

MAPLE LANE LOGISTICS (USA) INC.

Last revised: January 2, 2023

Standard Terms and Conditions of Service

These Standard Terms and Conditions of Service (the “**Terms**”) form a legally binding contract between **Maple Lane Logistics (USA) Inc.** (the “**Company**”) and the party for whom services are performed (the “**Customer**”).

If the Company issues any other document (e.g., bill of lading, service contract, warehouse receipt) that contains terms and conditions governing particular services, those terms will control for those specific services to the extent they differ from or conflict with these Terms.

1. Definitions

For purposes of these Terms:

1.1 “**Company**” means Maple Lane Logistics (USA) Inc., its subsidiaries, related companies, employees, agents, and representatives.

1.2 “**Customer**” means the person or entity for whom the Company performs services, as well as that person’s or entity’s 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.

The Customer is responsible for providing a copy of these Terms to all such parties.

1.3 “**Documentation**” means all information and documents received directly or indirectly from Customer, whether in paper or electronic form.

1.4 “**Ocean Transportation Intermediaries**” (OTIs) include “ocean freight forwarders” and “non-vessel-operating common carriers (NVOCCs).”

1.5 “**Third Parties**” include, but are not limited to, carriers, truckers, draymen, cartmen, lightermen, forwarders, OTIs, customs brokers, agents, warehousemen, terminals, depots, and any other party to whom the goods are entrusted for transportation, handling, cartage, storage, clearance and/or delivery.

2. Scope of Services; Company Acting as Agent

2.1 Unless expressly agreed in writing that the Company acts as a carrier, the Company acts solely as an **agent** for the Customer in connection with:

- Customs entry and release of goods and post-entry services;
- Securing export licenses;
- Filing export, security, and government documentation;
- Dealings with U.S. Customs & Border Protection or other government agencies;
- Arranging domestic or international transportation; and
- Other logistics-related services.

2.2 In all such cases, the Company is arranging for services to be provided by Third Parties and is not itself the carrier or warehouseman unless expressly agreed in writing.

3. Time Limits for Claims and Legal Actions

3.1 Notice of Claim.

Unless a specific statute or international convention applies, all claims against the Company for actual or potential loss, damage, or expense must:

- Be made in writing; and
- Be received by the Company **within ninety (90) days** from the event giving rise to the claim.

Failure to give timely written notice is a complete defense to any suit or action brought by Customer.

3.2 Suit Limitation Periods.

All suits against the Company must be filed and properly served on the Company within the following time limits:

- **Ocean transportation–related claims:** within **one (1) year** from the date of loss;
- **Domestic motor carrier brokering–related claims:** within **thirty (30) days** from the date of loss;
- **Air transportation–related claims:** within **one (1) year** from the date of loss;

- **Import entry preparation/submission–related claims:** within **seventy-five (75) days** from the date of liquidation of the entry(ies);
- **All other claims:** within **one (1) year** from the date of the event or loss.

4. Third Parties and Routing – No Liability for Their Acts

4.1 Unless the Customer provides **express written instructions** regarding selection of a particular Third Party, route, or method, the Company has discretion to select reasonable means, routes, and procedures for handling, transportation, clearance, and delivery.

4.2 The Company's indication that a particular Third Party has been selected does **not** constitute a warranty or representation that such Third Party will perform services properly.

4.3 The Company is **not liable** for any act, error, omission, delay, or loss of any kind occurring while a shipment is in the custody, control, or possession of a Third Party or that Third Party's agent.

4.4 All claims relating to the acts or omissions of a Third Party must be brought **solely** against that Third Party and/or its agents. The Company will reasonably cooperate with Customer in pursuing such claims, and Customer shall be responsible for any costs or charges incurred by the Company in doing so.

5. Quotations

All quotations (including but not limited to rates, fees, duties, freight, insurance premiums, and other charges):

- Are provided **for information only**;
- Are **subject to change without notice**; and
- Are **not binding** on the Company unless:
 - The parties agree in writing to handle or transport a specific shipment at a stated rate or amount; and
 - Payment arrangements are agreed to between the Company and the Customer.

