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# PROJECT CARGO AGENCY TERMS & CONDITIONS

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Customer, identified on a Price Quotation issued by Expeditors International of Washington, Inc. and its subsidiaries (“Expeditors”), and Expeditors agree as follows:

## 1. INCORPORATION

These Project Cargo Agency Terms and Conditions (“Terms and Conditions”) are incorporated into the Price Quotation issued by Expeditors and shall become binding upon Customer and Expeditors once Customer gives Expeditors direction to proceed. Customer’s direction to proceed may be given verbally, or by e-mail, facsimile or other written document. If Customer directs Expeditors to proceed but such direction to proceed is given beyond the expiration date indicated on the Price Quotation, the Price Quotation shall be deemed modified as to prices, equipment and space availability as of the date of such direction as determined by Expeditors. Any such direction to proceed from Customer shall constitute Customer’s acceptance of and authorization under these Terms and Conditions. These Terms and Conditions govern the transportation of the goods to be transported hereunder (“Project Cargoes”).

## 2. APPOINTMENT/STANDARDS

Customer hereby appoints Expeditors to act as its agent to arrange/engage transportation services as identified in the Price Quotation or otherwise necessary for the transportation of the Project Cargoes or for the management of the Project identified in the Price Quotation. Necessary services include but are not limited to arranging or engaging transportation vendors as well as engineers, surveyors, heavy lift contractors, fabricators and other consultants with specialized knowledge of any aspect of the Project Cargoes. Services do not include customs brokerage services nor will Expeditors be required to secure licenses, quote clearances or obtain government consent in respect of the import or export of the Project Cargoes. Expeditors is to arrange/engage such transportation services as Customer’s agent and in Customer’s name consistent with industry standards, with Customer and its Project Cargoes to then become subject to the terms, conditions, rules, regulations, tariffs and requirements of such vendors. Unless otherwise instructed in writing prior to shipment, Expeditors shall not declare a higher value or procure the election of shipper’s interest in insurance. Expeditors may consolidate the Project Cargoes with the cargoes of others. Customer may request in writing that Expeditors inform it of all engagements including the further option to approve such engagements; if Customer elects to approve such engagements, approval will be deemed to have been granted if Customer does not expressly reject the engagement in writing within twenty four (24) hours from the date/time of transmission by Expeditors. In all other respects, the standard of care applicable to Expeditors shall be that of similarly situated providers of such services within the geographical area. Expeditors does not undertake that the Project Cargoes will be forwarded or transported from the place of receipt or arrive at the place of consignment or destination by any particular date or time, or to meet any particular market or in time for any particular purpose or use.

## 3. DIRECT ENGAGEMENTS

Expeditors will use reasonable efforts to arrange/engage transportation services “as agent for” Customer, but in circumstances in which it is not feasible to do so, or is deemed advantageous to Customer that Expeditors engage such services in its own name, those services shall nonetheless fall under these Terms and Conditions and such charges shall be reimbursed by Customer. In addition, Expeditors is authorized to engage itself as a vendor, to separately provide services to Customer, so long as such services are consistent with the standards set forth in the previous section; in such an event, the relationship between Customer and Expeditors with respect thereto shall be governed by Expeditors’ usual and customary terms and conditions issued for such services.

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### 4. FEES/CHARGES

Expeditors' fee for arranging/engaging transportation services for Customer and the Project Cargoes shall be as set forth in the Price Quotation. If Expeditors is requested by Customer to advance charges or is required to advance charges to obtain favorable rates or contracting for Customer, an additional fee shall be applied to such advances. All charges relating to the Project Cargoes and/or transportation services shall be paid by Customer directly or fully reimbursed to Expeditors if Expeditors had advanced payment. Customer shall have the option of paying some or all charges directly to vendors upon advance written notice to Expeditors. Expeditors is authorized, but is not required, to advance any charges whatsoever. Expeditors is also authorized to advance any charges which Customer had elected or agreed to pay directly but the payment of which has been delayed, to avoid adverse impact on the business relationship with that vendor. Charges include those specifically identified in the Price Quotation as well as all charges necessarily incurred to provide the transportation services, and/or which are incurred relative to the Project Cargoes at any stage before, during or after the course of transportation; charges include but are not limited to: deadfreight, demurrage, detention and delay charges; taxes of every type and nature; customs duties and charges for entry, inspection, clearance, etc.; export charges; additional handling, sorting and storage charges; overlength, overwidth and overheight charges; charges related to complying with the SOLAS Rules; reweighing and remeasuring charges; repacking, repackaging and resealing charges; highway tolls and escort charges; additional permits, authorizations, licenses; dockage, wharfage, harbor and port charges; fuel, security, emergency and any other surcharges; and currency fluctuations.

