

TERMS AND CONDITIONS OF SERVICE (HIGH VALUE)

These terms and conditions of service (these "Terms and Conditions") constitute a legally binding contract between the Company and the Customer. Capitalized terms shall have the meanings set forth in this Agreement, or in any accompanying Schedules, Statements of Work ("SoW"), Project Work Orders ("PWO"), exhibits, or other specifically identified documents which, when executed by the parties, will be incorporated into this Agreement (each, an "Attachment," and collectively, the "Attachments"). The parties may individually be referred to as a "party" and collectively as the "parties."

1. Definitions. The following capitalized terms used in this Contract will have the following Definitions.

(a) "Company" shall mean Schneider Freight USA, Inc., its subsidiaries, related companies, agents, subcontractors, associated companies and/or representatives who undertake to perform the Services for the Customer on behalf of the Company identified on the signature line to these Terms and Conditions;

(b) "Custody of the Company" means the period of time measured from the time the Company takes possession of, and provides a authorized signed receipt for, the Valuables at the collection point until the moment the Company tenders delivery of the Valuables to the Customer or its authorized consignee at the delivery point, or in the case of a contract for the storage of Valuables, until such time as the Valuables are returned from storage and tendered to the Customer or its authorized consignee.

(c) "Customer", "You" or "Your" shall mean the party who contracts for the Company's Service(s), and includes Customer's employees, agents, shippers, importers, exporters, and any third party who acts at your direction etc. It is the responsibility of the Customer to provide notice and copy(s) of these terms and conditions all such agents or representatives;

(d) "Declared Value" shall mean the sum declared by the Customer relative to Valuables and which constitutes the Company' maximum indemnity liability for the Valuables.

(e) "Destination" and "Consignee" means the recipient or receiving location designated by the Customer as the completion point of the Services that we are providing as described in this agreement.

(f) "Documentation" shall mean all information received directly or indirectly from Customer, whether in paper or electronic form;

(g) "Property" shall mean the Valuables said by Customer to be contained in any Shipment.

(h) "Shipment" means one or more sealed or locked container(s) of Property, collected or received by Company at any one time and place, with one or more designated Destinations or Consignees. A Shipment with a single destination

has the same meaning as a Consignment. A Shipment with multiple Destinations will include multiple Consignments

(i) A "Third Party" shall include, but not be limited to, the following: "carriers, truck men, cart men, lighter men, forwarders, OTIs, customs brokers, agents, warehousemen and others to which the goods are entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise."

(j) "Valuables" shall mean property such as precious and semi-precious metals, currency, or coin or any in respect of which the Company is requested to perform the Services.

(k) "We", "us", or "our" shall mean Schneider Freight USA, Inc.

2. Services. Appointment of Company as agent. The Customer hereby appoints Company as the "agent" of the Customer for export control and customs, post entry services, the securing of export licenses, the filing of export documentation on behalf of the Customer and other dealings with government agencies. As to all other Services, Company acts as an independent contractor, unless otherwise agreed to in writing by the parties. You agree (a) that unless You specify a customs broker in writing, you hereby appoint the Company as Your agent solely for performance of customs clearance and certify the Company as the Consignee for the purpose of designating a customs broker to perform customs clearances. You will furnish such information and documents as are necessary to comply with applicable laws, rules and regulations. The Company assumes no liability to You or any other person for any loss or expense due to Your failure to comply with this provision.

3. Limitation of Actions. 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 nine (9) days of the event giving rise to claim; the failure to give the Company timely notice shall be a complete defense to any suit or action commenced by Customer.

(a) All claims against Company must be made as follows:
a. For claims arising out of ocean transportation,

within one (1) year from the date of the loss;

b. For claims arising out of air transportation, within two (2) years from the date of the loss;

c. For claims arising out 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);

d. For any and all other claims of any other type, within two (2) years from the date of the loss or damage.

4. Disclaimer of 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 the performance of the Services and 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; selection by the Company of a third-party to render services with respect to the goods, shall not be construed to mean that the Company assumes responsibility or liability for any actions(s) and/or inaction(s) of such third parties and/or its agents, and the Company shall not be liable 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; and Customer agrees that 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.

5. Replacement of Prior Agreements. This Agreement, including applicable Attachments, is intended to replace and supersede all agreements between the parties as of the Effective Date.

6. Term and Termination.

(a) Term. This Agreement will commence on the Effective Date and expire [when the shipment is received at its destination?] (the "Initial Term").

(b) Other Termination Events. This Agreement may be terminated on written notice in the event: (a) a party files or has filed against it any voluntary or involuntary bankruptcy, reorganization or other proceeding under any bankruptcy or insolvency law; (b) a party is unable to pay its debts as they mature; (c) a party makes an assignment for the benefit of its creditors; or (d) Client fails to timely provide to such information as Company reasonably requires to continue to provide the Services, or (e) any other circumstance occasioned by Client which unreasonably interferes with Company's ability to effectively perform the Services.

