



# Mercantile Logistics & International Trade, Inc

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## TERMS & CONDITIONS

### DEFINITIONS

- (a) "Company" shall mean Mercantile Logistics & International Trade, Inc. (dba MLIT, INC) its subsidiaries, related companies and/or representatives;
- (b) "Customer" shall mean the person or entity for which the Company is rendering service, as well as its 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 into whose possession the goods are entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise".

### COMPANY AS CLIENT'S REPRESENTATIVE IN TRANSPORTATION

The Company uses a third party service, "Mode Transportation" (the forwarder), for all transportation forwarding activities. Through access to this third party via "Iron Logistics", an Independent Business Office (IBO) of Mode Transportation, operated by the same management as the Company, we act as the Customer's representative for the purpose of performing duties in connection with Transportation of cargo. This includes, but is not limited to, the entry and release of goods, post entry services, the securing of import/export licenses, the filing of import/export documentation on behalf of the Customer and other dealings with Government Agencies. In all forms of Domestic Transportation, the forwarder acts as a Freight Broker. In all forms of Ocean Transportation, the forwarder is a licensed and bonded Ocean Transportation Intermediary (OTI), as both a Non-Vessel Operating Common Carrier (NVOCC) and an Ocean Freight Forwarder (OFF). In all forms of customs clearance, the Company is a licensed Customs Broker holding a National Permit (USA). Company reserves the right to retain the services of third-party Brokers (Freight and Customs) to ensure that services are rendered in accordance with all local laws and regulations.

### LIMITATION OF ACTIONS

- a) Unless subject to a specific statute or international convention, 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 a claim; the failure to give the Company timely notice shall be a complete defense to any suit or action commenced by Customer.
- (b) All suits against Company must be filed and properly served on Company as follows:
  - (i) For claims arising as a result of ocean transportation, within one (1) year from the date of the loss;
  - (ii) For claims arising as a result of air transportation, within two (2) years from the date of the loss;



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- (iii) For claims arising as a result 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 type, within one (1) year from the date of the loss or damage.

## DECLARING HIGHER VALUE TO THIRD PARTIES

Third parties to whom the goods are entrusted may limit liability for loss or damage; the Company will procure excess valuation coverage only upon specific written instructions from the Customer, which must agree to pay any charges therefore; 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. Customer hereby agrees to accept said limitations of liability and terms and conditions.

## 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.

## DISCLAIMERS; LIMITATION OF LIABILITY

- (a) Except as specifically set forth herein, **COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTIES IN CONNECTION WITH ITS SERVICES;**
- (b) Subject to (c) below, Customer agrees that in connection with any and all services performed by the Company, the Company shall only be liable for its breaches of contract, negligent acts, willful misconduct, and violations of law 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 consequential damages or 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 therefore, 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 (b) above, each party's liability shall be limited to the total amounts paid or payable by Customer to Company in the 12 months preceding the events giving rise to the claim.
- (e) In no event shall either party be liable or responsible for consequential, indirect, incidental, statutory or punitive damages, even if it has been put on notice that there exists the possibility such damages may occur.
- (f) The limits above will not apply to any damages caused by a party's gross negligence or willful misconduct, or its express indemnification obligations herein.



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## GENERAL AND LICENSING

ALL RATES AND SERVICE CONDITIONS PUBLISHED ON-LINE ARE SUBJECT TO CHANGES WITHOUT NOTICES AND SUBJECT TO CONFIRMATION UPON A BOOKING REQUEST.

IN ORDER TO USE THE Mercantile Logistics & International Trade, Inc.'s Ocean Freight, SERVICE CARGO MUST BE BOXED OR CRATED. EVERY SINGLE SHIPPING UNIT MUST BE PROPERLY LABELED FOR THE SHIPPING PURPOSE WITH BOX/ITEM#, CONSIGNER AND CONSIGNEE ADDRESSES AND PHONE NUMBERS. SERVICE OFFERED IS ON FOB BASIS. CERTAIN RESTRICTIONS MAY APPLY.

General conditions of Mercantile Logistics & International Trade, Inc. service complies with the legal conditions found on the back side of Bill of Lading. Mercantile Logistics & International Trade, Inc. is not a licensed U.S. Ocean Transportation Intermediary (OTI) operating as a Non-Vessel Operating Common Carrier (NVOCC). The Company uses third party services through the Forwarder to provide this operation.

**WARNING!** The Company, the Forwarder or the third party, does NOT use services of unlicensed Ocean Transportation Intermediaries, which arrange overseas shipments for individual shippers. The statement must be accepted when booking a shipment\*. We work only with those who are licensed and bonded.

\*According to the Shipping Act of 1984, international movers are required to be licensed by the U.S. Federal Maritime Commission as an Ocean Transportation Intermediary. ("OTI"). Licensed entities have a responsibility to ensure they are not providing service to an unlicensed OTI. Accepting cargo from unlicensed OTI constitutes a violation of the Shipping Act. Knowing and willful violations of the Shipping Act carry a possible civil penalty of up to \$30,000 per occurrence.

Mercantile Logistics & International Trade, Inc. also does NOT provide service to unlicensed OTIs, known as double brokering. Individual shippers or licensed OTIs, when booking a shipment must confirm the following statement: I am NOT an unlicensed Ocean Transportation Intermediary. I do NOT arrange overseas shipments for individual shippers. **PENALTY FOR FALSIFICATION OF THE STATEMENT:** If Mercantile Logistics & International Trade, Inc. confirms the above statement has been made knowing it to be false, then information about the attempt to violate the Shipping Act, along with information obtained about the unlicensed OTI will be forwarded to the U.S. FMC so that it may take appropriate action thereon.

## 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; information provided by the Company to a customer 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 actions(s) and/or inaction(s) of such third parties and/or its agents, and shall not be liable



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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 ultimately be liable for any charges or costs incurred by the Company.

## 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 Agency and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions on any declaration filed on Customers 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 insure the correctness of all such information and shall indemnify and hold the Company harmless from any and all claims asserted and/or liability or losses suffered by reason of the Customer's failure to disclose information or any incorrect or false statement made 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.

## INDEMNIFICATION/HOLD HARMLESS

The Customer agrees to indemnify, defend, and hold the Company harmless from any liability arising from a third party or regulatory claim based on the importation or exportation of customers' merchandise and/or any conduct of the Customer, which violates any Federal, State and/or other laws, and further agrees to indemnify and hold the Company harmless against any and all liability, loss, damages, costs, claims and/or expenses, including but not limited to reasonable attorney's fees, which the Company may hereafter incur, suffer or be required to pay by reason of such claims; in the event that 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.

The Company agrees to indemnify, defend, and hold the Customer harmless from any liability arising from a third party or regulatory claim based on any gross negligence, willful misconduct, or violation of law by the Company, and further agrees to indemnify and hold the Company harmless against any and all liability, loss, damages, costs, claims and/or expenses, including but not limited to reasonable attorney's fees, which the Company may hereafter incur, suffer or be required to pay by reason of such claims; in the event that 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.

## BOOKING CONFIRMATION & SHIPPING INSTRUCTIONS

Exporter will be able to schedule shipment via e-mail with complete Shipping Instructions. Exporter must follow the Shipping Instructions. Failure to follow the Shipping Instructions may result in shipment cancellation, delay or unpredictable additional charges. Mercantile Logistics & International Trade, Inc. will

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not be responsible for any problems, which may occur due to failure to follow the Shipping Instructions.

## SHIPPING DOCUMENTS

Upon a booking request, exporter will receive e-mail with Shipping Instructions from the agents at the port of origin. Some destination countries and/or depending on the commodity being shipped require a more comprehensive list of items being shipped and/or additional shipping documents, which will be required to be provided by the shipper/exporter. Mercantile Logistics & International Trade, Inc. does not assume any responsibility for inaccurate shipping documents, nor for the sufficiency of documents represented to all parties related to a shipment.

