



JDB International, Inc, dba
Gava International Freight Consolidators (USA), Inc.
Gava International, Inc.

IATA# 01-1-1164/0014
FMC# 018846NF

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TERMS AND CONDITIONS OF SERVICE

DEFINITIONS

“GIFC” means JDB International Inc. d/b/a Gava International Freight Consolidators (USA), Inc. and Gava International, Inc., its subsidiary, affiliated and related companies, and its agents and/or representatives.

“Customer” means the individual, corporation or other entity which has retained GIFC to perform freight forwarding and transportation intermediary services, as well as all agents, representatives and subcontractors of said individual, corporation or entity, including, but not limited to all shippers and consignees of the goods being shipped, or the insurers thereof, and any other party claiming a right or interest in the goods. The Customer agrees to provide notice of these Terms and Conditions of Service to all parties falling within this definition of “Customer”.

Shipment means the goods which are carried under the terms of a single bill of lading or air waybill, irrespective of the quantity or number of containers, packages or pieces.

1. Contract and Scope of Services. All services provided by GIFC are governed by these Terms and Conditions of Service, which form a contract between GIFC and the Customer, with the exception that if GIFC issues a separate document containing Terms and Conditions which are specific to a certain type of service, such as a bill of lading, the Terms and Conditions set forth in such other document(s) shall govern the services specified therein, and these Terms and Conditions of Service shall govern all other remaining obligations and services. Unless GIFC issues a bill of lading, then it agrees only to arrange and facilitate, but not actually perform the transportation of the Customer’s goods. GIFC agrees to act as an agent for the Customer only to the extent of the terms of any Power of Attorney signed by the Customer, and otherwise, GIFC acts as an independent contractor.

2. Limited Liability.

(a) GIFC agrees to use reasonable care in the performance of services, including the selection of the manner and means by which those services will be performed, and in the selection of the transportation and logistics providers to whom the goods will be entrusted for transportation, handling, delivery, storage and related services, or in the selection of a customs broker (hereinafter “Service Provider”). However, GIFC assumes no liability for any acts or omissions of Service Providers which may damage or delay the Customer’s goods, or cause other loss to

the Customer and its interest in the goods. Any claims for such loss, damage or delay caused by, or occurring while the goods are in the custody of, a Service Provider must be made only against such party, and GIFC will cooperate and assist with such claims.

(b) THE MAXIMUM LIABILITY OF GIFC TO THE CUSTOMER FOR DAMAGES FOR ANY AND ALL CAUSES WHATSOEVER, AND THE CUSTOMER'S MAXIMUM REMEDY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO \$50.00 PER SHIPMENT. EXCEPT AS MAY BE SET FORTH HEREIN, GIFC MAKES NO EXPRESS OR IMPLIED WARRANTIES REGARDING ITS SERVICES. IN NO EVENT SHALL GIFC BE LIABLE FOR ANY LOST PROFITS, BUSINESS INTERRUPTION OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE SERVICES PROVIDED TO THE CUSTOMER, EVEN IF GIFC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

3. Bills of Lading. GIFC may prepare bills of lading on the Customer's behalf in the performance of services. In so doing, GIFC will rely upon the information supplied by the Customer. GIFC will not set out on the bill of lading the number of pieces, packages or cartons, unless specifically instructed to do so by the Customer. The Customer understands that carriers issuing bills of lading for the goods, including GIFC when it acts as an indirect carrier under its own bill of lading, will limit their liability for damage to the cargo unless a higher value is declared and a higher freight rate is paid. GIFC will not declare a higher valuation on any bill of lading unless it has received specific written instructions to do so from the Customer prior to shipment, and the Customer agrees to pay the higher rate.

4. Customs Clearance. In the performance of its services, GIFC may be called upon to retain a customs broker on the Customers behalf. The Customer acknowledges that GIFC and any customs broker GIFC retains will rely upon the information supplied by the Customer, and the Customer agrees that it must review all document which are to be presented to the Customs Service and advise GIFC and/or the customs broker of any errors.