7. 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 to between the Company and the Customer. All price quotations expire ninety [90] days after receipt thereof by Customer.

8. 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 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.

9. 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 parties agree as follows:

(c) The Company's liability is subject to the following limitations: (i) The maximum amount of the Company's liability for any one shipment shall not exceed Fifteen Million (\$15,000,000 USD) Dollars, unless the parties otherwise agree in writing; (ii) The Company's liability, whether in contract, tort, indemnity, warranty or otherwise, shall not in any circumstance include ancillary, special, indirect, lost profits, consequential or punitive damages, interest or attorney fees, whether or not caused by the Company's fault and whether or not the Company had knowledge of the possibility of such damages, (iii) nothing contained herein will limit or exclude the Company's liability for its negligent acts, and the Company shall in no event be liable for the acts of third parties.

10. 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 not liability if the bank or consignee refuses to pay for the shipment.

11. Payment Terms; Costs of Collection.

(a) The Company will issue invoices to Customer, and such invoices will be due and payable fifteen (15) days following

receipt.

(b) Invoices not paid within 30 days will accrue interest at the rate of one and one-third percent (1.33%) per month, or the maximum allowed by applicable law, if lower. If not specified, The Company may apply any payments or credits received first to undisputed past due amounts, then to interest, and then to current billings. The Company shall also be entitled to recover all costs of collection (including reasonable attorney fees and costs) of any amounts past due. Checks returned for insufficient funds will be subject to a fee in the amount of \$250.00 or the highest amount allowed by applicable law, if lower.

(c) In the event Customer disputes an invoice charge, Customer must notify the Company no more than thirty (30) days from the invoice date and provide reasonable detail regarding such dispute or Customer will have waived any objection to the invoice charges. After receiving such notice, the Company will review and determine the validity of such charge.

(d) Failure to pay an undisputed portion of an invoice pursuant to the terms of this Agreement shall be considered a material breach of this Agreement and shall be grounds for suspension of the Services or termination of the Agreement by the Company, as a cumulative remedy.

12. 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 on which the lien is claimed, 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 such lien.

(c) Unless, within thirty 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 any net proceeds remaining thereafter shall be refunded to Customer.

13. 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 liable for maintaining all records required under the Customs and/or other Laws and Regulations of the United States; 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 "recordkeeping agent" for Customer.

14. 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.

15. 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 same, Company shall rely upon and use the cargo weight supplied by Customer.

16. Entire Agreement; Modification; Waiver. These Terms and Conditions contain the entire agreement of the parties with respect to the subject matter hereof, and may only be modified, altered or amended in writing signed by both Customer and Company.

17. Compensation of Company. The compensation of 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 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 expense of collection and/or litigation, including reasonable attorney fees and costs.

18. 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 hereof shall remain in full force and effect.

19. Governing Law; Consent to Jurisdiction and Venue. These Terms and Conditions and the relationship of the parties shall be governed by and construed in accordance with the laws of the State of New York without giving consideration to principles of conflict of law. In connection therewith Customer and Company

(a) irrevocably consent to the jurisdiction of the United States District Courts and the State courts of New York located in Nassau County, New York;

(b) agree that any action relating to the services performed by Company, shall only be brought in said courts;

(c) consent to the exercise of in persona jurisdiction by said courts over it, and

(d) further agree that any action to enforce a judgment may be instituted in any jurisdiction.

20. Invoices of the Company are due on or before 30 days

in U.S. currency unless otherwise specified.

21. Notices.

(a) Formal Notice. Notices in respect of material terms of this Agreement shall be delivered in writing by either (i) United States certified mail, return receipt requested, postage prepaid, or (ii) nationally-recognized overnight courier (such as FedEx). Notices are deemed made three (3) business days after deposit in the U.S. mail or one (1) business day after delivery to the overnight courier service for next-day delivery. Notices to Client will be delivered to the address and contact person specified on the Summary Page of this Agreement. Notices to Company must be delivered to:

Schneider Freight US
10 Fifth Street
Valley Stream, NY 11581
Attn: Legal Department

(b) Routine Communications. Everyday communications (e.g., minor changes to service parameters and permitted additions and deletions to the Services) may be made informally, as may be agreed to by the parties (e.g. email).

