



LANGOWSKI LOGISTICS TERMS AND CONDITIONS OF SERVICE

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY AGREEING TO USE THE SERVICES OF COMPANY AND ITS AFFILIATED ENTITIES, CUSTOMER SIGNIFIES ITS ASSENT TO THESE TERMS AND CONDITIONS. IF YOU ARE ACTING ON BEHALF OF AN ENTITY, THEN YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY. THESE TERMS AND CONDITIONS OF SERVICE CONSTITUTE A LEGALLY BINDING CONTRACT BETWEEN THE COMPANY AND CUSTOMER. ALL SERVICES RENDERED BY COMPANY ON BEHALF OF, OR FOR THE BENEFIT OF CUSTOMER, SHALL BE PERFORMED IN ACCORDANCE WITH, AND BE SUBJECT TO, THESE TERMS AND CONDITIONS.

1. Definitions.

- (a) "Company" shall mean Langowski Logistics Corp., its subsidiaries, related companies, agents and/or representatives;
- (b) "Customer" shall mean the person for which the Company is rendering service, as well as its principals, agents and/or representatives, including, but not limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shipper's agents, insurers and underwriters, break-bulk agents, consignees, etc. It is the responsibility of the Customer to provide notice and copy(s) of these terms and conditions of service to all such agents or representatives;
- (c) "Documentation" shall mean all information received directly or indirectly from Customer, whether in paper or electronic form;
- (d) "Third parties" shall include, but not be limited to, the following: carriers, truckmen, cartmen, lightermen, forwarders, OTIs, customs brokers, agents, warehousemen and others to which the goods are entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise.
- (e) "Invoice". Invoice shall refer to the quote, order confirmation, invoice or other documentation issued by Company reflecting the purchase of services from Company.
- (f) "Services". Services shall mean any and all services offered or performed by Company on behalf of Customer, its agents and/or representatives, whether or not referenced in an Invoice.

2. Application. These terms and conditions shall apply to and shall govern all Services provided by Company, as well as all invoices, agreements or other documents which memorialize an agreement to purchase Services from Company, regardless of whether the invoice or other document references these terms and conditions. All shipments, services, sales and quotations between Company and Customer are subject to these terms and conditions.

All rates are based on containers loaded within applicable legal weight limits under governing law and regulations. Any shipment exceeding such limits shall be subject to additional charges, permits, re-routing, or other operational requirements, at Customer's sole cost and expense, unless otherwise expressly agreed in writing.

2.1 Scope of Work: In the performance of its duties hereunder, Company shall perform freight forwarding and logistics services, which may include the arranging and/or providing services as set forth generally in this Agreement, in Company's quotation for Services and/or in a Statement of Work ("SOW") executed by the Parties. Unless otherwise agreed to in separate writing signed by both parties to this agreement, Company shall only be expected to perform those Services as agreed in writing and any additional services requested by Customer shall be understood to be provided by Company in accordance with, and pursuant to, this Agreement.

2.2 Ocean Services. Company may undertake the arrangement of transportation by ocean and related services with third parties, including ocean carriers. It is expressly understood that Company shall act as an ocean freight forwarder or forwarding agent and shall not issue a bill of lading for such services, and, in addition to the terms of this Agreement, such Services





shall be governed by the terms of the applicable bill of lading, and the ocean carrier's tariffs.

Export Ocean Services:

Rates are subject to space & equipment availability and carrier acceptance at time of booking. Drayage rate is valid for dock pickup/delivery, commercial area only. Container loading/stuffing on shipper side. The rate is valid for dock-to-dock delivery. Unless otherwise stated in the quote, the quoted rate is valid only for standard weekday pickups/deliveries during 8:00AM to 5:00PM business hours and does not include same day delivery. Due to chassis shortages, vessel delays, limited terminal appointments, and restricted empty return locations, we are unable to guarantee pick-up before the last free day or empty return before per diem charges begin. Langowski Logistics Corp. will not be responsible for any demurrage, per diem, or other accessorial charges that may occur. We are unable to guarantee on-time arrival for appointments for pick-ups and deliveries. We do not do orders for a specific time. All the stated dates/times are estimates only and are liable to change without notice.

Client understands and accepts that rates named in this tariff are based upon property to be of, or released to value not exceeding 10 cents per pound nor exceeding \$500.00 for any single piece in no case shall the carrier's liability exceed limits shown above per pound per piece or cost of repair, replacement or actual cash value whichever is lower. When the value of goods is in excess of limits shown above, shipper, owners or consignees may provide coverage respecting liability for full actual loss, damage or injury through the purchase of insurance. The cost of insurance is at the shipper's, owners, or consignee's expense.