5. Cargo Insurance. GIFC can arrange cargo insurance for the Customer's goods through a marine insurance underwriter. However, GIFC is under no obligation to arrange such insurance unless it receives specific written instructions from the Customer to do so prior to shipment of the goods, and the Customer pays the required premium. The Customer agrees and acknowledges that any insurance coverage placed on its behalf by GIFC shall be governed exclusively by the terms of the certificate of insurance coverage issued by the marine underwriter, and by the applicable open marine cargo policy, and that the marine underwriter is solely responsible for the payment of insurance claims. The Customer agrees that GIFC is not the insurer of the cargo, and the Customer's sole recourse in the event of a disputed insurance claim is against the marine underwriter, and not against GIFC.

6. Credit. The Customer agrees to pay all charges associated with the transportation of its goods in advance, unless GIFC has agreed in writing to advance those charges on the Customer's behalf on credit terms.

7. Cash Collect Shipments. GIFC can assist with Cash on Delivery (“C.O.D”) shipments, but the Customer assumes the sole responsibility and liability for any failure of a consignee or bank to pay, and for any delay in the shipment or loss to the goods that may result.

8. Payment of Services. Payment terms for all charges incurred for services performed or arranged by GIFC shall be due immediately from the date of the invoice unless credit terms have been granted in writing by GIFC for such charges. GIFC’s charges for the services it performs are in addition to the charges of all Service Providers retained by GIFC on the Customer’s behalf, which will be invoiced together. The Customer agrees to pay GIFC’s invoices without reduction or deferment on account of any alleged claim, counterclaim or set-off it believes it has for cargo loss, damage or theft, and all charges therein shall be considered as earned by GIFC at the moment when the goods have become subject to the services which GIFC has agreed to perform. Payment of all charges due and owing GIFC, including charges for demurrage, shall be paid as provided herein notwithstanding any confiscation or detention of the goods by civil or other governmental authorities.

9. Lien on Customer’s Goods. The Customer agrees that GIFC has a general lien on all goods which are the subject of services rendered by GIFC while those goods are in possession of GIFC, or in the possession of any Service provider, for any accounts receivable owed by the Customer to GIFC arising from the specific shipment against which the lien is asserted, and/or arising from any previous shipments. If GIFC elects to hold any shipment based on these lien rights, it will provide written notice of that election to the Customer. If the Customer fails to make payment arrangements or post security to GIFC’s satisfaction within thirty days of such notice, GIFC will have the right to sell the goods at private or public sale or auction, and will remit to the Customer any net proceeds after the sale which exceed the total amount owed. The Customer shall provide notice to any other parties having an interest in the goods of these lien rights and of any exercise of those rights by GIFC.

10. Indemnification. The Customer agrees to indemnify, defend, and hold GIFC harmless from any and all claims and/or liabilities, including, but not limited to attorney’s fees and costs, arising from the Customer’s acts or omissions in relation to the goods, and arising from the manner in which the goods were prepared and/or packed for shipment, unless GIFC was retained to arrange such preparation and packaging.

11. Applicable Law, Venue and Time for Suit. These Terms and Conditions of Service shall be governed by Illinois law without the application of its conflict of laws principles. Any suit relating to these Terms and Conditions of Service and the services provided by GIFC shall be instituted in a state or federal court in Cook County, Illinois, and the Customer irrevocably consents and waives all objections to the jurisdiction of any such court. A suit to enforce a judgment against the Customer may be filed in any jurisdiction where the Customer has assets. Any cause of action against GIFC relating to or arising out of the services GIFC provides to the Customer will not be valid unless such action is commenced by the filing of a complaint in the required venue within one year of the date of the loss. GIFC shall be entitled to recover its courts costs and reasonable attorney’s fees from the Customer in any action for collection of any payment due to GIFC, or in any other action in which GIFC prevails in the enforcement of these Terms and Conditions of Service.

12. Modification. No modification of these Terms and Conditions of Service shall be of any force or effect unless (a) reduced to writing and signed by both GIFC and the Customer prior to shipment, and (b) expressly referred to as being a modification of these Terms and Conditions of Service.

13. Severability. The provisions set forth in these Terms and Conditions of Service are severable, and if any particular provision should be held invalid, unenforceable or illegal by a court having competent jurisdiction, the remainder of these Terms and Conditions shall not be affected and shall be construed as if such invalid, unenforceable or illegal provision(s) was (were) omitted.

I/we have read and agree to JDB International Inc. d/b/a Gava International Freight Consolidators (USA), Inc. and Gava International, Inc.'s Terms and Conditions of Service

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____