

TERMS & CONDITIONS OF SERVICE

All shipments to or from the Shipper which term shall include the exporter, importer, sender, receiver, owner, consignee, transferor or transferee of the shipments, will be handled by TWI Global Exhibition Logistics or TWI Import Services, divisions of TWI GROUP, INC (herein called the Freight Forwarder) on the following terms and conditions.

AIRFREIGHT: NOTICE CONCERNING FREIGHT FORWARDERS LIMITATIONS OF LIABILITY.

IF THE CARRIAGE INVOLVES AN ULTIMATE DESTINATION OR STOP IN A COUNTRY OTHER THAN THE COUNTRY OF DEPARTURE THE WARSAW CONVENTION MAY BE APPLICABLE AND THE CONVENTION GOVERNS AND IN MOST CASES LIMITS THE LIABILITY OF THE FREIGHT FORWARDER WITH RESPECT OF LOSS, DAMAGE OR DELAY TO CARGO TO 19 SDR/PER KILOGRAM (SDR-SPECIAL DRAWING RIGHTS), UNLESS A HIGHER VALUE IS DECLARED IN ADVANCE BY THE SHIPPER AND A SUPPLEMENTARY CHARGE PAID IF REQUIRED. THE LIABILITY LIMIT OF 19 SDR/PER KILOGRAM (SDR-SPECIAL DRAWING RIGHTS) IS APPROXIMATELY US \$29.24 PER KILOGRAM OR (US \$13.29 PER POUND)

OCEAN FREIGHT: NOTICE OF FREIGHT FORWARDERS LIMITATION OF LIABILITY:

UNDER TITLE 46 USC SECTIONS 1315-1315 (CARRIAGE OF GOODS BY SEA ACT-COGSA)

NEITHER THE FREIGHT FORWARDER OR ANY SHIP SHALL IN ANY EVENT BE LIABLE FOR ANY LOSS OR DAMAGE OR DELAY TO OR IN CONNECTION WITH THE TRANSPORTATION OF GOODS IN ANY AMOUNT EXCEEDING \$500 PER PACKAGE LAWFUL MONEY OF THE UNITED STATES, OR IN CASE OF GOODS SHIPPED IN PACKAGES, PER CUSTOMARY FREIGHT UNIT, OR THE EQUIVALENT OF THAT SUM IN OTHER CURRENCY, UNLESS THE NATURE AND VALUE OF SUCH GOODS HAVE BEEN DECLARED BY THE SHIPPER BEFORE SHIPMENT AND INSERTED IN THE BILL OF LADING AND THE FREIGHT FORWARDER AGREES TO PAY A SUPPLEMENTAL CHARGE AS DETERMINED BY THE FREIGHT FORWARDER.