22. Dispute Resolution. All disputes, claims or controversies between the parties arising out of or relating to this Agreement, or its breach, shall be resolved in the following manner, subject to Section 13(b), below:

(a) Informal Dispute Resolution. The parties will endeavor to resolve disputes under this Agreement informally and in good faith. Within thirty (30) days after notification of a dispute, the parties will meet and confer in an effort to resolve such dispute. In the event the parties fail to resolve such dispute within thirty (30) day period, the parties will, within five (5) business days thereafter, designate an individual not engaged in the day to day performance of the Services under this Agreement to resolve such dispute. The designated individuals shall be free to reasonably seek and obtain non-privileged information from the other party relating to the dispute. If the matter has not been resolved within thirty (30) days after the designation of such individuals, then the parties may proceed to resolve such dispute as they may determine. All negotiations pursuant to this subsection will be considered offers to compromise, and will neither be subject to disclosure nor admissible in evidence in any subsequent proceeding.

(b) Injunctive Relief. In addition to any other right either party may have under this Agreement or in law, if a breach or threatened breach of any provision of this Agreement may, in a party's reasonable view result in immediate and irreparable injury for which monetary damages may not be adequate, the non-breaching party shall be entitled to apply to an appropriate court (pursuant to Section (b), below) for equitable relief,

including injunctive relief and specific performance without the necessity of posting a bond.

23. Governing Law/Venue/Attorney Fees. New York law will govern the interpretation and enforcement of this Agreement, without regard to New York's conflict of law provisions. Any action or proceeding brought to enforce this Agreement, or its breach must be brought in the state or federal courts located in the County of Nassau, New York. The prevailing party in any action or proceeding brought to enforce the provisions of this Agreement, or its breach, shall be entitled to receive from the non-prevailing party the reasonable attorney fees and costs incurred by the prevailing party in connection with such litigation, and any appeals therefrom.

24. Entire Agreement. This Agreement, including without limitation all recitals, the summary page, Attachments, and any ancillary documents located on Company's Internet site, contains the parties' entire understanding with respect to the Services and the other subject matter hereof, supersedes any prior or contemporaneous agreements, representations, or proposals, oral or written, between the parties concerning the subject matter of this Agreement, and may only be amended or modified in a writing signed by the parties hereto.

25. Interpretation/Enforceability. If any provision of this Agreement is held invalid, illegal or unenforceable, such provision will be fully severable and the validity, legality or enforceability of the remaining provisions will not in any way be affected. If a term in an Attachment conflicts with a term in this Agreement, the terms of this Agreement will prevail unless the Attachment specifically states that the term in the Attachment will control. If a term contained in any document or other written communication issued pursuant to an Attachment conflicts with a term in that Attachment, the terms of that Attachment will prevail.

26. Subcontracting. Company may subcontract the Services, or portions thereof, under this Agreement, provided that Company shall retain responsibility for the performance of the subcontracted Services.

27. Force Majeure. Neither party will be liable to the other for delays or failure of performance attributable to acts of God, hurricanes, floods, earthquakes, riots, civil disturbances, power failure, strikes, fire, war, public disorder, labor disputes, acts of terrorism, robbery, burglary, blasting, the expansion, contraction, or other movement of doors or walls, the acts of any governmental authority, or other causes beyond its reasonable control (each an event of "Force Majeure"). A party's performance will be excused during the event of Force Majeure, but the parties will take commercially reasonable steps to promptly resume the performance of their obligations under this Agreement in full or in part.

28. Relationship of The Parties. The parties are independent contractors and are not employees, agents, partners or joint



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venturers of the other. No party will hold itself out as, or be deemed to be, an employee, agent, partner or joint venturer of

the other, and each party's authority will be limited to the matters expressly set forth in this Agreement.

29. No Third Party Beneficiaries. There are no third-parties who are intended to benefit in any way from the terms and provisions of this Agreement.

30. Survival. The terms of this Agreement that expressly or by their nature are intended to survive the expiration or termination of this Agreement will survive and continue in full force and effect.

31. Waiver. No failure or delay on the part of either party in exercising any power or right under this Agreement will operate as a waiver of any further exercise of that or any other power or right. No waiver, modification or amendment to this Agreement will be valid unless in writing and signed by an authorized representative of the party against whom such waiver, modification or amendment is to be enforced.

32. Assignment. A party may in good faith assign this Agreement, or any of its rights and obligations hereunder, to a parent, affiliate, subsidiary, or, in connection with a merger, acquisition or sale, to an entity which acquires all, or substantially all, of assets or stock of a party, in each case with the consent of the other party, which consent shall not be unreasonably withheld, delayed or conditioned. Subject to the foregoing, this Agreement is binding upon, and inures to the benefit of, the successors and permitted assigns of the parties.

33. Execution. This Agreement may be executed by electronic signature and in counterparts, each of which, when taken together, will constitute one and the same agreement. Electronic signatures, as that term is defined in the New York Electronic Signatures and Records Act, shall be valid and binding on the parties with respect to the Agreement and any Attachments.

<<Client>>

By:

Title:

Date:

Schneider Freight USA, Inc.

By:

Printed:

Title:

Date: