



TERMS & CONDITIONS OF SERVICE

These terms and conditions of service (the "Terms and Conditions") constitute a legally binding contract between the "Company" and the "Customer".

1. Definitions.

- (a) "Company" shall mean Prime Air Corp, Inc. as well as its respective subsidiaries, related companies, agents and/or representatives;
- (b) "Customer" shall mean the person for which the Company is rendering service, as well as its 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 documentation on behalf of the Customer, and other dealings with the government agencies involved in the import and/or export of goods in the United States and its territories. As to all other services, Company acts as an independent contractor.

3. Limitation of Actions.

- (a) 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 such claim; the failure to give the Company timely notice as required herein shall trigger a contractual bar as to any suit or action against the Company, as to any such potential suit or claim, the statute of limitations will be deemed as having lapsed, and the Company shall be entitled to raise a complete and unqualified defense to any suit or action commenced by Customer.
- (b) Subject to prior compliance with the above, 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 two (2) years 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 action(s) 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 the Customs Service, other Government Agencies, and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions on any declaration filed on Customer's behalf.
- (b) In preparing and submitting customs entries, export declarations, applications, documentation and/or export data to the United States and/or a third party, 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 defend, indemnify and hold the Company harmless from any and all claims asserted and/or expenses, costs, penalties, liability and losses suffered by reason of the Customer's failure to disclose information or any incorrect or false statement by the Customer 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.
- (c) Customer acknowledges that it is required to provide verified weights obtained on calibrated, certified equipment of all cargo that is to be tendered to steamship lines and represents that Company is entitled to rely on the accuracy of such weights and to counter-sign or endorse it, as agent of Customer, in order to provide the certified weight to vessel operators and other providers. The Customer agrees that it shall defend, indemnify and hold the Company harmless from all claims, losses, liabilities, penalties or other expenses and costs resulting from any incorrect or incomplete statements of the weight provided by the Customer or its agent or contractor on which the Company relies.
- (d) Customer agrees to comply with all applicable local, state, federal, and international laws, regulations, and governmental requirements related to the import, export, and transportation of goods, including but not limited to customs laws, export control regulations, trade sanctions, anti-corruption laws, and environmental regulations. Customer shall ensure that all necessary licenses, permits, and approvals are obtained prior to the shipment of goods and that no prohibited or restricted items are imported or exported in violation of any law.

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 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.

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 of any kind in connection with its services, including, but not limited to, the implied warranties of merchantability, or fitness for a particular purpose;
- (b) Subject to (d) below, Customer agrees that in connection with any and all services performed by the Company, the Company shall only be liable for its grossly negligent 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).

(d) In the absence of additional coverage under (c) above, the Company's liability shall be limited to the following:

- (i) where the claim arises from activities other than those relating to customs brokerage, \$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;
- (e) to the maximum extent permitted by applicable law, in no event shall Company be liable or responsible for consequential, indirect, incidental, special, exemplary, statutory, lost profits or revenues, or punitive damages even if it has been put on notice of the possibility of such damages.
- (f) In no event shall Company be liable or responsible for damages attributable to circumstances of Force Majeure. For purposes of these Terms and Conditions, Force Majeure includes, but is not limited to, Acts of God, acts of the public enemy, assailing thieves, Laws and Regulations, wars or warlike action (whether actual or impending) arrests and other restraints of government (civil or military), blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, sabotage, tropical storms and hurricanes, civil disturbances, tidal waves, explosions, confiscation or seizure by any government or other public authority, and any other causes, whether of the kind herein enumerated or otherwise, that are not reasonably within the control of Company and that could not have been overcome by the exercise of ordinary diligence. Company shall notify Customer with reasonable promptness of the existence of any such Force Majeure and the probable duration thereof, and shall provide Customer from time to time with correct information concerning same.

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 section by the Company.