- 1 **Service by Third Parties.** Unless the Freight Forwarder, carries, stores or otherwise physically handles the shipment, and loss, damage expense or delay occurs during such activity, the Freight Forwarder assumes no liability as a Freight Forwarder and is not to be held responsible for any loss, damage, expense or delay to the goods to be forwarded or imported except but undertakes only to use reasonable care in the selection of carriers, truckmen, lightmen, forwarders, customs brokers, agents, warehousemen and others to whom it may entrust the goods for transportation, cartage, handling and/or delivery and/or storage or otherwise. When the Freight Forwarder carries stores or otherwise physically handles the shipment, it does so subject to the limitations of liability set forth above.
- 2 **Liability Limitations of Third Parties.** The Freight Forwarder is authorized to select and engage carriers, truckmen, lightmen, forwarders, customs brokers, agents, warehousemen and others as required, to transport, store, deal with and deliver the goods, all of whom shall be considered as the agents of the Freight Forwarder and the goods may be entrusted to such agencies subject to all conditions as to limitation of liability for loss, damage, expense or delay and to all rules, regulations, requirements and conditions, whether printed, written or stamped, appearing in bills of lading, receipts or tariffs issued by such carriers, truckmen, lightmen, forwarders, customs brokers, agents, warehousemen and others. The Freight Forwarder shall under no circumstances be liable for any loss, damage, expense or delay to the goods for any reason whatsoever when said goods are in custody, possession or control of third parties selected by the Freight Forwarder to forward, enter and clear, transport or tender other services with respect to such goods.
- 3 **Choosing Route.** Unless express instructions in writing are received from the Shipper the Freight Forwarder has complete freedom in choosing the means, route and procedure to be followed in the handling, transportation and delivery of goods.
- 4 **Quotations Not Binding.** Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by the Freight Forwarder to the Customer are for informational purposes only and are subject to change without notice and shall not under any circumstances be binding upon the Freight Forwarder unless the Freight Forwarder in writing specifically undertakes the handling or transportation of the shipment at a specific rate.
- 5 **Duty to Furnish Information.** (a) On an import at a reasonable time prior to entering of the goods for U.S. customs, the Shipper shall furnish to the Freight Forwarder invoices in proper form and other documents necessary or useful in the preparation of the U.S. Customs entry and, also, such further information as may be sufficient to establish, inter alia, the dutiable value, the classification, the country of origin, the genuineness of the merchandise and any mark or symbol associated with it, the Shipper's right to import and/or distribute the merchandise, and the merchandise's admissibility, pursuant to the U.S. law of regulation. If the Shipper fails in a timely manner to furnish such information or documents, in whole or in part, as may be required to complete U.S. customs entry or comply with U.S. laws or regulations, or the information or documents furnished are inaccurate or incomplete, the Freight Forwarder shall be obligated only to use its best judgment in connection with the shipment and in no instance shall be charged with knowledge by the Shipper of the circumstances to which such inaccurate, incomplete, or omitted information or document pertains. Where a bond is required by U.S. Customs to be given for the production of any document or the performance of any act, the Shipper shall be deemed bound by the terms of the bond notwithstanding the fact that the bond has been executed by the Freight Forwarder as principal, it being understood that the Freight Forwarder entered into such undertaking at the instance and on behalf of the shipper, and the Shipper shall indemnify and hold the Freight Forwarder harmless for the consequences of any breach of the terms of the bond. (b) On an export at a reasonable time prior to the exportation of the shipment the Shipper shall furnish to the Freight Forwarder the commercial invoice in proper form and number, a proper consular declaration, weights, measures, values and other information in the language of and as may be required by the laws and regulations of the U.S. and country of destination of the goods. (c) On an export or import the Freight Forwarder shall not in any way be responsible or liable for increased duty, penalty, fine or expense unless caused by the negligence or other fault of the Freight Forwarder in which event its liability to the Freight forwarder shall be governed by the provisions of limitations of liability set forth above. The Shipper shall be bound by and warrant the accuracy of all invoices, documents and information furnished to the Freight Forwarder by the Shipper or its agent for export, entry or other purposes and the customer agrees to indemnify and hold harmless the Freight Forwarder against any increased duty, penalty, fine or expense including attorney's fees, resulting from any inaccuracy, incomplete statement, omission or any failure to make timely presentation, even if not due to any negligence of the Shipper.
- 6 **Declaring Higher Valuation.** Inasmuch as truckers, carriers, warehousemen and other to whom the goods are entrusted usually limit their liability for loss or damage unless a higher value is declared and a charge based on such higher value is agreed to by said truckers, etc., the Freight Forwarder must receive specific written instructions from the Shipper to pay such higher charge based on valuation and the trucker, etc. must accept such higher declared value: otherwise the valuation placed by the Shipper on the goods shall be considered solely for import, export or customs purposes and the goods will be delivered to the truckers, etc. subject to the limitation of liability set forth above with respect to any claim against the Freight forwarder and subject to the provisions of paragraph 2 above.
- 7 **Insurance.** The Freight Forwarder will make reasonable efforts to place Shippers Interest Insurance upon the goods only after specific written instructions have been received by the Freight Forwarder in sufficient time prior to shipment from point of origin, and the Shipper at the same time states specifically the amount of insurance to be placed. The Freight Forwarder does not undertake or warrant that such insurance can or will be placed. Unless the Shipper has its own policy and instructs the Company to effect insurance under such policy, insurance is to be effected with one or more insurance companies or other underwriters to be selected by the Freight Forwarder.
- Any insurance placed shall be governed by the certificate of policy issued and will only be effective when accepted by such insurance companies or underwriters. Should an insurer dispute its liability for any reason, the insured shall have recourse against the insurer only and the Freight Forwarder shall not be under any responsibility of liability in relation thereto, notwithstanding that the premium upon the policy may not be at the same rates as that charged or paid to the Freight Forwarder by the Shipper, or that the shipment was insured under a policy in the name of the Shipper, Insurance premiums and the charge of the Carrier for arranging the same shall be at the Shipper's expense. If for any reason the goods are held in warehouse, or elsewhere, the same will not be covered by any insurance, unless the Freight Forwarder receives written instructions from Shipper. Unless specifically agreed in writing, the Freight Forwarder assumes no responsibility to effect insurance on any export or import shipment which it does not handle.
