



Conceptum Logistics (USA), LLC - Terms & Conditions

All services rendered are provided pursuant with our standard terms and conditions of service and the NCBFAA terms and conditions of service. These conditions have clauses that may limit our liability.

- Choice of suppliers by Conceptum Logistics (USA), LLC.
- Conceptum Logistics quotation is valid for 30 days from the date of issuance and is subject to all terms, conditions and qualifications herein set forth, unless otherwise stated in writing by Conceptum Logistics.
- Standard payment terms are net cash, with balances due and payable in full upon receipt of invoice. Full payment to be in U. S. DOLLARS. Accounts with a balance due after 15-days will be considered delinquent. Interest will accrue on all unpaid balances at the maximum rate allowable by Texas law current at the time. Delinquent accounts will be subject to collection efforts, which may include engagement of collection agencies and/or attorneys to protect and enforce the rights of Conceptum Logistics. Shipper/consignee shall pay or reimburse all costs of collection, including reasonable attorney's fees (presumed to be 10% of all amounts due unless either party pleads and proves otherwise in court) and court costs, in addition to other amounts due.
- Conceptum Logistics shall be afforded priority lien rights against the cargo and the contract of shipper/consignee during and following transportation by Conceptum Logistics or its designee, as means of securing payment of amounts due. Shipper/consignee shall assign to Conceptum Logistics its contract proceeds and rights of lien pending full payment and shall indemnify and hold Conceptum Logistics harmless for all claims which may arise from retention and/or peaceable repossession of traceable cargo resulting from nonpayment.
- All payments shall be made to Conceptum Logistics at its office in Spring, TX, where the parties' agreement shall be deemed to have been made. Texas law shall govern interpretation and enforcement of contractual rights and responsibilities. In event of dispute, the parties agree to attempt alternative dispute resolution (e.g. mediation) then submit to the jurisdiction and forum of the appropriate state or county courts of Montgomery County, TX.
- All additional charges are calculated based on today's valid surcharges (CAF, BAF etc.) – they are adjusted monthly and are valid at time of shipment and will be billed at actuals.
- Local port charges at origin / destination are for shipper's / receiver's account, if not otherwise stated.
- Sub approval of carrier – appropriate lifting and lashing points: In case of an order please provide us with a technical drawing accordingly.
- Subject to further / final details and technical drawings.
- Subject to unchanged transport conditions.
- Subject to availability of equipment, vessel space and tonnage in position at the date of shipment.
- Our offer includes the current „force majeure and hardship clause 2003“.
- Deck's option, if nothing else was agreed before.
- Part / Full cargo in our option
- Potential possible charges for laydays and waiting times will be charged as stated. Detention shall also be paid by the Merchant at the same rate and day by day for any delay in waiting for berth at or off the port, including time lost due to swell or tide.
- Special lifting devices, which are not on board the vessel, but which are necessary for the safe loading and discharging operation, must be provided by the shipper (e.g. spreader, beams etc., but not limited to). Such equipment must be certified by Lloyd's Register or equivalent.
- Slings of normal length.
- Subject to acceptance of carrier.
- We assume free access to all loading and discharging points.
- Loading / offloading equipment has to be provided by the shipper.
- The shipper confirms that all wooden material is compliant with the ISM 15 regulations.
- The shipper is obliged to inform us with placing the order if the goods' value exceeds the legal liability amounts according to our terms and conditions, in order to arrange appropriate insurance cover, if requested.



