

STANDARD TERMS AND CONDITIONS

The Terms and Conditions Set Out Below
Exclude or Otherwise Limit the Company's Liability
With Respect to the Goods to Be Transported

(Please Read Carefully)

- 1. Acceptance of Goods for Transit.** The Company undertakes to arrange for any or all of the following services (The Services): packing, crating, handling, loading, unloading, storage or transport of goods for the Customer. The Services shall be performed under the following terms and conditions which the Company has made available to the Customer on the Company's web site, www.gofmi.com, under the link "Before You Ship" / "Shipping Terms and Conditions."
- 2. Duties of the Company when acting as a Broker:** (A) The Company shall procure the Services from third parties in the name, and on behalf of, the Customer. (B) There shall be a direct relationship between the Customer and those third parties. The Company shall be permitted to act in any reasonably necessary manner and shall perform its duties using a reasonable degree of care and diligence. (C) The Company shall perform its services within a reasonable time, taking all reasonable steps to perform the transaction in accordance with the Customer's instructions. (D) The Company shall be permitted to depart from any instruction from the Customer if the Company deems it necessary to do so in order to protect the Customer's interests. (E) The Company shall seek further instructions from the Customer if it becomes impossible at any time for the Company to fulfill its duties. (F) The Company shall not be liable for loss of or damage to the goods while the goods are in the custody, possession or control of third parties.
- 3. Duties of the Customer:** (A) The Customer warrants that it is either the owner or the authorized agent of the owner of the goods. (B) The Customer authorizes the Company to contract in the name of the Customer with third parties to perform any or all of the Services on behalf of the Customer. (C) The Customer shall provide a full and accurate description of the goods to be transported. (D) Except where the Company is instructed to do so, the Customer shall properly pack, stow and prepare the goods in a manner suitable and appropriate for shipment by any mode of transport. (E) The Customer shall mark the goods and the outside packaging as required by any laws or regulations which may be applicable while the Services are being provided. (F) The Customer shall pay all freight charges, duties, or other sums connected with the handling and transportation of the goods. (G) The Customer shall pay to the Company all sums immediately when due, without reduction or deferment on account of any claim. (H) The Customer shall remain responsible for the payment of all charges when the Services are to be provided upon instructions to collect freight, duties, charges or any other expenses from another. (I) The confiscation or detention of the goods by any governmental authority shall not affect or diminish the liability of the Customer to pay all charges or other sums due promptly on demand. (J) The Customer shall not deliver any goods which are dangerous, flammable, radioactive, or hazardous except under special arrangements in which prior notice is given to the Company. (K) The Customer shall not deliver any bank notes, bonds, negotiable instruments, securities, bullion, coins, precious stones, jewelry, valuables, antiques, human remains, livestock or plants except under special arrangements in which notice is given to the Company. (L) The Customer shall advise Company if any goods are liable to taint or affect other goods or are likely to harbor or encourage vermin or other pests.
- 4. Indemnification by the Customer.** The Customer shall indemnify and hold the Company harmless for: (A) All duties, taxes, fines, or other expenses incurred by the Company caused by the Customer or any party acting on his behalf. (B) Any claim for general average and/or salvage, and the Customer shall provide such security as may be required. (C) Where the Customer himself has prepared the goods for transport, for any claim by a third party for bodily injury or property damage arising out of the Customer's failure to pack, load, stow or otherwise adequately prepare the goods for shipment.

5. **Lien on Cargoes.** (A) The Company shall have a general lien on any and all property of the Customer in its possession, for any claim for charges, expenses or advances incurred by the Company in connection with any of the Services rendered to the Customer. (B) If such claim remains unsatisfied for thirty (30) days after demand is made, the Company may sell the goods at public auction or private sale on ten (10) days' written notice to the Customer in satisfaction of the sum due to the Company. (C) Any surplus from such sale, after the payment of any applicable expenses, shall be transmitted to the Customer. (D) The Customer shall remain liable for any deficiency in the sale.
6. **Presentation of Claims and Liabilities.** (A) In the event that the goods are lost, damaged, delayed or otherwise received in a manner inconsistent with its intended delivery, the Customer shall give notice to the Company, immediately after it learns of the condition, but not later than seven (7) days thereafter. On receipt of such notice, the Company shall arrange for an investigation of the circumstances surrounding the matter. (B) The Company shall not be liable for the loss, delay or damage to the goods. Carriers used for the Shipment will assume liability as provided under CFR 370 for all shipment loss and damage claims, including delay, will not exceed the least of (1) The invoice value (2) The declared value or (3) \$100,000 per shipment not to exceed the maximum amount of Carrier's cargo insurance, unless at time of booking the Shipment, Customer requested a higher amount as declared value and paid the appropriate excess valuation charge. Any Shipment of used materials may be subject to lower limitations of liability than the limits set forth in the preceding sentence, as published by Carrier. Customer shall seek restitution from the Carrier by filing a proper claim for loss and damage against the Carrier, and not against the Company. The Company will provide assistance to the Customer in filing such claims. Note: Customer should procure cargo insurance to protect for loss, damage or delay that occurs in Mexico.
7. **Indemnity.** Company and Customer shall each defend, indemnify and hold harmless the other party from and against all loss, damage, expense, including injury resulting in death, and damage to property arising out of or in connection with the indemnifying party's or its agents' and employees' failure to observe and/or enforce the duties and responsibilities set forth herein, including loading, handling, transportation, unloading or delivery of any Shipment hereunder or in any other way related to the indemnified party's or its agents' and employees' negligent acts, omissions or performance of their obligations hereunder, unless such injury is caused by the sole negligence of the indemnifying party.
8. **Force Majeure.** Neither Company nor Carrier shall be liable for any delay in the performance of the Transportation Services resulting directly or indirectly from or contributed to by any force majeure, including, but not limited to, act of God, acts of government or other civil or military authorities, fires, accidents, floods, strikes, lockouts, war, riot or other circumstances beyond their reasonable control.
9. **Waiver of Certain Damages.** **IN NO EVENT SHALL COMPANY OR CARRIER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES WHICH MAY ARISE FROM LOSS, DAMAGE, NON DELIVERY OR DELAY OF ANY SHIPMENT. THIS LIMITATION SHALL APPLY TO AND INCLUDE, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFIT, LOSS OF INCOME OR LOSS OF BUISNESS OPPORTUNITY.**
10. **Law and Jurisdiction.** The terms and conditions of the Services to be provided shall be construed in accordance with the laws of the State of Illinois.

Date of This Revision October 2009