### 5. PAYMENT

Deposit and advance payments for fees and charges are to be made when and as identified in the Price Quotation, with such deposit/advance payments to be a credit upon Customer's obligations for payment/reimbursement. Expeditors has the right to terminate services immediately if any payment, including deposit/advance payment, is not made when due. All payments are due in the currency and within the time period set forth in Expeditors' invoice, without deduction, abatement, counterclaim or setoff. Expeditors is entitled to payment of all fees and charges due hereunder and to receive and retain it irrevocably under any circumstances whatsoever, whether or not the Project Cargoes are lost, damaged or delayed or whether the carriage of the Project Cargoes is interrupted or abandoned. Interest on payments which are due but which have not been made shall accrue at the rate of one and a half percent (1.5%) per month (19.72% annum) from date due until paid in full.

### 6. CUSTOMER WARRANTIES

Customer warrants the following: (i) that the Project Cargoes are suitably packed/packaged and properly marked/labeled for the contemplated receipt, forwarding, handling, transportation and delivery, and are free of dirt, mud, oil, grease etc.; (ii) that the weight, including VGM, and description of the various packages and cargo units furnished are correct; all wooden items including those used in dunnage or packaging are stamped as treated wood as per Quarantine International ISPM regulations; and all appropriate and required customs paperwork accompanies the Project Cargoes; (iii) that all hazardous or dangerous Project Cargoes have been packed/packaged and marked/labeled in accordance with all applicable laws and regulations, including without limitation, DOT and IMO regulations, and fully identified and documented in accordance with such regulations in writing at or before the time of tender of such Project Cargoes by Customer; and (iv) that the Project Cargoes do not require insulated, refrigerated, ventilated or other special storage or handling, unless the same is disclosed in writing to Expeditors before the time of commencement of services, which will be subject to an additional fee. Project Cargoes that do not comport with the above warranties may be rejected. Customer also warrants that it is and shall remain in compliance with all applicable laws and regulations, federal, state and local, including without limitation anti-corruption laws such as the U.S. Foreign Corrupt Practices Act ("FCPA"), U.S. Export Administration Regulations ("EAR"), International Traffic in Arms Regulations ("ITAR"), U.S. Anti-Boycott regulations and the various U.S. economic sanction programs administered by the Treasury Office of Foreign Assets Control ("OFAC"), and that the information which Customer provides to Expeditors in connection with Customer's compliance with such laws and regulations is and shall remain complete, true and correct. Customer shall also comply with all laws and regulations of any country to, from, through or over which the Project Cargoes may be carried. Customer shall also comply with the International Convention for the Safety of Life at Sea, 1 November 1974, 1184 UNTS 3 as codified and amended from time to time ("SOLAS Rules"), including any national legislation adopting SOLAS Rules and the amendment to regulation VI/2 (requiring the mandatory provision of the verification of the gross mass ("VGM") of packed containers and the Guidelines

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regarding the verified gross mass of a container carrying cargo (MSC.1/Circ.1475). Customer further warrants that these Terms and Conditions shall bind the exporter, importer, sender, receiver, owner, consignor, consignee, transferor and transferee of the Project Cargoes as well as anyone else claiming by or through them, and all assignees or transferees of the foregoing, all of whom shall be included within the term and have the obligations of "Customer" as stated herein. If more than one person or entity is a "Customer" under these Terms and Conditions, then all of Customer's representations, warranties, indemnities, agreements, consents, and waivers under these Terms and Conditions shall be joint and several. Expeditors may exercise its rights and remedies upon the breach or default by any one person or entity constituting the Customer (with or without exercising rights or remedies against the Project Cargoes, any other property, or any other person or entity).

