forwarding agent based upon information or documentation provided by the Principal Party in Interest to the named authorized forwarding agent.

(Print Company Name)	(*EIN Number)
(Print Address or PO Box)	(Telephone No.)
(Print City/State/Country/Zip)	(Facsimile No.)

Signature: _____ Title/Capacity: _____

Printed Name: _____ Date: _____

Capacity: (Check one)

☐ U.S. Exporter/Principal Party in Interest ☐ Foreign Principal Party in Interest

* Only required if Principal Party in Interest is domiciled in the U.S.

TERMS AND CONDITIONS OF NNR GLOBAL LOGISTICS USA INC.

Subject to any additional or expressly contrary provisions of any applicable law, bill of lading or tariff, the following terms and conditions shall apply to all air and ocean shipments handled by NNR Global Logistics USA Inc. ("NNR") as a freight forwarder, break bulk agent, customs broker, trucking company, warehouse or otherwise:

1. **LIMITATION OF LIABILITY. In all circumstances, unless the shipper has submitted a written request in advance to insure the shipment and has paid the supplementary charge to NNR, NNR's liability for goods lost, damaged or delayed by any cause whatsoever shall not exceed (i) for air shipments, 19 "special drawing rights" (as defined and calculated by the International Monetary Fund) per kilogram, or the then current rate of liability pursuant to Montreal Convention; or (ii) for ocean shipments, US$500 per package or shipping unit or the then current rate of liability as set forth in the Hague Rules as amended, including the Hague-Visby rules, or as set forth in U.S. COGSA, whichever applicable. In no circumstances shall NNR be liable for any special, consequential, incidental, indirect or punitive damages, losses or injuries of any nature.**

2.**CHOICE OF LAW/VENUE/JURISDICTION.** These terms and conditions, and any act or contract to which they apply, shall be governed and interpreted by the laws of the State of Illinois, United States of America, without reference to its choice of law provisions. The shipper, consignee, importer and owner agree that any and all legal actions brought by any of them (regardless of whether based on a contract, tort, statute, or in equity or otherwise) regarding or relating to the transportation, import, export, entry, warehousing or other handling, expenses and charges of or for the shipment(s) which are the subject of the invoice, or their relationship to NNR, shall be exclusively brought in the state or federal courts in Cook County, Illinois, United States of America. The shipper, consignee, importer and owner hereby irrevocably agree that said courts are an appropriate and convenient forum for the resolution of all claims and irrevocably consent to the personal and subject matter jurisdiction of the state and federal courts located in Cook County, Illinois, United States of America.

3. **PAYMENT TERMS.** The full amount of the invoice is due within thirty (30) days from the date of invoice. Any amount which is unpaid within that time shall accrue interest at the rate of one and a half percent (1.5%) per month until paid, which interest shall be added to the balance owed. Regardless of to whom the invoice is issued, the shipper, consignee and owner of the cargo jointly and severally guarantee to NNR the payment of all amounts set forth in the invoice. All amounts owed shall be paid without set-off, counterclaim, deduction or delay.

4. **COLLECTION EXPENSES.** If it becomes necessary for NNR to utilize a collection agency and/or an attorney to collect any unpaid amount of this invoice, the shipper, consignee and/or owner of the cargo shall be obligated to pay the actual collection agency fees, attorneys fees and litigation or other expenses, including but not limited to court costs, incurred by NNR, regardless of whether litigation is actually filed.

5. **DUTIES, TAXES AND OTHER CHARGES.** NNR is authorized (but shall be under no obligation) to advance any duties, taxes or charges and to make any disbursements with respect to the cargo, and the shipper, consignee, importer and owner shall be jointly and severally liable for the reimbursement thereof. NNR shall be under no obligation to incur any expense or to make any advance in connection with the forwarding or reforwarding of the cargo except against repayment by the shipper, consignee, importer or owner. If it is necessary to make customs entry of the cargo at any place, the cargo shall be deemed to be consigned at such place to the person named on the bill of lading as customs consignee or, if no such person is named, to NNR or to such customs consignee, if any, as NNR may designate. If, for any reason, it is impossible for NNR to complete a contract of carriage or if the consignee fails or refuses to accept delivery of the goods, NNR may store the goods at its applicable storage rates or, at its option, may store the goods in a public warehouse, in which event the storage rates charged by such warehouse shall apply. All such charges shall be the responsibility of the shipper, consignee, importer and owner.