6. Information, Documentation, and Customer Responsibilities

6.1 Review of Filings.

Customer must review all documents and declarations prepared or filed by or on behalf of the Company with U.S. Customs & Border Protection, other government agencies, or Third Parties, and promptly advise the Company of any errors, discrepancies, incorrect statements, or omissions.

6.2 Reliance on Information.

The Company relies on the accuracy and completeness of all Documentation and information furnished by Customer (or its agents/contractors), whether written or electronic. Customer must use reasonable care to ensure such accuracy and completeness.

Customer shall **indemnify and hold the Company harmless** from any claim, liability, loss, penalty, or expense arising from:

- Customer's failure to disclose required information; or
- Any incorrect, incomplete, or false statement made by Customer or its agents/contractors upon which the Company reasonably relied.

Customer has an **affirmative, non-delegable duty** to provide all information required to import, export, or enter goods.

6.3 Weights for Ocean Shipments.

Customer must provide **verified weights** obtained on **calibrated, certified equipment** for cargo tendered to ocean carriers, and acknowledges that Company may rely on such weights and sign or endorse them as Customer's agent. Customer shall indemnify and hold the Company harmless from any claims, losses, penalties, or costs resulting from incorrect or questionable weights provided by Customer or its agents/contractors.

6.4 Hazardous Materials.

Customer must advise the Company in advance of its intention to tender **hazardous materials** and shall comply with all applicable federal and international hazardous materials regulations.

7. Declared Value to Third Parties

Third Parties may limit their liability per package or per shipment. The Company will request **excess valuation** or higher declared value only if:

- Customer gives **specific written instructions**, and
- Customer agrees to pay any additional charges.

If Customer does not provide written instructions, or if the Third Party refuses higher value, the Company may tender the goods subject to the Third Party's **standard terms and liability limits**.

8. Insurance

The Company has **no obligation** to procure insurance on Customer's behalf unless:

- Customer makes a **written request**; and
- The Company **confirms in writing** that insurance will be arranged.

In all cases, Customer is responsible for all premiums and related costs.

9. Disclaimers and Limitation of Liability

9.1 Except as expressly stated in these Terms, the Company makes **no express or implied warranties** in connection with its services.

9.2 Customer may request cargo insurance coverage (up to the actual or declared value of the shipment) by:

- Requesting such coverage;
- Agreeing to pay all premiums and fees; and
- Receiving written confirmation from the Company prior to services being rendered for the covered transaction.

9.3 Company's Monetary Limit of Liability.

In all events, unless otherwise required by statute or convention:

- For claims arising from activities **other than "Customs business"**:
Company's liability is limited to the **lesser of USD \$50.00 per shipment or transaction**.
- For claims arising from activities relating to **"Customs business"**:
Company's liability is limited to **USD \$50.00 per shipment per entry** or the **amount of brokerage fees paid** to Company for that entry, whichever is less.

9.4 Exclusion of Consequential and Special Damages.

In no event shall the Company be liable for **consequential, indirect, incidental, statutory, or punitive damages**, even if the Company has been advised of the possibility of such damages, nor for acts or omissions of Third Parties.

9.5 Domestic Motor Carriers' Insurance.

With respect to domestic transportation, the Company is not liable for a motor carrier's failure to maintain insurance or for the accuracy of any insurance documentation provided by a motor carrier to the Company or Customer.

10. Payment; Advancing Money

10.1 All charges must be paid by Customer **in advance**, unless the Company agrees in writing to extend credit.

10.2 Granting credit to Customer for a specific transaction does **not** waive this requirement for other transactions.

11. Indemnification and Hold Harmless

Customer shall **indemnify, defend, and hold the Company harmless** from and against any and all claims, liabilities, fines, penalties, losses, costs, damages, and expenses (including reasonable attorneys' fees) arising from:

- The importation or exportation of Customer's goods;
- Any inaccuracy or incompleteness in entry, export, or security data provided by Customer or its agents/representatives; or
- Any violation of federal, state, or other applicable laws or regulations by Customer or its agents.

This includes all costs arising directly or indirectly from actions the Company is required to take under customs regulations to report to U.S. Customs & Border Protection if the Company terminates or cancels its representation of Customer based on the Company's determination that Customer is attempting to defraud the U.S. Government or commit a criminal act.