Mercantile Logistics & International Trade, Inc. must receive completed shipping documentation no later than one (1) business day after shipment is tendered. Failure to complete the documentation will result in the shipment's cancellation or delay. Storage charges and or other penalties may apply. It is exporter's responsibility to have the proper documentation prepared for export and import custom clearance in the destination country. Exporters must be aware of and comply with the laws, requirements and restrictions of countries of origin and destination.

## TRANSIT / SAILING TIME

Although Company works diligently to insure customers' shipment arrives as scheduled, company cannot guarantee a specific transit time. For Sea Freight transit/sailing time and vessel schedule provided in shipment details is not precise. Estimate Time of Departure (ETD) and Estimate Time of Arrival (ETA) cannot guarantee a specific transit time.

Shipments that require more than just a Packing List and Commercial Invoice and may require more transit time.

SHIPMENTS WITH TRANS-SHIPMENTS: If Company's shipping documents indicate that a port of discharge is different from the final destination (Place of Delivery by Carrier), then cargo will discharge first at the port of discharge and continue traveling to its final destination. Estimate Time of Arrival (ETA) on Customers' Bill of Lading (BOL) for such shipments pertains to the first port of discharge, NOT TO THE FINAL DESTINATION. Arrival at the final destination requires additional time. For more precise ETA at the FINAL DESTINATION, Customers need to contact the destination agent indicated in the Bill Of Lading within 3-7 days after ETA to the port of discharge for the transshipment. If contact to the destination agent is not initiated by Customer, there is a risk that the shipment may be delayed. Company assumes no responsibility for this delay.

If for any reason destination terminal will not contact consignee and/or notify party after Estimate Time of Arrival (ETA) then Company strongly recommends that Customer contacts the destination terminal indicated within the 'FOR DELIVERY/PICKUP PLEASE APPLY TO' field on the Bill of Lading (BOL) within few days after the ETA. This will ensure the Customer is prepared for recovery of the freight and avoid possible storage or demurrage charges. For SHIPMENTS WITH TRANS-SHIPMENTS allow an additional 5-7 days (sometimes it takes longer) to get the ETA information for the final destination.



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NOTICE: The final destination station may only be notified a few days prior to the arrival of a Customer's shipment. Company recommends that the Customer contact the destination agent, send them a copy of the express release BOL, confirm the consignee's contact information, and wait for an arrival notice from them.

## **INSURANCE, PALLETIZING & WOODPACKING RESTRICTIONS**

Mercantile Logistics & International Trade, Inc. does offer freight insurance, palletizing of the shipment and compliance with woodpacking measures. Company confirms that if there is wood on a container, the shipment is either fumigated per requirements, or ensures only verified treated wood is used.

## **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 upon between the Company and the Customer.

## **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 provision by the Company on any future shipments.

## **PAYMENT**

For shippers which do not have an account with the Company, a deposit of 50-100% of the estimated shipping charges must be received. The deposit will be applied to the final cost of the shipment. Consignor (Exporter) will be informed of the need for the prepayment via e-mail before the booking is processed. No booking will be processed unless the deposit has been received by the Company.

After cargo reaches an origin carrier's Container Freight Station (CFS) the CFS will issue to Company a dock receipt with certified weight-measurements for it. Upon receiving this information, Company will e-mail to consigner a link, which contains the final invoice for the shipment based on its actual size and weight.

For domestic shipments: Payment is due within fifteen (15) days from the date of invoice but no later than Estimate Time of Departure (ETD) indicated in the shipping instructions. If payor does not receive the invoice due to a wrong e-mail address or for any other reasons, it is payor's responsibility to contact Mercantile Logistics & International Trade, Inc.'s office in order to make the payment.