6. **LIEN ON CARGO.** NNR shall have a lien on any and all property of the shipper, consignee, importer and/or owner (and documents relating thereto) in NNR's possession, custody or control for all charges, advances or amounts of any kind due under this invoice or any prior or subsequent invoices or contracts with the shipper, consignee or owner of the goods, and NNR may refuse to surrender possession of the cargo until all such charges or debts are paid in full. If such amounts remain unpaid for 30 days after NNR's demand for payment, NNR may sell such property at public auction or private sale. The proceeds of such sale shall be applied to the amounts owed. Any surplus shall be paid to the rightful party, and the shipper, consignee, importer and/or owner shall remain responsible for any deficiency.

7. **PRESENTING CLAIMS.** The consignee or other person entitled to delivery must submit a written claim to NNR as follows:

Air Shipments

(a) For damage to or partial loss of the cargo, the claim must be submitted immediately after discovery of the damage and at the latest within 14 days from receipt of the goods;

(b) For delay in the delivery of the cargo, the claim must be submitted within 21 days of the date the cargo is tendered to the consignee;

(c) In cases of non-delivery (including total loss or destruction) of the cargo, the claim must be submitted within 120 days from the date the waybill was issued; and

(d) For all other circumstances, the claim must be submitted within 270 days from the date the waybill was issued.

Ocean Shipments

(a) Written notice of claims for loss of or damage to Goods occurring or presumed to have occurred while in the custody of Carrier must be given to Carrier at the port of discharge before or at the time of removal of the Goods by any person entitled to such delivery. If such notice is not provided, removal shall be prima facie evidence of delivery by Carrier.

(b) If such loss or damage to the Cargo is not apparent (ie: concealed damage), written notice must be given to the Carrier within three days of the delivery or all claims of loss or damage are waived.

8. **TIME BAR.** Any rights, claims or damages which the shipper, consignee or owner might have against NNR shall be extinguished unless legal action is brought against NNR in the proper forum and written notice thereof received:

(a) For matters arising out of air shipments: within two (2) years from the earliest of (i) the date on which the aircraft arrived at the final destination, (ii) the date on which the aircraft should have arrived at the final destination; or (iii) the date on which the transportation stopped.

(b) For matters arising out of ocean shipments: within one (1) year after delivery of the Goods or the date when the Goods should have been delivered, and;

(c) For all other matters, within two (2) years from the date that shipper, consignee or owner discovered, or should have discovered, the alleged loss or damage.

(d) In the event that any of the foregoing time period(s) is/are found to be contrary to any convention or law, the shortest time period prescribed by such convention or law shall then apply, but in that circumstance only.

9. **COMPLIANCE WITH REGULATIONS.** The shipper, consignee and owner shall comply with all applicable laws and government regulations of any country to, from, through or over which the cargo might be carried, including those relating to the packing, carriage, marking or delivery of the cargo. NNR is not liable or responsible to the shipper, consignee, owner or anyone else for any fines, penalties, losses, expenses or damages incurred or caused due to the shipper's, consignee's or owner's failure to comply with such laws or regulations.

10. **DUTY TO FURNISH INFORMATION.** On all shipments, the shipper, consignee, importer and/or owner of the cargo shall provide to NNR all commercial invoices and other documents or information necessary or useful to the transportation, exportation or importation of the cargo, including but not limited to such information and documents required to establish the dutiable value, classification or admissibility of the cargo. If all such information and documents are not fully, accurately and timely provided to NNR, the shipper, consignee, importer and/or owner shall indemnify and hold NNR harmless for all consequences of such failure, including but not limited to any duties, fines, penalties or expenses, including attorneys fees.