- The cargo is stackable and overstackable, if nothing else was agreed before.
- General cargo for conventional shipments must be forkliftable, if not advised differently before.
- Cargo is suitable for one-hook operation, within outreach of vessel's gear.
- Cargo is suitably packed for sea transportation (seaworthy) in compliance with valid rules and regulations.
- For truck transportations all access routes and working places for the respective equipment have to be free from any obstacles. Ground stability of roads and areas used must be sufficient. Possible crop damage will be for account of shipper. Door delivery basis is free on truck, not offloaded.
- Subject to permit approval and / or rail clearance.
- Contingent upon the cost of fuel current at time of shipment, pricing may be adjusted accordingly by a fuel surcharge.
- Neither hazardous material, nor cargo containing hazardous material as defined by the US DOT will be accepted for shipment.
- This proposal does not meet "Frost Law" equipment axle loading requirements.
- Cargo is self-supporting
- Dimensions are inclusive of saddles where present and suitable for the intended transport.
- Quoted price includes all permits, pilot car escorts, equipment and labor reasonably determined to be required, based on weights and dimensions as supplied by the customer at the time of the quotation. Changes or omissions of details can affect final pricing and the ability to obtain permits.
- Unless specifically indicated in our Scope of Work document, costs for police escorts, utility assistance such as Telephone, Cable, Power Company, and DOT/Municipal Signal Shops are not included. If required, these services will be invoiced as additional, at cost plus 15%.
- Final pricing and performance are based upon approvals from all State and / or Local Governmental agencies enroute. Any route alterations or improvements required for safe transport of freight / equipment shall be the responsibility of the shipper / consignee.
- For movement of loads, considered as "superloads" by the individual states, a state-mandated bridge evaluation will have to be conducted. This process can take 4 to 8 weeks for completion. This evaluation is charged on a per-bridge basis, which makes it impossible to provide a precise permit cost in advance. Upon issue of the permit, or denial of the application, the actual cost will be known and your pricing will be adjusted accordingly. This evaluation by the state will not commence without a written Purchase Order or Contract specifying Conceptum Logistics as the service provider awarded this transportation project. All permit application costs and bridge evaluation fees are invoiced to Conceptum Logistics, and re-billed to you the customer at cost plus 15%. These costs are billed regardless as to whether or not the permit application is actually approved.
- All services rendered are provided pursuant with our standard terms and conditions of service and terms and conditions of the NCBFAA. If additional insurance is required, the cost for such will be quoted separately upon request. Conceptum Logistics assumes no liability for cargo in excess of insured amount.
- Unless otherwise indicated in our Scope of Work document, this estimate provides for two (2) hours free time for loading and two (2) hours free time for unloading. Detention charges will accrue after this free time has expired and will be invoiced as additional.
- Based on picking-up from, and delivering-to the nearest point(s) of accessibility.
- In-Plant clearances with sufficient compaction will be the responsibility of the shipper and/or consignee. Inadvertent damage to the surrounding property at origin or destination due to the activities of the transportation equipment is the risk of the shipper/consignee, which shall indemnify and hold Conceptum Logistics harmless for same. Relocation or renovation of obstacles at origin or destination, including but not limited to curbing, railroad tracks, fencing, etc., will be at the expense of the shipper/consignee.
- Cargo must be loaded at the most advantageous transport position, to be determined by Conceptum Logistics or our designated agents.
- Interpretation of shipper's blueprints is the responsibility of the shipper's personnel if loading is critical to permit travel. Conceptum Logistics will not be responsible for the structural or cosmetic condition of the cargo. It is the customer's responsibility to ensure the cargo is able to withstand the stresses of transport, including lashing and



securement, or to apprise Conceptum Logistics in writing in advance, including technical drawings, of any special requirements in lifting, handling, blocking, securing, or covering of cargo.

- Unless otherwise specified in our Scope of Work, loading and unloading of cargo will be the responsibility of others. Shipper and consignee will be responsible for safe assembly or disassembly of Conceptum Logistics carriers hauling equipment both at origin and at destination points.
- Unless otherwise specified, charges relating to dockage, wharfage and other terminal charges will be the responsibility of the shipper/consignee. Conceptum Logistics pricing does not provide for direct discharge ship-to-truck, or F.A.S. truck-to-ship, unless otherwise specified.
- Tarping of load is not included in this proposal unless otherwise noted.
- Shipping cradles, blocking, and cribbing of sufficient stability, and integrity will be the responsibility of others unless otherwise specified.
- Modifications to transport equipment, whether in advance or during transit, due to special handling requirements or unusual shape of cargo will be at the expense of the shipper or consignee.
- Pricing does not include any applicable sales or use taxes. Any taxes due shall be the responsibility of the shipper/consignee. Failure to produce a valid tax exemption certificate upon request shall result in the amounts due being applied to the final invoice.
- Activities related to this movement will begin upon receipt of Customer's written purchase order.
- Coordination of equipment and permits for "superloads" can require several weeks, or more.
- Shipper/consignee shall hold Conceptum Logistics harmless for shipping delays due to weather, acts of God, force majeure, or general delays due to the nature of the cargo during transport, but not limited to. Additional expenses incurred by Conceptum Logistics, including but not limited to escort costs and expired permits, shall be paid by shipper/consignee at cost plus 15%
- Unless otherwise contracted in writing, no part of this quote or subsequent agreement implies or explicitly commits to a specific delivery date and / or time. An estimated delivery date may be anticipated and provided, but in the event of a delay, Conceptum Logistics will not be responsible or penalized for associated costs, including but not limited to labor, equipment, crane(s), rigging, ship demurrage, etc. Conceptum Logistics is not liable for consequential damages.
- Neither Party may assign or transfer any of its rights under this Contract without the prior written consent of the other Party. For the avoidance of any doubt, the Parties confirm that this clause shall not in any way affect the right of Sender's or Carrier's insurers to direct recourse-actions against the Carrier or the Sender.

NCBFAA Terms & Conditions of Service

Conceptum Logistics (USA), LLC

These terms and conditions of service constitute a legally binding contract between the "Company" and the "Customer". In the event the Company renders services and issues a document containing Terms and Conditions governing such services, the Terms and Conditions set forth in such other document(s) shall govern those services.

1. Definitions

- (a) "Company" shall mean Conceptum Logistics (USA), LLC, 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) "Ocean Transportation Intermediaries" ("OTI") shall include an "ocean freight forwarder" and a "non-vessel operating carrier";
- (e) "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".

