

PLEASE READ CAREFULLY · these terms are a legally binding contract between CLN Worldwide LLC and the Customer and apply to all Services.
customerservice@clnusa.com · (704) 756-6425

1. DEFINITIONS. ·Company· means CLN Worldwide LLC, Cargo Logistics Network Company, CLN Solutions, LLC, their subsidiaries, related companies, agents, and representatives. ·Customer· means the person or entity for which the Company renders Services, together with its agents and representatives, including shippers, importers, exporters, consignees, carriers, secured parties, warehousemen, buyers, sellers, insurers, and underwriters; it is Customer's responsibility to provide notice and copies of these terms to all such parties.

·Documentation· means all information received directly or indirectly from Customer, whether in paper or electronic form. ·OTI· means an ocean transportation intermediary, including an ocean freight forwarder and a non-vessel-operating common carrier (NVOCC). ·Third parties· includes carriers, truckers, cartmen, lightermen, forwarders, OTIs, customs brokers, agents, warehousemen, and others to which goods are entrusted for transportation, cartage, handling, delivery, or storage.

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 export licenses, the filing of export and security documentation on behalf of the Customer, 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; failure to give timely notice is a complete defense to any suit or action. (b) All suits against the Company must be filed and properly served as follows: (i) for claims arising out of ocean transportation, within one (1) year from the date of loss; (ii) for claims arising out of air transportation, within two (2) years from the date of loss; (iii) for claims arising out of the preparation or submission of an import entry, within seventy-five (75) days from the date of liquidation of the entry; (iv) for all other claims, within one (1) year from the date of the loss or damage, notwithstanding any longer statutory period.

4. NO LIABILITY FOR THIRD PARTIES OR ROUTES.

Unless services are performed by persons or firms engaged pursuant to express written instructions from the Customer, the Company shall use reasonable care in its selection of third parties and of the means, route, and procedure to be followed in the handling, transportation, clearance, and delivery of the shipment. Advice that a particular person or firm has been selected shall not mean the Company warrants such person or firm, and the Company assumes no responsibility or liability for any action or inaction of such third parties or their agents, nor for any delay or loss of any kind occurring while a shipment is in the custody or control of a third party or its agent. All such claims shall be brought solely against the third party; the Company shall reasonably cooperate with the Customer, which shall be liable for any charges or costs the Company incurs in doing so.

5. QUOTATIONS NOT BINDING.

Quotations as to fees, rates of duty, freight charges, insurance premiums, or other charges are for informational purposes only and are subject to change without notice. No quotation is binding upon the Company unless the Company agrees in writing to handle the shipment at a specific rate and payment arrangements are agreed between the parties. All surcharges, accessorial, demurrage, detention, per-diem, storage, exam, and government charges actually incurred are for Customer's account whether or not quoted.

6. RELIANCE ON INFORMATION FURNISHED.

(a) Customer must review all documents and declarations prepared and/or filed with CBP, other government agencies, or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions. (b) In preparing and submitting customs entries, export declarations, Importer Security Filings, applications, and other data, the Company relies on the correctness of all Documentation and information furnished by Customer. Customer shall use reasonable care to ensure correctness and shall indemnify and hold the Company harmless from all claims, liabilities, and losses suffered by reason of Customer's failure to disclose information or any incorrect, incomplete, or false statement upon which the Company reasonably relied. Customer has an affirmative, non-delegable duty to disclose all information required to import, export, or enter goods, including accurate descriptions, classifications, valuations, quantities, weights, and countries of origin.

7. DECLARING HIGHER VALUE TO THIRD PARTIES.

Third parties to whom goods are entrusted may limit their liability for loss or damage. The Company will request excess valuation coverage only upon specific written instructions from the Customer, which must agree to pay any charges therefor. In the absence of written instructions, or upon the refusal of a third party to agree to a higher declared value, the goods may, at the Company's discretion, be tendered subject to the third party's limitations of liability and terms of service.