Import Ocean Services:

The rate is valid for dock-to-dock delivery. Unless otherwise stated in the quote, the quoted rate is valid only for standard weekday pickups/deliveries during 8:00AM to 5:00PM business hours and does not include same day delivery. Due to chassis shortages, vessel delays, limited terminal appointments, and restricted empty return locations, we are unable to guarantee pick-up before the last free day or empty return before per diem charges begin. Langowski Logistics Corp. will not be responsible for any demurrage, per diem, or other accessorial charges that may occur. We are unable to guarantee on-time arrival for appointments for pick-ups and deliveries. We do not do orders for a specific time. All the stated dates/times are estimates only and are liable to change without notice. Client understands and accepts that rates named in this tariff are based upon property to be of, or released to value not exceeding 10 cents per pound nor exceeding \$500.00 for any single piece in no case shall the carrier's liability exceed limits shown above per pound per piece or cost of repair, replacement or actual cash value whichever is lower. When the value of goods is in excess of limits shown above, shipper, owners or consignees may provide coverage respecting liability for full actual loss, damage or injury through the purchase of insurance. The cost of insurance is at the shipper's, owners, or consignee's expense. All invoices must be paid before delivery. All shipping line / co-loader POD charges should be prepaid along with O/F otherwise will be invoiced on your account with our 5% of profit.

2.3 Air Services. Company may undertake the arrangement of transportation by air and related services with third parties, including air carriers. In the event that Company issues an air waybill for such services, it is understood that such instances, Company is acting as an indirect air carrier and, in addition to the terms of this Agreement, such Services shall be governed by the terms of the applicable air waybill. In the event that Company does not issue an air waybill for such Services, then it shall not be deemed an air carrier and Customer acknowledges that such Services may be subject to the air carrier's air waybill.

Air Services – Export:

Please note that shipment must be palletized as carrier may not accept loose cargo. Offer is Valid for Known Shipper according to KSMS only. Per TSA regulations, unknown shipper cargo must depart the U.S. on cargo aircraft and airline may apply different rate for freighter. All fees "per kg" are calculated per chargeable weight. Pickup rate base on dock to dock & commercial area terms only. Exlc.: liftgate/palletjack/residential area. The rates are subject to space availability, loadability and carrier acceptance at time of booking. Loadability is subject to the carriers individual equipment limitations and restrictions (narrowbody/widebody flights). The rates are based on the assumption that the cargo is screenable per TSA regulations. Airline Waiting time: Charged Actual. Insurance is NOT included and available on request.



Drums, cans, pails, barrels, and buckets etc. have a high possibility of setting off alarms and being denied for export. Any drum, can, pail, barrels and buckets (i.e., 55 gallon, 35 gallon, etc.) shipment that sets off alarms during U.S. export screening process must be recovered from airport which will result in extra costs and charges on the customer's account.

Air Services- Import:

Cargo insurance is not included in our offer. Appointment Fee (If the consignee requires an special appointment for the delivery): at cost If the shipment needs to be recovered/delivered on the weekend, extra charges will apply. For domestic USA trucking from/to the airport or from/to the USA domestic address, the liability limit is \$100.00 minimal or \$0.50 per pound, unless extra insurance is requested in writing and accepted by Langowski Logistics Corp. at an extra cost.

2.4 Brokerage Services. To the extent that Company is performing Services in the United States as a domestic transportation broker, it is understood that Company's responsibility shall be limited to arranging for transportation of Customer's freight as a broker of freight transportation, as that term is defined by 49 U.S.C. § 13102(2). These terms and conditions of service shall apply to the provision of brokerage services by Company unless otherwise set forth in writing between Company and Customer regarding the provision of brokerage services.