- 8 **Presenting Claims and Filing Suit, AIRFREIGHT** All claims for Airfreight must be made in writing as follows: Visible Damage-immediately after discovery and at the latest 14 days from receipt of the goods. For other damage 14 days from receipt of the goods. For delay-within 21 days of the date the goods are placed at his disposal. For non-delivery-Within 120 days of the issuance of the Air Waybill. Any lawsuit relating to airfreight must be filed within two years from the date of arrival at destination, or from the date that the aircraft ought to have arrived, or from the date on which the transportation stopped. OCEANFREIGHT All claims for Oceanfreight must be made in writing as follows: Visible Damage-at the point of discharge before or at the time of the removal of the goods. If the loss or damage is not apparent, the notice must be given within three days of delivery. Any Lawsuit relating to oceanfreight within one year after delivery of the goods or the date when the goods should have been delivered.
- 9 **Advancing Money.** The Freight Forwarder shall not be obliged to incur any expense, guarantee payment or advance any money in connection with the importing, forwarding, transporting, insuring, storing or cooping of the goods, unless the same is previously provided to the Company by the Customer on demand. The Company shall be under no obligation to advance freight charges, customs duties or taxes on any shipment, nor shall any advance by the Carrier be construed as a waiver of the provisions hereof.
- 10 **Indemnification for Freight, Duties.** In the event that carrier, other person or any governmental agency makes a claim or institutes legal action against the Freight Forwarder for ocean or other freight, duties, fines, penalties, liquidated damages or other money due arising from a shipment of goods of the Customer, the Customer agrees to indemnify and hold harmless the Freight Forwarder for any amount the Freight Forwarder may be required to pay such carrier, other person or government agency together with reasonable expenses, including attorney's fees, incurred by the Freight Forwarder in connection with defending such claim or legal action and obtaining reimbursement from the Shipper. The confiscation or detention of the goods by any governmental authority shall not affect or diminish the liability of the Shipper to the Freight Forwarder to pay all charges or other money due promptly on demand.
- 11 **C.O.D. Shipments.** Goods received with Shipper's or other person's instructions to Collect on Delivery (C.O.D) by drafts or otherwise, or to collect on any specified terms by time drafts or otherwise, are accepted by the Freight Forwarder only upon the express understanding that it will exercise reasonable care in the selection of a bank, correspondent, carrier or agent to whom it will send such item for collection, and the Freight Forwarder will not be responsible for any act, omission, default, suspension, insolvency or want of care, negligence, or fault of such bank, correspondent, carrier or agent, nor for any delay in remittance lost in exchange, or during transmission, or while in the course of collection.
- 12 **General Lien on any Property.** The Freight Forwarder shall have a general lien on any and all property (and documents relating thereto) of the Shipper, in its possession, custody or control or en route, for all claims for charges, expenses or advances incurred by the Freight Forwarder in connection with any shipments of the Shipper and if such claim remains unsatisfied for thirty (30) days after demand for its payments is made, the Freight Forwarder may sell at public auction or private sale, upon ten (10) days written notice, registered mail (R.R.R.), to the Shipper, the goods, wares and/or merchandise, or so much thereof as may be necessary to satisfy such lien, and apply the net proceeds of such sale to the payment of the amount due to the Freight Forwarder. Any surplus from such sale shall be transmitted to the shipper, and the Shipper shall be liable for any deficiency in the sale.
- 13 **Compensation of Freight Forwarder** The compensation of the Freight Forwarder 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 Freight Forwarder to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends or other revenue received by the Freight Forwarder from carriers, insurers and others in connection with the shipment. On ocean exports, upon request, the Freight Forwarder shall provide a detailed breakout of the components of all charges assessed and a true copy of each pertinent document relating to these charges.
- 14 **No Responsibility for Governmental Requirements.** It is the responsibility of the Shipper to know and comply with the marketing requirements of the U.S. Custom Service, the regulations of the U.S. Food and Drug Administration, and all other requirements, including regulations of Federal, state and/or local agencies pertaining to the merchandise. The Freight Forwarder shall not be responsible for action taken or fines or penalties assessed by any governmental agency against the shipment because of the failure of the Shipper to comply with the law or the requirements or regulations of any governmental agency or with a notification issued to the Shipper by any such agency.
- 15 **Indemnity Against Liability Arising from the Importation of Merchandise** The Shipper agrees to indemnify and hold the Freight Forwarder harmless from any claims and/or liability arising from the importation of merchandise which violates any Federal, state and/or other laws or regulations and further agrees to indemnify and hold the Freight Forwarder harmless against any and all liability, loss, damages, costs, claims and/or expenses, including but not limited to attorney's fees, which the Freight Forwarder may hereafter incur, suffer or be required to pay by reason of claims by any government agency or private party. In the event that any action, suit or proceeding is brought against the Freight Forwarder by any government agency or any private party, the Freight Forwarder shall give notice in writing to the Shipper by mail at its address on file with the Freight Forwarder. Upon receipt of such notice, the Shipper at its own expense shall defend against such action and take all steps as may be necessary or proper to prevent the obtaining of a judgment and/or order against the Shipper.
- 16 **Loss, Damage or Expense Due to Delay** Unless the services to be performed by the Freight Forwarder on behalf of the Shipper are delayed by reason of the negligence or other fault of the Freight Forwarder, the Freight Forwarder shall not be responsible for any loss, damage or expense incurred by the Shipper because of such delay. In the event the Freight Forwarder is at fault its liability is limited to Shipper, its assigns, or subrogee in accordance with the limitations of liability set forth above.
- 17 **Construction of Terms and Venue.** The foregoing terms and conditions shall be construed according to the laws of the State of Nevada, and all applicable Federal Statutes. Unless otherwise consented to in writing by the Company, all legal proceedings filed against the Company by the Customer, its assigns, or subrogee and all legal proceedings filed by the Company, shall be instituted in Clark County, Nevada or in the United States District Court for the District of Nevada-Las Vegas. It is further agreed that in the event any suit is filed to enforce any of the terms and conditions hereof, then in that instance the prevailing party shall be entitled to reasonable attorney's fees and costs as fixed by the court.