8. INSURANCE.

Unless requested in writing and confirmed to Customer in writing, the 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 insurance procured at its request. The Company is not an insurer, and procurement of insurance coverage does not expand the Company's own liability beyond the limits stated in Section 9.

9. DISCLAIMERS; LIMITATION OF LIABILITY.

(a) EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH ITS SERVICES. (b) Customer agrees that the Company shall only be liable for its own negligent acts that are the direct and proximate cause of injury to Customer, including loss or damage to Customer's goods, and shall in no event be liable for the acts or omissions of third parties, carriers, or governmental authorities. (c) Customer may obtain additional liability coverage up to the actual or declared value of the shipment by written request confirmed in writing by the Company, and payment therefor, prior to the covered transaction. (d) ABSENT SUCH ADDITIONAL COVERAGE, THE COMPANY'S AGGREGATE LIABILITY FOR ANY CLAIM OR SERIES OF RELATED CLAIMS ARISING FROM A SINGLE SHIPMENT, TRANSACTION, OR ENTRY SHALL NOT EXCEED THE GREATER OF (I) USD \$50.00, OR (II) THE TOTAL COMPENSATION ACTUALLY PAID TO THE COMPANY FOR THE SPECIFIC SHIPMENT, TRANSACTION, OR ENTRY GIVING RISE TO THE CLAIM. This limitation applies regardless of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise, and applies even where the Company's remedy fails of its essential purpose. (e) The limitation in subsection (d) does not apply to loss or damage finally determined by a court of competent jurisdiction to result from the Company's gross negligence or willful misconduct. (f) IN NO EVENT SHALL THE COMPANY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, STATUTORY, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST BUSINESS, LOST DATA, OR LOSS OF MARKET OR GOODWILL, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A LIMITED REMEDY HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

10. ADVANCING FUNDS; CREDIT.

All charges must be paid by Customer in advance unless the Company agrees in writing to extend credit. The granting of credit for a particular transaction is not a waiver of this provision. The Company has no obligation to advance duties, taxes, freight, or other charges on Customer's behalf, and any advance is an accommodation repayable on demand. Credit may be modified, suspended, or revoked at any time in the Company's sole discretion, and the Company may demand prepayment, deposits, or other security at any time.

11. INDEMNIFICATION.

CUSTOMER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COMPANY, ITS OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, DAMAGES, FINES, PENALTIES, LOSSES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES (collectively, "Claims"), ARISING OUT OF OR RELATED TO: (a) the importation, exportation, or transportation of Customer's merchandise; (b) any breach by Customer of this Agreement, the Terms, or any representation or warranty herein; (c) any inaccurate, incomplete, or late information or Documentation furnished by Customer, including customs, security, and manifest data; (d) any actual or alleged infringement of intellectual property rights arising from marks, descriptions, or content furnished by Customer; (e) any violation of law by Customer, including export control, sanctions, customs, or anti-corruption law; and (f) any claim brought by a third party arising from Customer's goods or Customer's conduct, including product liability and regulatory enforcement claims — in each case regardless of whether such Claim also alleges the Company's own negligence, except to the extent of the Company's gross negligence or willful misconduct as finally determined by a court of competent jurisdiction. This indemnification

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obligation survives termination of this Agreement and is not subject to the liability cap in Section 9(d).

12. C.O.D. SHIPMENTS.

The Company shall use reasonable care regarding written instructions relating to cash/collect-on-delivery shipments, bank drafts, cashier's or certified checks, letters of credit, and similar payment documents or collection instructions, but shall have no liability if a bank or consignee refuses to pay for the shipment.

13. COSTS OF COLLECTION.

In any dispute involving monies owed to the Company, the Company is entitled to all costs of collection, including reasonable attorneys' fees and interest at fifteen percent (15%) per annum or the highest rate allowed by law, whichever is less, unless a lower amount is agreed to in writing by the Company. Customer may not set off disputed amounts against undisputed invoices.