- (a) Customer shall be responsible for providing Company with timely and accurate delivery instructions and description of the cargo, including weight, dimensions, any special handling requirements, for any shipment.
- (b) Customer shall comply with all applicable laws and regulations relating to the transportation of hazardous materials as defined in 49 CFR § 172.800 and § 173 et seq. to the extent that any shipments constitute hazardous materials. Customer is obligated to inform Company immediately if any such shipments do constitute hazardous materials. Customer shall defend, indemnify and hold Company harmless from any penalties or liability of any kind, including reasonable attorney fees, arising out of Customer's failure to comply with applicable hazardous materials laws and regulations.
- (c) Customer shall be primarily responsible for the payment of all carrier charges, including freight and accessorial charges, for the shipments.
- (d) Customer shall be responsible for the accurate freight classification for all shipments.
- (e) Company shall use reasonable care in its selection of third parties to perform the transportation of Customer's freight. In the performance of its brokerage duties hereunder, Company has entered into, or may enter into, agreements with entities which will perform the carriage and/or freight forwarding services for the transportation of Customer's freight. It is expressly understood that Company does not assume responsibility as a carrier or freight forwarder of cargo under said agreements and Customer expressly acknowledges that Company does not assume such responsibility as a carrier. In the event that Company performs other services relating to the transportation of Customer's freight, Company's liability shall be limited to \$50 per shipment, or the limitation as set forth in the applicable bill of lading or transport document, whichever is less. In the event Company agrees to perform other functions, separate and apart from broker services, including, but not limited to, the arranging for customs brokerage services, ocean freight forwarding services, temporary storage and warehousing services, and other logistics functions, where any loss or damage occurs as a result of acts or omissions, breaches, or other liability arising from the provision of services not related to the performance of broker services, the liability of Company shall be as set forth herein.
- (f) It is understood that the insertion of Company's name on the bill of lading and/or delivery receipt shall be for the convenience of the Customer or carrier only and shall not change Company's status as a property broker or make Company liable as a carrier of the shipment.

3. Acceptance. No terms, conditions or prices for, or relating to any Services submitted by Customer shall be effective unless confirmed in writing by Company. No effect shall be given to any terms or conditions proposed in Customer's purchase order, proposal, request for quote, sales note, or any other document which add to, vary from, or conflict with the Invoice, with these terms and conditions, or any terms and conditions contained on or referenced in any agreement between Customer and Company, including, but not limited to, a bill of lading or contract of





carriage. Any such proposed terms shall be void. Customer shall be deemed to have assented to and acknowledged these terms and conditions unless Customer notifies Company in writing within three (3) working days of Customer's receipt of the Invoice that it rejects the Invoice and these terms and conditions.

4. Payment. Customer shall pay for Services and related services in accordance with the terms set forth in the Invoice, or as otherwise set forth in writing between the Customer and Company. Payment shall not be contingent upon any payment to the Customer from any third party. Customer may not set off any sums owed to Company for any reason.

All bank transfer and payment fees related to payments made to the Company must be borne by the Customer. In case the Company receives a payment reduced by these fees, the Customer shall be obliged to pay the outstanding amount.

5. Company as Independent Contractor. Company shall be an independent contractor with respect to the performance of all services performed on behalf of Customer and neither Company nor anyone employed by Company shall be deemed for any purpose to be the employee, agent, servant or representative of Customer in the performance of any service or part thereof in any manner dealt with hereunder.

6. Limitation of Actions.

(a) The company does not commit to fixed deadlines, and all dates are to be understood as estimates. The company bears no liability for delays, nor for any direct or indirect damages resulting from such delays.

(b) All claims for loss or damage shall be submitted only against the carrier performing the actual transportation in accordance with such entity's contract of carriage, tariffs, and/or terms and conditions. Company disclaims all claims for loss, damage or delay which are not the proximate result of Company's negligent, reckless or willful acts or omissions. In any event, all claims against the Company for a potential or actual loss, must be made in writing and received by the Company without undue delay: in the case of apparent damage to or loss of Goods, notice must be given immediately upon the receipt of the Goods; in the case of nonapparent damage to or loss of Goods, notice of claim must be given within the period prescribed by any applicable international convention or mandatory national law. In the absence of any such provision, notice of claim must be given within seven (7) days from the day when the Goods were received. If the Customer fails to give notice within the applicable notice period, then (i) unless prohibited by applicable law, such failure shall be a complete defense to any suit or action commenced by Customer related to such claim and (ii) where treatment under (i) is not permitted by applicable law, the Customer shall bear the burden of proof that the damage or loss of the Goods had occurred before the Goods were received, and if the Customer fails to prove this, the Goods will be considered to have been delivered in perfect condition. Notice of claim concerning delay, loss of the whole consignment and/or matters other than damage to or loss of the Goods shall be given within fourteen (14) days from the day on which the Customer knew or ought to have known about the circumstances forming the basis of Company's liability. If such notice of claim is not given within such time period, the Customer shall lose its right to put forward any claim.