### 7. CARGO LOSS/DAMAGE

Customer agrees to look solely to the vendor(s) arranged/engaged by Expeditors for any loss, damage, delay, shortage, misdelivery or failure to deliver the Project Cargoes; Expeditors, as Customer's agent, shall have no liability whatsoever for any such loss, damage, delay shortage, misdelivery, delivery failure of the Project Cargoes or for any action, inaction, omission, failure, violation or misconduct of any vendor(s) engaged under these Terms and Conditions. Customer shall at all times maintain full form all risk cargo insurance on the Project Cargoes to their full delivered values plus the costs of freight and insurance, with such policy to be endorsed to waive subrogation against Expeditors.

### 8. LIABILITY

Customer's sole and exclusive remedy against Expeditors for any breach of these Terms and Conditions and/or failure to perform in accordance with the standards identified herein, whether in agency, tort, and contract or otherwise, shall be reimbursement of the fees which Customer has actually paid Expeditors with respect to the specific Project Cargoes and Price Quotation involved. In the event of any deficiency or failure in performance on the part of Expeditors, Customer agrees to immediately notify Expeditors in writing, identifying the precise deficiency or failure and allowing Expeditors a reasonable opportunity to evaluate the matter and, as appropriate, correct the deficiency or failure to the reasonable satisfaction of both parties. Expeditors shall be discharged from any claim, demand, or liability in respect of these Terms and Conditions (regardless of legal theory) unless suit is filed against Expeditors within one year after the time the cause of action against Expeditors, if any, arose. Expeditors shall in no event be liable for any consequential, indirect, special, or punitive damages of any kind or nature whatsoever, including but not limited to lost profit, lost revenue, loss of use, loss of reputation and loss of market, regardless of whether such damages may have been foreseeable. Customer shall defend, indemnify, and hold harmless Expeditors in respect of any illness, injury or death of any person, or damage to any property, or any other loss, damage, liability, lien, claim, expense, fine, penalty or suit, including legal fees and costs, which in any way relates to or arises out of the Project Cargoes, their transportation and/or the services provided hereunder. Customer shall further indemnify, defend and hold Expeditors harmless against any and all claims, losses, or damages arising from the conduct of Customer or any of its officers, directors, employees, agents, and owners or other persons working for or with Customer under these Terms and Conditions that constitutes a violation of the Customer's obligations, representations, agreements, consents, waivers and warranties contained herein.

### 9. LIEN

As security for any existing and future indebtedness and obligations of the Customer to Expeditors, including claims for charges, expenses, indemnity obligations, delay charges, or advances incurred by Expeditors in connection with any shipment or transaction of the Customer, and whether or not presently contemplated by the Customer and Expeditors, the Customer hereby grants to Expeditors a continuing lien and security interest in any and all property of the Customer (including Project Cargoes and documents relating thereto) now or hereafter in Expeditors' possession, custody or control or en route (the "Collateral"). This lien and security interest shall be in addition to any other rights Expeditors has or may acquire under any other agreements and/or applicable law, and shall survive delivery or release of any Collateral.

If any indebtedness remains unpaid, Contractor may, in addition to any other rights it has under other agreements and/or applicable law, exercise any or all of the rights of a secured party under the Uniform Commercial Code now in effect in the State of Washington. Any notice required to be given by the Contractor of a sale or other disposition or other intended actions with respect to any Collateral, or otherwise, made by sending same to the Customer at least ten (10) days prior to any proposed action shall constitute fair and reasonable notice to the Customer. Any surplus from a sale or

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other disposition of Collateral, after application of the proceeds to the costs of enforcement and sale or other disposition (including attorneys' fees) and to the indebtedness and obligations shall be transmitted to the Customer, and the Customer shall be liable for any deficiency in the sale.