14. GENERAL LIEN AND RIGHT TO SELL.

(a) The Company shall have a general and continuing lien on any and all property (and documents relating thereto) of Customer coming into the Company's actual or constructive possession, custody, or control, for monies owed to the Company with regard to the shipment on which the lien is claimed, prior shipments, or both. (b) The Company shall provide written notice to Customer of its intent to exercise such lien, stating the amount due and any ongoing storage or other charges; Customer shall notify all parties having an interest in its shipments of the Company's rights and the exercise of such lien. (c) Unless, within thirty (30) days of receiving notice of lien, Customer posts cash or a letter of credit at sight — or, if the amount due is in dispute, an acceptable bond equal to 110% of the total amount due — in favor of the Company, guaranteeing payment plus all accrued and accruing storage charges, the Company shall have the right to sell such shipment(s) at public or private sale or auction, applying proceeds to amounts owed and costs of sale, with any net surplus refunded to Customer.

15. NO DUTY TO MAINTAIN RECORDS FOR CUSTOMER.

Customer acknowledges that, pursuant to Sections 508 and 509 of the Tariff Act, as amended (19 U.S.C. §§ 1508, 1509), Customer has the duty and is solely liable for maintaining all records required under the customs and other laws and regulations of the United States. Unless otherwise agreed in writing, the Company shall keep only such records as it is required to maintain by statute or regulation and does not act as Customer's record-keeper or record-keeping agent.

16. RULINGS, PROTESTS, AND POST-ENTRY ACTION.

Unless requested by Customer in writing and agreed to by the Company in writing, the Company has no obligation to undertake any pre- or post-release action, including obtaining binding rulings, advising of liquidations, or filing petitions, protests, post-summary corrections, or reconciliation entries.

17. BILLS OF LADING; WEIGHTS.

Where the Company prepares or issues a bill of lading, it is under no obligation to specify the number of pieces, packages, or cartons unless specifically requested in writing by Customer or its agent and Customer pays for same. The Company shall rely upon and use the cargo weights, including SOLAS verified gross mass (VGM), supplied by Customer, whose responsibility it remains to provide accurate and timely weights; Customer is liable for, and shall indemnify the Company against, all consequences of misdeclared weights.

18. TRADE COMPLIANCE; SANCTIONS; EXPORT CONTROLS.

Customer warrants on a continuing basis that: (a) neither Customer nor any party to its transactions (including consignees, end users, and financial parties) appears on any restricted- or denied-party list maintained by the U.S. government, including OFAC's Specially Designated Nationals list, the BIS Entity and Denied Persons lists, and State Department debarment lists; (b) no shipment tendered involves an embargoed or comprehensively sanctioned country or region, or a prohibited end use or end user, and no goods are the product of forced labor; (c) Customer holds and will provide all required licenses, permits, and authorizations; and (d) Customer will not cause the Company to violate any applicable export, import, sanctions, anti-boycott, or anti-corruption law. The Company may screen transactions using commercial or government watchlist databases and may decline, suspend, or cancel any shipment it reasonably believes may violate law or this Section, without liability, and may immediately suspend Customer's account pending investigation of any suspected violation. Customer shall indemnify the Company for all fines, penalties, seizures, and losses arising from breach of this Section, without regard to the liability cap in Section 9(d).

19. IMPORTER SECURITY FILING (ISF) AND ADVANCE MANIFEST DATA.

Customer is solely responsible for providing complete, accurate, and timely data required for ISF (10+2), AMS, ACAS, eManifest, and similar advance-filing regimes,

no later than the deadlines the Company communicates. Customer is liable for, and shall indemnify the Company against, all liquidated damages, penalties, exam costs, cargo holds, and delays arising from late, inaccurate, or incomplete data furnished by Customer or its suppliers.

20. HAZARDOUS MATERIALS.

Customer shall not tender hazardous, dangerous, restricted, or regulated goods without prior written disclosure to and acceptance by the Company, accompanied by all documentation, classification, packaging, marking, and labeling required by applicable law (including IATA DGR, IMDG, and 49 C.F.R.). Customer is liable for, and shall indemnify the Company against, all fines, penalties, damages, cleanup, and losses arising from undeclared or misdeclared hazardous goods, without regard to the liability cap in Section 9(d).