For international shipments: Payment is due before the goods will be delivered, unless other terms have already been established. An arrival notice and invoice will be sent to Customer for payment, and payment





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must be received before Company will arrange the final delivery of the goods. If terms have been established, then the invoice will be issued after the goods have been delivered to their final destination. This final invoice will include all fees, including duty, driver wait time, and any other accessorial charges. Company reserves the right to add charges to any invoice for a period of 180 days. Often, weights are not exactly accurate and Company may not find out for several weeks rather or not Company has been back charged for a load. If terms have been established, Company reserves the right to add 5% to the invoice for every week that the payment is late.

Company does accept major credit cards online. Customer may pay on-line using Visa, Master Card and Discover. If Customer uses this service, we will send the Customer a link to make payment. There is an added convenience fee of 3% for this online payment service option. If the Customer prefers to avoid this charge, the Customer may opt to pay via Wire Transfer or Cashiers check for automatic application to their account. If a personal or company check is provided, the Company has the right to withhold services until the check payment has cleared the financial institutions.

For international shipments on credit, if Company does not receive the final payment in time then Company will cancel Express Release for the Customers' cargo. Company will not take any responsibilities for any demurrage and other charges at the destination connected to delays with the release. Company will not take any responsibilities for any charges connected to any delay of Customers' freight at any point on its way to the place of release. Any additional insurance will be canceled as unpaid at the time of express release cancellation as well. If not paid within three (3) weeks from the day of arrival at the destination, the shipment will be considered abandoned and U.S. and destination security officials will be notified and additional fines levied. The return check fee is \$50.

## **COMPENSATION TO COMPANY**

The compensation to 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 Customer with 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 costs and reasonable attorney's fees.

## **C.O.D. OR CASH COLLECT SHIPMENTS**

Company shall use reasonable care regarding written instructions relating to "Cash/Collect" on "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 have no liability if the bank or consignee refuses to pay for the shipment.



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## **COSTS OF COLLECTION**

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.

## **GENERAL LIEN AND RIGHT TO SELL CUSTOMER'S PROPERTY**

- (a) Company shall have a general and continuing lien on any and all property of Customer coming into Company's actual or constructive possession or control for monies owed to Company with regard to the shipment upon which the lien is claimed, or upon a prior shipment(s) and/or both;
- (b) Company shall provide written notice to Customer of its intent to exercise such lien, the exact amount 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 Company's rights pursuant to such lien.
- (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 net proceeds remaining thereafter, if any, shall be refunded to Customer.

## **U.S. CUSTOMS REGULATION**

All commercial shipments regardless its values are subject to filing Shipper's Export Declaration (SED) in AES at <http://www.aesdirect.gov/>.

A shipment CANNOT be shipped without AES SED#, if required. Mercantile Logistics & International Trade, Inc. will not take any responsibilities for delays and/or charges that may occur due to lack of SED filing.

Consignor may file SED independently and provide us with AES Internal Transaction Number (ITN) prior to exporting. Otherwise, Company may complete SED on exporter's behalf based on the commodity description provided in Packing Lists or Commercial Invoices for the additional charge of USD50. The filing is limited by up to three (3) Harmonized Tariff Numbers. USD20 per Harmonized Tariff Number thereafter.

Consignor must indicate the request for SED filing while booking a shipment or in a separate e-mail prior 72 hours of the Estimate Time of Departure (ETD) for Consignor's shipment. ISF paperwork must also be provided by the Consignor so that shipments into the USA can be filed prior to transit.

EITHER A SOCIAL SECURITY ADMINISTRATION NUMBER (SSAN) or U.S. FEDERAL TAX ID NUMBER (EIN) MUST BE PROVIDED IN ORDER TO FILE THE SED.

If Consignor files SED in AESdirect himself, then he may be asking for Mercantile Logistics & International Trade, Inc.'s SCAC code (Standard Carrier Alpha Code). The Standard Carrier Alpha Code is used to identify





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the carrier or carrier's company name that a supplier uses for transporting its shipments to their customer. Contact Company directly for assistance with this information.