(b) All suits against Company must be filed and properly served on Company as follows:

- (i) For claims arising out of ocean transportation, within one (1) year from the date of the loss;
- (ii) For claims arising out of air transportation, within two (2) years from the date of the loss;
- (iii) For claims arising out of the preparation and/or submission of an import entry(s), within seventy five (75) days from the date of liquidation of the entry(s);
- (iv) For any and all other claims of any other type, within one (1) year from the date of the loss or damage.

7. No Liability For The Selection or Services of Third Parties and/or Routes. It is expressly understood that Company, in the performance of its duties under this agreement, shall arrange services with third party service providers, such as, but not limited to, ocean carriers, air carriers, rail carriers, trucking companies, port terminals, stevedores, cargo handlers, warehousemen, surveyors, and customs brokers as may be required. It is understood and acknowledged that it shall be presumed that, in the performance of the Services, Company shall be arranging



transportation with third parties and shall not assume liability as a carrier. Unless services are performed by persons or firms engaged pursuant to express written instructions from the Customer, Company shall use reasonable care in its selection of third parties, or in selecting the means, route and procedure to be followed in the handling, transportation, clearance and delivery of the shipment; advice by the Company 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 Company warrants or represents that such person or firm will render such services nor does Company assume responsibility or liability for any actions(s) and/or inaction(s) of such third parties and/or its agents, and shall not be liable for any delay or loss of any kind, which occurs while a shipment is in the custody or control of a third party or the agent of a third party; all claims in connection with the Act of a third party shall be brought solely against such party and/or its agents; in connection with any such claim, the Company shall reasonably cooperate with the Customer, which shall be liable for any charges or costs incurred by the Company.

8. 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; no quotation shall be binding upon the Company unless the Company 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 the Company and the Customer.

9. Reliance On Information Furnished.

(a) Customer acknowledges that it is required to review all documents and declarations prepared and/or filed with third parties and government entities, 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;

(b) 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 Customer; Customer 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 the Customer's failure to disclose information or any incorrect, incomplete, or false statement by the Customer or its agent, representative or contractor upon which the Company reasonably relied. The Customer agrees that the Customer has an affirmative non-delegable duty to disclose any and all information required to import, export or enter the goods.

10. Declaring Higher Value To Third Parties. Third parties to whom the goods are entrusted may limit liability for loss or damage; the Company will request excess valuation coverage only upon specific written instructions from the Customer, which must agree to pay any charges therefor; in the absence of written instructions or the refusal of the third party to agree to a higher declared value, at Company's discretion, the goods may be tendered to the third party, subject to the terms of the third party's limitations of liability and/or terms and conditions of service.

11. Insurance. Unless requested to do so in writing and confirmed to Customer in writing, Company is under no obligation to procure insurance on Customer's behalf; in all cases, Customer shall pay all premiums and costs in connection with procuring requested insurance.

12. Disclaimers; Limitation of Liability.

(a) Except as specifically set forth herein, Company makes no express or implied warranties in connection with its services;

(b) Subject to (c) below, Customer agrees that in connection with any and all services performed by the Company, the Company shall only be liable for its wilful acts, which are the direct and proximate cause of any injury to Customer, including loss or damage to Customer's goods, and the Company shall in no event be liable for the acts of third parties;

(c) In connection with all services performed by the Company, Customer may obtain additional liability coverage, up to the actual or declared value of the shipment or transaction, by requesting such coverage and agreeing to make payment therefor, which request must be confirmed in





writing by the Company prior to rendering services for the covered transaction(s) (**Cargo Insurance**)

(d) In the absence of additional coverage under (b) above, the Company's liability shall be limited to \$50.00 per shipment or transaction;

(e) In no event shall Company be liable or responsible for consequential, indirect, incidental, statutory or punitive damages even if it has been put on notice of the possibility of such damages.

13. Advancing Money. All charges must be paid by Customer in advance unless the Company agrees in writing to extend credit to customer; the granting of credit to a Customer in connection with a particular transaction shall not be considered a waiver of this provision by the Company.

14. Indemnification/Hold Harmless. The Customer agrees to indemnify, defend, and hold the Company harmless from any claims and/or liability arising in any way from the transportation, storage, loading, unloading and/or delivery of the shipments and/or any action, inaction, omission, or conduct of the Customer, which violates any Federal, State and/or other laws, and further agrees to indemnify and hold the Company harmless against any and all liability, loss, damages, costs, claims and/or expenses, including but not limited to reasonable attorney's fees, which the Company may hereafter incur, suffer or be required to pay by reason of such claims, including any claims by any Third Party for freight or other charges, duties, fines, penalties, liquidated damages or other money due arising from services provided to or on behalf of the Customer. Customer agrees to indemnify, defend and hold the Company harmless from any claim, suit, demand or action in whatever form, asserted against Company for any injury, death, property damage, environmental damage or advertising injury arising in any way from the transportation, storage, loading, unloading and/or delivery of the shipments.