21. DEMURRAGE, DETENTION, AND STORAGE.

All demurrage, detention, per-diem, storage, exam, chassis, and similar charges assessed by carriers, ports, terminals, railroads, or government agencies are for Customer's account regardless of cause, including when arising from government exams, port congestion, equipment shortages, or events beyond the Company's control, and are payable on demand.

22. DUTIES AND TAXES.

Customs duties, taxes, and fees are Customer's sole obligation. If you are the importer of record, payment to the broker will not relieve you of liability for customs charges if those charges are not paid by the broker; customs charges may be paid by separate check payable to U.S. Customs and Border Protection, delivered to CBP by the broker, by advance arrangement with our office.

23. DATA; ELECTRONIC COMMUNICATIONS; CONFIDENTIALITY.

Customer authorizes the Company to store, process, and transmit Documentation and shipment data, and to disclose it to carriers, agents, service providers, sureties, insurers, and government authorities as necessary to perform the Services or as required by law. The Company will use commercially reasonable safeguards to protect Customer information. The parties consent to communicate and contract electronically, and agree that electronic signatures and records are valid and enforceable. The Company is not liable for delays or losses caused by electronic systems failures, cyber events, or third-party data breaches beyond its reasonable control.

24. FORCE MAJEURE.

The Company is not liable for failure or delay in performance caused by events beyond its reasonable control, including acts of God, weather, epidemic, war, terrorism, civil unrest, strikes or labor actions, carrier or port congestion or closure, government action or inaction, embargoes, cyber events, or shortage of equipment or space. Performance is suspended for the duration of the event, and additional costs incurred are for Customer's account.

25. NO MODIFICATION UNLESS WRITTEN.

These terms and conditions of service may only be modified, altered, or amended in a writing signed by both Customer and the Company; any attempt to unilaterally modify, alter, or amend them is null and void. The Company may publish updated terms prospectively as described in the Freight Services Agreement. No waiver of any provision or breach shall be deemed a waiver of any other provision or subsequent breach.

26. COMPENSATION OF COMPANY.

The compensation of the Company for its Services is included with and 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 is 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 a detailed breakout of the components of all charges assessed and a true copy of each pertinent document relating to those charges.

27. SEVERABILITY; ENTIRE AGREEMENT.

If any provision or portion hereof is found invalid or unenforceable, the remainder shall continue in full force and effect, and the invalid provision shall be enforced to the maximum extent permitted by law. These Terms, together with the Freight Services Agreement and all documents incorporated in this packet, constitute the entire agreement between Customer and the Company regarding their subject matter and supersede all prior agreements, understandings, and communications, whether written or oral.

28. GOVERNING LAW; JURISDICTION; VENUE; JURY WAIVER.

These terms and the relationship of the parties are governed by the laws of the State of North Carolina, without regard to conflict-of-laws principles. Customer and

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Company (a) irrevocably consent to the exclusive jurisdiction of the United States District Court for the Western District of North Carolina and the state courts of North Carolina sitting in Mecklenburg County; (b) agree that any action relating to the Services shall be brought only in said courts; (c) consent to personal jurisdiction in said courts; (d) agree that an action to enforce a judgment may be instituted in any jurisdiction; and (e) TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY WAIVES TRIAL BY JURY in any action arising out of or relating to the Services.

29. CARGO SCREENING.

All cargo is subject to screening, inspection, and security search by the Company, carriers, and government authorities, without notice and without liability for resulting delay.

30. ACKNOWLEDGMENT.

Customer acknowledges that it has received, read, and understood these Terms and Conditions of Service, that they are also available at <https://www.clnusa.com/terms-conditions>, and that they govern all Services and transactions between the parties unless superseded by a signed writing.

CUSTOMER — AUTHORIZED SIGNATURE

DATE

PRINTED NAME & TITLE

COMPANY