If a claim, suit, or proceeding is brought against the Company, the Company will provide written notice to Customer at Customer's address on file.

12. C.O.D. / Cash-Collect Shipments

The Company will exercise reasonable care in following written instructions relating to:

- C.O.D. (Cash/Collect on Delivery) shipments;
- Bank drafts, cashier's checks, certified checks;
- Letters of credit; and
- Other collection instructions.

However, the Company is **not liable** if a bank or consignee refuses to pay for the shipment.

13. Costs of Collection

In any dispute involving monies owed to the Company, the Company is entitled to:

- All **costs of collection**, including reasonable attorneys' fees; and
- **Interest** at the rate of **15% per annum** or the highest rate allowed by law, whichever is less, unless the Company agrees to a lower rate in writing.

14. General Lien and Right to Sell Customer's Property

14.1 The Company has a **continuing general lien** on all property of Customer (and all documents relating thereto) in the Company's actual or constructive possession, custody, or control (or en route), for:

- All charges, expenses, advances, and obligations owed to the Company relating to the shipment on which the lien is claimed;
- Any prior shipment(s); and/or
- Both.

Customs duties, transportation charges, and related amounts advanced by the Company are deemed to be paid in trust on Customer's behalf, as pass-through payments, with the Company acting as a conduit.

14.2 The Company will provide written notice to Customer of its intention to exercise such lien, specifying:

- The exact amount due and owing; and
- Any ongoing storage and other charges.

Customer must notify all parties having an interest in the shipment of the Company's lien rights.

14.3 Unless, within **thirty (30) days** of receiving notice of the lien, Customer posts:

- Cash; or
- A letter of credit at sight; or
- If the amount is disputed, an acceptable bond equal to **110%** of the total amount claimed,

in favor of the Company, guaranteeing payment of all amounts due plus storage and related charges, the Company may sell the shipment at public or private sale or auction. Any **net proceeds** after satisfying all amounts due will be remitted to Customer.

14.4 Abandonment; Disposal of Goods of No or Negative Value

If, in the Company's reasonable judgment, any goods subject to the Company's lien:

- are perishable or subject to rapid deterioration,
- are damaged, contaminated, hazardous, restricted, or otherwise present a risk,
- have **no reasonable commercial value**, or
- are not likely, in the Company's judgment, to yield net proceeds (after all storage, handling, sale, and other costs) sufficient to cover the amounts secured by the lien,

then the Company may, but is not obligated to, **treat such goods as abandoned** and may, without further notice (to the extent permitted by law):

- sell, salvage, recondition, recycle, or

- dispose of or destroy the goods,

in any manner the Company deems commercially reasonable or necessary for safety, compliance, or mitigation of loss.

Customer remains liable for:

1. All charges, expenses, and advances giving rise to the lien;
2. All costs of storage, handling, sale, salvage, disposal, destruction, environmental compliance, and administration; and
3. Any **deficiency** if the proceeds, if any, are insufficient to cover the foregoing.

The Company shall have **no liability** to Customer or any other party for loss, damage, or reduction in value resulting from such sale, salvage, disposal, or destruction, except to the extent caused by the Company's gross negligence or willful misconduct. Any net proceeds remaining after satisfaction of all amounts owed to the Company shall be remitted to the Customer, if and to the extent required by applicable law.

15. Records and Recordkeeping

Customer acknowledges that, under Sections 508 and 509 of the Tariff Act (19 U.S.C. §§ 1508–1509), **Customer** is solely responsible for maintaining all records required under U.S. Customs and other applicable laws and regulations.

Unless otherwise agreed in writing, the Company will only maintain the records it is required to keep by statute or regulation and does **not** act as Customer's "recordkeeper" or "recordkeeping agent."

16. Binding Rulings, Protests, and Related Actions

Unless specifically requested by Customer **in writing** and **agreed to in writing** by the Company, the Company has **no obligation** to:

- Obtain binding rulings;
- Advise of liquidations; or
- File petitions, protests, or similar pre- or post-release actions.