11. **RELIANCE ON INFORMATION FURNISHED.** On all shipments, the shipper, consignee, importer and/or owner of the cargo acknowledge that it is required to review all documents and other declarations prepared and/or filed with the U.S. Customs & Border Protection, other Government Agencies and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions on any declaration or other submission filed on Customer's behalf. In preparing and submitting customs entries, export declarations, applications, security filings, documentation and/or other required data, the Company relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by shipper, consignee, importer and/or owner of the cargo. Shipper, consignee, importer and/or owner of the cargo shall use reasonable care to ensure the correctness of all such information and shall indemnify and hold the Company harmless from any and all claims asserted and/or liability or losses suffered by reason of shipper, consignee, importer and/or owner's failure to disclose information or any incorrect, incomplete or false statement made by its agent, representative or contractor upon which the Company reasonably relied. The shipper, consignee, importer and/or owner of the cargo acknowledge they have an affirmative, non-delegable duty to disclose any and all information required to import, export or enter the goods.

12. **TEMPERATURE OR HUMIDITY CONTROLLED CARGO.** Except as agreed to in writing by NNR, the shipper shall not tender any cargo which requires temperature or humidity control. For all temperature controlled cargo, the shipper shall advise NNR in writing of the particular temperature range to be maintained. If the cargo's container has been prepared by or on behalf of the shipper, the shipper warrants that the container has been properly pre-cooled, that the cargo has been properly packed, loaded and secured, and that the container's thermostatic controls have been properly set before delivery of the cargo to NNR.

13. **QUOTATIONS NOT BINDING.** Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by NNR to the shipper, consignee, importer or owner are for informational purposes only and are subject to change without notice and shall not under any circumstances be binding upon NNR unless NNR in writing specifically undertakes the handling or transportation of the shipment at a specific rate.

14. **AMENDMENTS TO CONTRACT.** Any alteration, modification or waiver of any provisions of these terms and conditions must be in writing and signed by an officer of NNR. No other employee, agent, servant or representative has the authority to alter, modify or waive any provision of these terms and conditions.

15. **FIT FOR CARRIAGE.** Except as agreed to in writing by NNR, the shipper warrants that the cargo is fit for carriage (overseas and local), storage, packing or other handling pursuant to the shipper's instructions and are not goods included in the IATA Dangerous Goods Regulations prevailing at the time NNR receives the cargo. If the shipper nevertheless delivers any such dangerous goods to NNR or causes NNR to accept or handle or deal with any such goods, then whether or not NNR is aware of the nature of such goods, the shipper, consignee, importer and owner shall be liable for all expenses, costs, losses, damages, fines, penalties or other expenses of any sort incurred by NNR in connection with the cargo and shall indemnify NNR against all such amounts and any other liabilities or claims arising in connection with the goods. In addition, NNR, in its sole discretion, may destroy the cargo or otherwise deal with it at the risk and expense of, and without liability to, the shipper, consignee, importer and owner.

16. **PERISHABLE GOODS.** Perishable goods which are not taken up immediately upon arrival, or which are insufficiently addressed or marked or otherwise not readily deliverable for any cause beyond NNR's control, may be sold or otherwise disposed of without any notice to the shipper, consignee, importer or owner, and payment or tender of the net proceeds of any sale after deduction of all charges and expenses shall constitute delivery of the goods. All charges and expenses incurred by NNR in connection with the sale or other disposal of the goods shall be paid by the shipper, consignee, importer or owner.

17. **SEVERABILITY.** If any provision of these terms and conditions is declared void, invalid or unenforceable by any court of law or administrative agency, the provision shall remain in effect to the extent that it is valid or enforceable, and all remaining provisions shall remain in full force and effect.

_____

(Signature)

_____

(Company Name)

_____

(Date)