11. Indemnification/Hold Harmless.

The Customer agrees to indemnify, defend, and hold the Company and its affiliates, directors, officers, employees, agents, and representatives harmless from and against any claims, liability, costs and expenses including, but not limited to reasonable attorney's fees, penalties, and/or losses arising from or related to (a) the importation or exportation of Customer's merchandise (b) from any actions or omissions of the Customer that result in violation of any federal, state, and/or other applicable laws; and/or (c) any breach of the terms of this Agreement by these Terms and Conditions or any other terms and conditions by and between the Company and the Customer. If 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. Inspection Consent.

Company may, but shall not be obligated to, inspect any shipment. Cargo items tendered for transportation may be subject to security controls by carriers and to other government regulations. The Customer expressly agrees and consents to searches / inspections / screenings of all cargo in accordance with applicable security controls, initiatives, and regulations, including, but not limited to, the regulations of the U.S. Transportation and Security Administration.

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

Company shall use reasonable care regarding written instructions relating to "Cash/Collect" or "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.

14. Forfeiture of Discounts and Costs of Collection.

All discounts offered, as indicated on the invoice faces, are forfeited should Customer fail to comply in all respects with payment terms. 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.

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

- (a) Customer hereby grants to Company a general and continuing security interest and lien on all property of Customer coming into Company's actual or constructive possession or control for monies owed to Company regarding the shipment on which the lien is claimed, a prior shipment(s) and/or both. Customer hereby authorizes Company to file one or more financing statements, continuation statements of or amendments to said financing statements as it deems necessary to perfect its security interest in said collateral.
- (b) Company shall provide written notice to Customer of its intent to exercise such lien and foreclose on its security interest, the exact number 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 rights.
- (c) Unless, within thirty (30) 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.

16. 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.

17. 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.

18. 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.

19. Entire Agreement/ No Modification or Amendment Unless Written.

These Terms and Conditions, the Additional Carriage Rules, Classifications and Declared Value Parameters, the Bill of Lading Contract for Carriage, and the Waybill Terms of Carriage, which are hereby incorporated by reference, constitute the entire understanding and agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, negotiations, discussions, or understandings, whether written or oral, relating to the subject matter of this Agreement; provided that in the event the Company renders services and issues any of the aforementioned contracts or documents or any other contract or document containing terms and conditions governing such services, the terms and conditions set forth in such other contracts or documents shall also govern those services; further provided that, in case of any inconsistency between the terms and conditions of any such contracts or documents and these Terms and Conditions, what is provided in such other terms and conditions shall control as to the particular matter(s) as to which there is an inconsistency. 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.

20. Compensation of Company.

Customer, shippers, consignees and bill-to parties are jointly and severally liable for the compensation of the Company for its services. The Company's charges may be reversed to the responsible parties if a shipment is refused or payment is not made by the original bill-to party. 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.

Imports Duties and Taxes: Importer/Customer is liable for and shall pay all duties and taxes, customs duties or tariffs without exception. In the event Company pays these taxes for and on behalf of Importer directly to the applicable customs or duties tax office, Company will invoice Customer on a separate invoice for such duties or taxes as paid. A 2% Disbursement Fee will apply and be billed on all Tax invoices. Tax invoices are due within seven (7) days of invoice date. Failure for Importer/Customer to pay such Tax invoice on or before these terms, will be charged a 1.5% Late Fee, without exception. A **Disbursement Fee** is a fee for amounts paid or processed on behalf of an Importer/Customer. The importer has the option of paying amounts due to U.S. Customs and Border Protection and other government agencies directly.

21. 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.

22. No Waiver.

The failure of Company to enforce any provision of these terms and conditions of service shall not be construed as a waiver of such provision or the right to enforce it at a later time.

23. 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 Commonwealth of Puerto Rico without giving consideration to principles of conflict of law. All disputes arising hereunder shall be resolved in the Commonwealth of Puerto Rico, and at no other place. -Customer and Company

(a) irrevocably consent to the jurisdiction of the United States District Court for the -District of Puerto Rico and the courts Puerto Rico;

(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 person jurisdiction by said courts over it, and

(d) further agree that any action to enforce a judgment may be instituted in any jurisdiction.