17. Licensing and Regulatory Authority

Unless requested by Customer **in writing** and agreed to by the Company **in writing**, the Company is not responsible for:

- Determining licensing authority; or
- Obtaining any license or other authorization required for the export from or import into the United States.

18. Party to the Transaction

Unless specifically requested by Customer **in writing** and agreed to **in writing by an officer of the Company**, the Company shall **not** be deemed a party to the underlying sales or purchase transaction and shall not be treated as:

- Manufacturer;
- Seller;
- Buyer;
- Importer or Importer of Record;
- Exporter; or
- Any other transactional party.

The Company assumes no obligations or responsibilities associated with those roles.

19. Bills of Lading and Shipping Documents

When the Company prepares and/or issues a bill of lading or other shipping document, Customer or its agent must supply the Company with:

- Marks and numbers;
- Package count;
- Quantity and weight; and

- Apparent condition of the goods.

Unless Customer (or its agent) specifically requests in writing—and agrees to pay for—additional verification, the Company may rely exclusively on information provided by Customer and use such information in any bill of lading or shipping document.

20. Changes to These Terms

These Terms may only be **modified, amended, or waived** by a written agreement signed by both the Company and the Customer. Any attempt by Customer to unilaterally modify these Terms is **null and void**.

21. Compensation of Company

21.1 The Company's compensation for its services is **in addition to** the rates and charges of all carriers and other agencies selected by the Company to handle Customer's goods.

21.2 The Company's compensation is **separate from and exclusive of** any brokerage, commissions, dividends, or other revenues the Company may receive from carriers, insurers, or others in connection with the shipment.

21.3 For ocean exports, upon request, the Company will provide:

- A detailed breakdown of all charges; and
- A true copy of relevant documents relating to those charges.

21.4 In any collection or legal action to recover monies due, the Customer shall pay the Company's costs of collection, including **reasonable attorneys' fees**.

22. Force Majeure

The Company is not liable for loss, damage, delay, missed or wrongful deliveries, or non-performance, in whole or in part, arising from circumstances beyond its control or that of its subcontractors, including but not limited to:

- Acts of God (flood, earthquake, storm, hurricane, tornado, epidemic or other severe health crisis, power failure, or other natural disaster);
- Cyber incidents, including outages or attacks;
- War, terrorism, hijacking, robbery, or theft;
- Accidents or deterioration of means of transportation;
- Embargoes;
- Civil commotions, riots, or disturbances;
- Defects, nature, or inherent vice of the goods;
- Acts, omissions, or breaches by Customer, shipper, consignee, or any other party with an interest in the shipment;
- Government acts, including denial or cancellation of import/export licenses or other authorizations; or
- Strikes, lockouts, or other labor disputes.

In such events, the Company may adjust tariffs or negotiated rates on **one (1) day's notice** as reasonably necessary to provide service.

23. Severability; No Waiver

If any provision or portion of these Terms is found invalid or unenforceable, the remainder of the Terms will continue in full force and effect.

Any decision by the Company to waive a provision in a particular instance shall **not** constitute a continuing waiver of that provision or a waiver of any other provision.

24. Governing Law; Jurisdiction and Venue

24.1 These Terms and the relationship between Customer and Company are governed by the laws of the **State of Washington**, without regard to conflict-of-law principles.

24.2 Customer and Company:

- Irrevocably consent to the jurisdiction of the **United States District Court** and the **state courts of Washington**;
- Agree that any action relating to services performed by the Company shall be brought **only in such courts**;

- Consent to the exercise of **personal jurisdiction** over them by such courts; and
- Agree that any action to enforce a judgment may be brought in any jurisdiction where either party or its assets may be found.

25. Per Diem, Demurrage, and Detention

Customer is liable for:

- Trucker wait time;
- Port and terminal **demurrage**;
- Container **per diem** or per-day charges; and
- Any **detention** or related charges.

26. Free Time

Free time for containers, chassis, storage, or related items is determined by the **underlying carrier's policies** and tariff. Customer is responsible for all charges incurred beyond the free time allowed.

27. Telex / Express Release

Unless the Company receives a **written hold request**, shipments are subject to release in the ordinary course (including telex or express release). The Company does **not warrant** that a telex or express release can be held or canceled once processed.