15. Costs of Collection. In any dispute involving monies owed to Company, the Company shall be entitled to all costs of collection, including reasonable attorney's fees and interest at 15% per annum or the highest rate allowed by law, whichever is less, unless a lower amount is agreed to by Company. If any suit is brought by Customer against Company and Company is determined not to be liable to Customer or its liability is limited in accordance with these terms and conditions, Company shall be entitled to its reasonable attorney's fees incurred in defending said action. The foregoing sentence shall not apply in the event a Court or other tribunal determines that Florida law does not apply to the services rendered by Company.

16. General Lien and Right To Sell Customer's Property.

(a) Company shall have a general and continuing lien on any and all property of Customer coming into the actual or constructive possession or control of Company or Company's third-party subcontractor, for monies owed to Company with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both;

(b) Company shall provide written notice to Customer of its intent to exercise such lien, the exact amount of monies due and owing, as well as any ongoing storage or other charges; Customer shall notify all parties having an interest in its shipment(s) of Company's rights and/or the exercise of such lien.

(c) Unless, within thirty days of receiving notice of lien, Customer posts cash or letter of credit at sight, or, if the amount due is in dispute, an acceptable bond equal to 110% of the value of the total amount due, in favor of Company, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, Company shall have the right to sell such shipment(s) at public or private sale or auction and any net proceeds remaining thereafter shall be refunded to Customer.

17. Modification. Company reserves the right to change, modify, add, or delete portions of these terms and conditions from time to time without further notice. Any attempt by Customer to unilaterally modify, alter or amend same shall be null and void. The headings contained in these terms and conditions are included for convenience and shall not affect the language included herein.

18. Compensation of Company. The compensation of the Company 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 Company to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends, or other revenue received by the Company from carriers, insurers and others in connection with the shipment. On ocean exports, upon request, the Company shall provide a reasonable breakdown of the categories of charges assessed in connection with the Services. For the avoidance of doubt, such breakdown shall be provided for informational purposes only and shall not include, and the Company shall have no obligation to disclose, any underlying cost invoices, supplier invoices, carrier invoices, contracts, rate agreements, or other documents constituting the Company's confidential information or trade secrets in any referral for collection or action against the Customer for monies due the Company, upon recovery by the Company, the Customer shall pay the expenses of collection and/or litigation, including a reasonable attorney fee.

19. Severability. In the event any Paragraph(s) and/or portion(s) hereof is found to be invalid and/or unenforceable, then in such event the remainder hereof shall remain in full force and effect.

20. Force Majeure. Company shall not be liable for any delay in performance of its obligations and responsibilities under an Invoice due to causes beyond its control, and without its fault or negligence, such as but not limited to war, embargo, national emergency, insurrection or riot, acts of the public enemy, fire, flood or other natural disaster, provided that said party has taken reasonable measures to notify the other promptly in writing, of delay.

21. Notice. Any notice or other communication required or permitted by these terms and conditions must be given in writing will be deemed given when received or delivered. Notice shall be given: Notice must be given to Company to Company's registered agent and/or corporate officer via overnight delivery service (such as FEDEX or DHL). If to Customer at such address, physical or electronic, as furnished in the Invoice or such other address utilized or referenced by Customer in its correspondence with Company.

22. Governing Law; Consent to Jurisdiction and Venue. These terms and conditions of service and the relationship of the parties shall be construed according to the laws of the State of Florida without giving consideration to principals of conflict of law. Customer and Company:

- (a) irrevocably consent to the jurisdiction of the United States District Court and the State courts of Miami-Dade County, Florida;
- (b) agree that any action relating to the services performed by Company, shall only be brought in said courts;
- (c) consent to the exercise of in personam jurisdiction by said courts over it, and
- (d) further agree that any action to enforce a judgement may be instituted in any jurisdiction.

23. Nonwaiver. Failure of either party to insist upon performance of any provision of these terms and conditions, or to exercise any right or privilege herein, or the waiver of any breach of any of the provisions hereof, shall not be construed as thereafter waiving any such provisions, rights or privileges, but the same shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

24. Entire Agreement. These terms and conditions, together with, as applicable, quotations and terms of contracts of carriage, contain all of the terms and conditions governing provision of Services by Company.





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