2. Company as agent

The Company acts as the "agent" of the Customer for the purpose of performing duties in connection with the entry and release of goods, post entry services, the securing of export licenses, the filing of export and security documentation on behalf of the Customer and other dealings with Government Agencies: as to all other services, Company acts as an independent contractor.

3. Limitation of Actions

- (a) Unless subject to a specific statute or international convention, all claims against the Company for a potential or actual loss, must be made in writing and received by the Company, within ninety (90) days of the event giving rise to claim; the failure to give the Company timely notice shall be a complete defense to any suit or action commenced by Customer.
- (b) All suits against Company must be filed and properly served on Company as follows:
 - I. For claims arising out of ocean transportation, within half a year from the date of the loss;
 - II. For claims arising out of air transportation, within two (2) years
 - III. year from the date of the loss;
 - IV. For claims arising out of the preparation and/or submission of an import entry(s), within thirty (30) days from the date of liquidation of the entry(s);
 - V. For any and all other claims of any other type, within half a year from the date of the loss or damage.

4. No Liability for The Selection or Services of third Parties and/or Routes

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.

5. 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.

6. Reliance On Information Furnished

- (a) Customer acknowledges that it is required to review all documents and declarations prepared and/or filed with U.S. Customs & Border Protection, other Government Agency 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 Customers 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.

7. 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 therefore; 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.

8. 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.

9. Disclaimers; Limitation of Liability

- (a) Except as specifically set forth herein, Company makes no express or implied warranties in connection with its services;
- (b) 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).
- (c) In the absence of additional coverage under (b) above, the Company's liability shall be limited to the following:
 - I. where the claim arises from activities other than those relating to customs business, \$ 50.00 per shipment or transaction, or
 - II. where the claim arises from activities relating to "Customs business," \$ 50.00 per entry or the amount of brokerage fees paid to Company for the entry, whichever is less;
- (d) 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, or for the acts of third parties.

10. 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.

11. Indemnification/Hold Harmless

The Customer agrees to indemnify, defend, and hold the Company harmless from any claims and/or liability, fines, penalties and/or attorneys' fees arising from the importation or exportation of customers merchandise and/or any conduct of the Customer, including but not limited to the inaccuracy of entry, export or security data supplied by Customer or its agent or representative, 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, penalties, fines 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; in the event that any claim, suit or proceeding is brought against the Company, it shall give notice in writing to the Customer by mail at its address on file with the Company.

12. C.O.D. or Cash Collect Shipments

Company shall use reasonable care regarding written instructions relating to "Cash/Collect on Deliver (C.O.D.)" shipments, bank drafts, cashier's and/or certified checks, letter(s) of credit and other similar payment documents and/or instructions regarding collection of monies but shall not have liability if the bank or consignee refuses to pay for the shipment.

13. 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 12% per annum or the highest rate allowed by law, whichever is less unless a lower amount is agreed to by Company.

14. 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 Company's actual or constructive possession or control 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 on-going 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.

15. No Duty To Maintain Records For Customer

Customer acknowledges that pursuant to Sections 508 and 509 of the Tariff Act, as amended, (19 USC §1508 and 1509) it has the duty and is solely liable for maintaining all records required under the Customs and/or other Laws and Regulations of the United States; unless otherwise agreed to in writing, the Company shall only keep such records that it is required to maintain by Statute(s) and/or Regulation(s), but not act as a "recordkeeper" or "recordkeeping agent" for Customer.

16. Obtaining Binding Rulings, Filing Protests, etc.

Unless requested by Customer in writing and agreed to by Company in writing, Company shall be under no obligation to undertake any pre-or post Customs release action, including, but not limited to, obtaining binding rulings, advising of liquidations, filing of petition(s) and/or protests, etc.

17. Preparation and Issuance of Bills of Lading

Where Company prepares and/or issues a bill of lading, Company shall be under no obligation to specify thereon the number of pieces, packages and/or cartons, etc.; unless specifically requested to do so in writing by Customer or its agent and Customer agrees to pay for same, Company shall rely upon and use the cargo weight supplied by Customer.

18. No Modification or Amendment Unless Written

These terms and conditions of service may only be modified, altered or amended in writing signed by both Customer and Company; any attempt to unilaterally modify, alter or amend same shall be null and void.



19. 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 detailed breakout of the components of all charges assessed and a true copy of each pertinent document relating to these charges. 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.

20. 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. Company's decision to waive any provision herein, either by conduct or otherwise, shall not be deemed to be a further or continuing waiver of such provision or to otherwise waive or invalidate any other provision herein.

21. 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 Texas without giving consideration to principles of conflict of law.

Customer and Company

- (a) irrevocably consent to the jurisdiction of the United States District Court and the State courts of Houston, Texas;
- (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 p e r s o n a m jurisdiction by said courts over it, and
- (d) further agree that any action to enforce a judgment may be instituted in any jurisdiction.

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