1. Definitions. (a) “Company” shall mean Nautis Logistics USA, LLC (f/k/a MiQ Global, LLC d/b/a MiQ Logistics), its subsidiaries, related companies, agents and/or representatives.

(b) “Customer” shall mean the person for which the Company is rendering services, as well as its agents and/or representatives, including, but not limited to, shippers, importers, exporters, carriers, seamen, operators, warehousemen, receivers, forwarders, dockers, stevedores, break-bulk agents, consignees, etc. It is the responsibility of the Customer to provide notice and complete information as to the terms and conditions of service to all such agents or representatives.

(c) “Documentation” shall mean all information received directly or indirectly from the Customer, whether in paper or electronic form.

(d) “Freight Forwarder” shall mean any person who carries on the business of a merchant forwarder, including their agents, representatives, and/or attorneys.

(e) “Third parties” shall include, but not be limited to, the following: carriers, truckmen, cartmen, lightermen, forwarders, O/TIs, customs brokers, agents, warehousemen and others to which the Company may assign responsibilities in the transportation of freight.

(f) These terms and conditions of service constitute a legally binding contract between the Company and the Customer. The Customer agrees that each of the terms and conditions governing such services, the terms and conditions set forth in such other document(s) shall govern those services to the extent they conflict with these terms and conditions. Otherwise, both sets of terms and conditions shall apply.

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 transport documents, the filing of export documentation on behalf of the carrier and other dealings with government agencies. As to all other services, the Company acts as an independent contractor.

3. 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 the claim. The failure to give the Company timely notice shall be a complete defense to any suit or action commenced by the Customer.

(b) All suits against the Company must be filed and served on the 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 one (1) year from the date of the loss; (iii) for claims arising out of customs brokerage, within seven (7) days from the date of liquidation of the entry(s); (iv) for any and all other claims of any other type, within ninety (90) days from the date of the occurrence of the event giving rise to the claim.

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, the Company shall be reasonably careful 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 service does not result in the guarantee by the Company that the person or firm it selects represents that such person or firm will render such services nor does Company assume responsibility or liability for any action(s) and/or inaction(s) of such third parties and/or its agents, and shall be liable only for its own acts and/or omissions. As a matter of 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 Customer may or may not be able to reasonably cooperate with the Customer, which shall be liable for any charges and/or costs incurred by the Company.

5. Quotations Not Binding. Quotations as to rates, fees of 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 agrees in writing 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) The Customer is requested 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 such filing or document.

(b) In preparing and submitting custom 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 information therein and the full reliance of the Company on any such document, statement or information submitted to the Company by the Customer. The Customer shall use reasonable care to ensure the correctness of all such information and shall indemnify and hold the Company harmless from and against any and all claims asserted and/or liability incurred by the Company as a result of any false or fraudulent information or other acts committed by or on behalf of the Customer.

7. In accordance with the Company's responsibilities under the Agreement, resulting from the exercise of such lien.

8. The 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 the Company is entitled to rely on the accuracy of such weights and to count signature of an officer or agent of Customer in order to provide the certified weight to the steamship lines. The Customer agrees that it shall indemnify and hold the Company harmless from and against any and all claims, losses, penalties, damages, suits and or other liabilities resulting from the incorrect measurements of the weight provided by the Customer or its agent or contractor on which the Company relies.

9. Declaring Higher Value to Third Parties. Third parties to whom the goods are entrusted may have a reasonable basis for declaring a higher value than the actual declared value.