## **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 responsible and therefore liable for maintaining all records required under the Customs and/or other Laws and Regulations of the United States of America; 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 "record keeper" or "record keeping agent" for Customer.

## **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.

## **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 that service, Company shall rely upon and use the cargo weight supplied by Customer.

## **NO MODIFICATION OR AMENDMENT UNLESS WRITTEN**

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 said terms & conditions shall be completely null and void.

## **EXPRESS BILL OF LADING**

After freight charges are paid and within a few days, (sometimes it takes a little longer), after Estimated Time of Departure (ETD), an Express Release Bill of Lading will be e-mailed to the consignee/client. Mail or facsimile copies are available upon request. Express Release means that consignee does not have to provide any BOL originals in order to recover cargo at the destination. The Bill of Lading will show shipments routing and contact details of the Destination Receiving Station. Consignee may contact the Receiving Station on the Estimated Time of Arrival (ETA). To avoid mistakes, Company suggests that Customer provides a copy of the Bill of Lading and lets the Destination Receiving Station know how to reach Consignee once the freight is available for release.

EXPRESS RELEASE BILL OF LADING:

EXPRESS RELEASE means that consignee (recipient) does not have to provide an original Bill of Lading in order to recover cargo at the destination. A phrase such as "ZERO (0) – NO ORIGINALS REQ'D FOR RELEASE"



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is clearly stated on the BOL that is scheduled for Express Release. Shipment on express release should be released at the destination upon providing a copy of the BOL for no originals required.

A copy of express release Bill of Lading via e-mail is free. Facsimile copies are free upon request.

If an original set of the Bill of Lading is requested by mail for shipment to countries that DO NOT accept express releases then FedEx courier service is required. FedEx within the U.S. costs approximately \$30. FedEx International costs approximately \$50+. This must be requested in writing and will be added to the final invoice.

If shipper/receptionist requires a set of the original BOL for shipments to countries that DO accept express release, then a \$50 fee will be added on top of mailing charges above specified.

## AMENDMENTS IN BILL OF LADINGS:

When a BOL is issued, any amendments to it are subject to the Carrier's amendments' fee (if amendments will be possible). This fee vary but usually start at \$50. In order to avoid this fee, Company suggests that the Customer contacts a destination agent and ask them to re-issue the BOL at the destination, if possible. Otherwise, in order to proceed with any amendments, Company will add a fee of \$65-\$100 to the final invoice. This fee will be determined by the steamship lines charges.

If amendments are permitted, then Company will forward to consignee the rest of the Carrier's charges (if any). Payment must be received before Company will issue an amended BOL to consignee.

Notice: completing BOL amendments (if possible) may take up to ten (10) or more business days.

## DESTINATION CHARGES

International shipments are subject to destination charges and or other fees at the destination. The charges are only estimated in Mercantile Logistics & International Trade, Inc.'s freight quotes. It is on consignee's account and must be paid by consignee by the invoice due date. Destination charges may include but not limited by destination country customs duty, tax, VAT (value added tax), reloading, terminal handling charges, shipping documentation, custom forms filing etc. Consignee must clear their shipment through customs at the designated port of entry assigned by the carrier. Even though a destination agent should guide consignee in the complexity of destination country importing procedures, it is the responsibility of the consignee to arrange customs clearance (for locations outside of the USA). For most countries, consignee must to pay all or part of destination charges at a port of entry.

## CONDITIONS OF SERVICE

In order to use Mercantile Logistics & International Trade, Inc.'s Ocean Freight Service, cargo must be boxed or crated and labeled for the shipping purpose (name, address, city, country & phone#). Certain restrictions may apply.