## 10. LAW/VENUE

These Terms and Conditions shall be construed according to the laws of the State of Washington, USA, without giving effect to that state's conflict of laws rules. Any dispute arising out of or relating to these Terms and Conditions and/or the Price Quotation shall be litigated in the state or federal courts of King County, State of Washington, USA, to the exclusion of any other venue, and Customer consents to the exclusive personal jurisdiction of said courts and the appropriateness of said venue. Customer further irrevocably consents to the commencement and to the transfer of venue in any or all such actions to any other venue in which Expeditors is party to a legal action brought by itself or a third party that arises from or is connected with the Expeditors' services under these Terms and Conditions. Customer waives all defenses based on inconvenience of forum in all actions commenced under these Terms and Conditions. Customer shall pay all costs incurred by Expeditors (including attorneys' fees and expenses) in connection with any dispute between Customer and Expeditors (including for transfers of venue, for appeals, and in bankruptcy and receivership proceedings).

## 11. INTEGRATION/HEADINGS

These Terms and Conditions together with the terms set forth in Expeditors' invoices and in Expeditors' Application for Credit, incorporated herein, constitute the entire agreement between Customer and Expeditors with respect to the Project Cargoes and/or the services of Expeditors, and supersede all prior and contemporaneous agreements, written and oral. These Terms and Conditions shall not be modified except through a writing signed by both parties. These Terms and Conditions shall be construed neutrally, and as the commemoration of the mutual assent of both parties, rather than for or against a party. The headings used above are for convenience of reference only, are not substantive and may not be used to construe this agreement.

## 12. GENERAL

Customer may not assign its rights under these Terms and Conditions without Expeditors' prior written consent. If any portion of these Terms and Conditions shall, in whole or in part, be determined unenforceable or invalid, the balance of these Terms and Conditions shall remain in full force and effect without regard to such illegality or unenforceability of a portion of these Terms and Conditions. The waiver of any provision or any breach or violation of any provision of these Terms and Condition by Expeditors shall not operate or be construed as a continuing waiver or waiver of any subsequent breach or violation hereof. These Terms and Conditions shall apply whenever a claim is made against any officer, director, employee, subsidiary or agent of Expeditors, in which case such officer, director, employee, subsidiary or agent shall be entitled to all rights and defenses of Expeditors set forth herein, and the aggregate liability of Expeditors and said persons shall not exceed the agreed liability of Expeditors alone as set forth herein.

## 13. EXPEDITORS' TARIFF

Copies of Expeditors' tariff are obtainable from Expeditors upon request or where applicable from the Federal Maritime Commission or other government agency with whom its tariff has been filed. Expeditors may from time to time change the terms of these Terms and Conditions. The current and applicable terms of these Terms and Conditions can be found on Expeditors' website at [www.expeditors.com](http://www.expeditors.com) and may differ from the pre-printed terms for these Project Cargo Terms and Conditions. In the event of a conflict between the terms of these Terms and Conditions and the updated version in Expeditors' tariff in effect on the date that cargo is received by Expeditors for transport under these Terms and Conditions, the updated version shall control.

## 14. DATA PROTECTION

Customer represents and warrants that it complies with all applicable privacy and data protection laws with respect to personally identifiable information about individual contacts of Customer and clients of Customer ("Customer Data") that Customer provides to Expeditors to allow Expeditors to perform services. Customer acts as a "data controller" or an equivalent term under applicable Law with respect to Customer Data. Customer further represents and warrants that it has obtained the proper consent from all data subjects to the disclosure and transfer of Customer Data to Expeditors. In providing services to Customer, Expeditors may process Customer Data and thus act as a "data processor" or an



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equivalent term under applicable Law with respect to such data and will process Customer Data in accordance with lawful instructions from Customer. Expeditors may use Customer Data as part of its Customer account opening and general administration process (e.g., in order to carry out compliance, financial checks, invoicing, or debt recovery), and otherwise in performing services. For purposes herein, the information may be transferred to or accessible from Expeditors' offices around the world