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Rates are subject to minor variance and should be confirmed when booking. All rates are in U.S. Dollars on FOBs (Incoterms: Free on Board) basis. FINAL PRICE is subject to certified weight and dimensions. NOTICE: CONFIRMED FREIGHT RATES ARE VALID FOR TEN (10) DAYS FROM THE DATE OF THE BOOKING. If payment is received after ten (10) days from the date of the booking, then the final invoice will indicate the current rates.

Terminal to terminal ocean freight rates are based on w/m - weight or measure and are subject to w/m verification.

Pickup charges are based on chargeable cargo weight and are subject to actual or dimensional weight verification.

DESTINATION CHARGES: Rates include origin handling charges, fuel surcharge and currency exchange rate adjustment and are subject to all applicable destination charges (customs clearance, destination handling charges, delivery, etc.). ALL DESTINATION CHARGES ARE PAYABLE ON CONSIGNEE'S ACCOUNT.

FULFILLMENT CENTER: Mercantile Logistics & International Trade, Inc. and the Forwarder specializes in shipping goods to fulfillment centers. However, any charges imposed by the fulfillment center are the responsibility of the Customer/Consignor/Consignee. This includes, but is not limited to, charges resulting from refused deliveries for any reason, appointment requirements, and packaging issues. Customer must agree to pay any costs associated with the receiving fulfillment center before booking any shipment with Mercantile Logistics & International Trade, Inc.

Hazardous, Perishable or over-length (longer than 3.65m / 12ft) and other special or irregular cargo/goods are subject to surcharges and will be accepted only after the rate has been confirmed and Company approves the shipment.

PACKAGING: Mercantile Logistics & International Trade, Inc. does not provide packing service. Company recommends Customers use proper cartons with a minimum strength of 150 lbs.

TWO (2) BUSINESS DAYS are required to execute complete scheduling of International shipments.

ATTEMPTED PICKUP – Advance Notification of one (1) business day is required to schedule pickup changes in order to avoid a \$75 attempted pickup charge.

## **ADDITIONAL SERVICES**

REGULAR PICKUP. Requires a 3-4 hour afternoon time window Monday through Friday. Pickup charges are based on chargeable cargo weight.

RESIDENTIAL PICKUP is curbside-service - driver will load cargo from driveway, front porch, garage or acceptable ground level loading area. Inside pickup service is subject to Company approval.

COMMERCIAL LOCATION PICKUP is considered ONLY from warehouses which provide loading docks and forklifts. Should a Commercially Zoned location not have access to a forklift or loading dock, lift gate services will be required and additional charges will be applied. If a Customer's location is a residential location, additional charges will be applied. It is best for the Customer to relay as much information about the location as possible to the Company so that there are no surprises about additional charges.



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**SPECIAL PICKUP:** a one (1) hour time window of service is provided between the hours of 8:00 A.M. - 5:00 P.M., Mon - Fri. A special service charge will be applied as required.

**WEEKENDS, HOLIDAYS and AFTER-HOURS PICKUPS** are available for an additional cost.

**ALTERNATIVE PICKUP** is from a local moving/storage agent.

**LIFTGATE:** This is a lifting mechanism on the truck used for any one (1) piece exceeding 100 lbs. Lift gate pickups apply to locations that do not have a loading dock or forklift (residence, small office, construction site, etc.). Lift gate service is provided for additional flat rate of \$100 per pickup.

**SKID & WRAP:** \$30 minimum / \$30 per skid.

## **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 of these terms & conditions shall remain in full force and effect.

## **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 County of Clark, State of Nevada without giving consideration to principals of conflict of law. Customer and Company

- (a) irrevocably consent to the jurisdiction of the United States District Court and the State courts of Clark county Nevada;
- (b) agree that any action relating to the relationship between the parties, shall only be brought in said courts;
- (c) consent to the exercise of in personam jurisdiction by said courts over them, and
- (d) further agree that any action to enforce a judgment rendered by such courts may be instituted in any jurisdiction.
- (e) by making a booking with Mercantile Logistics & International Trade, Inc., Customer has read and agrees to all terms and conditions provided herein.