



NNR Global Logistics USA Inc.

Transportation Agreement



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**Licensed IATA Cargo Agent
FMC License No. 3292**

www.nnrglobal.com



Transportation Agreement

<p>I. PARTIES:</p>	<p>This Agreement is made this _____ by and between _____, and having a place of business at _____, and NNR GLOBAL LOGISTICS USA INC., an Illinois corporation having its headquarters at Two Pierce Place, Suite 1800, Itasca, Illinois 60143 (“NNR”).</p>
<p>II. PURPOSE:</p>	<p>NNR is an international freight forwarder that provides transportation and related services as an Indirect Air Carrier, licensed non vessel operating common carrier (NVOCC), customs brokerage and related logistic services (“Services”). NNR desires to provide Services to Customer.</p> <p>Customer requires certain transportation and related logistic services for the movement and storage of products in connection with the operation of its business (“Goods” or “Cargo”). Customer desires to engage NNR to arrange transportation and related logistic services for Customer’s Goods.</p> <p>Customer and NNR have agreed to establish terms and conditions that will apply to all Services to be performed for Customer by NNR. This Agreement shall apply to all air, ocean and ground shipments which are arranged by NNR on behalf of Customer for transport to or from all points of origin or destination in other countries, including, without limitation, related domestic or intermodal movements before or after the primary air or ocean transport.</p> <p>Any Statement of Work agreed to and signed by Customer and NNR constitutes part of this Agreement. To the extent that there is a conflict between the terms of this Agreement and a SOW, the Agreement will control and take precedence.</p>
<p>III. LIMITATION OF LIABILITY (SHIPMENTS):</p>	<p>In all circumstances, unless the shipper has submitted a written request in advance to insure the shipment and has paid the supplementary charge to NNR, NNR’s liability for goods lost, damaged or delayed by any cause whatsoever shall not exceed (i) for air shipments, 22 “special drawing rights” (as defined and calculated by the International Monetary Fund) per kilogram, or the then current rate of liability pursuant to Montreal Convention; or (ii) for ocean shipments, US\$500 per package or shipping unit or the then current rate of liability as set forth in the Hague Rules as amended, including the Hague-Visby rules, or as set forth in U.S. COGSA, whichever applicable; or (iii) surface transportation, in all instances, for purposes of determining liability, dimensional weight (DIM) shall not be used for calculating liability and the actual product weight shall be utilized subject to the following maximum monetary recovery(s): (a) Surface Shipments in the U.S. NNR’s liability is limited to the greater of USD\$50.00 per Shipment or USD\$0.50 per pound (actual product weight), per Package whichever is greater. (b) Surface Shipments between the U.S. and Mexico. NNR’s liability is limited to a maximum of USD\$50.00 per Shipment or USD\$0.50 per pound (actual product weight), per Package, whichever is greater. In the event that this limit of liability is deemed unenforceable, Customer and Shipper acknowledge that Mexican law limits the liability of a motor carrier to the equivalent of fifteen (15) times the minimum daily wage then in effect in the Federal District of Mexico, per metric ton or the proportional part thereof, and (c) Surface Shipments between the U.S. and Canada. NNR’s liability is limited to a maximum of \$2.00 Canadian per pound (actual product weight) computed on the total weight of the lost or damaged goods by the Customer. In no circumstances shall NNR be liable for any special, consequential, incidental, indirect or punitive damages, losses or injuries of any nature.</p>
<p>IV. CREDIT TERMS</p>	<p>IF NNR APPROVES AND GRANTS CREDIT TO CUSTOMER, the full amount of the invoice is due within thirty (30) days from the date of invoice. All amounts exceeding the approved credit limit shall be deemed COD. NNR will make every effort to give notice prior to COD restriction, however, failure to give notices does not bar NNR from suspending or terminating credit terms. Any amount which is unpaid within that time shall accrue interest at the rate of one and a half percent (1.5%) per month until paid, which interest shall be added to the balance owed. Regardless of to whom the invoice is issued, the shipper, consignee and owner of the Goods jointly and severally guarantee to NNR the payment of all amounts set forth in the invoice. <u>All amounts owed shall be paid without set-off, counterclaim, deduction or delay.</u></p> <p>Customer agrees to pay any bank charges incurred by NNR for any returned checks, credit card stop payments, etc. Customer agrees to complete and timely submit the Credit Request Form for credit consideration (Attached as Appendix “A”). Customer states that the credit information provided in the Credit Request Form is true and accurate to the best of my/our knowledge and belief. Customer authorizes any institution listed as credit reference, bank or trade references to release credit information concerning it and/or the company. The authorization is given to enable NNR to promptly and fairly evaluate the request for credit. In order to facilitate possible future request for credit from NNR or from other creditors, Customer further authorizes NNR to disclose factual information regarding the record of payments on Customer’s account(s). (NNR may require a personal guarantee to be signed as a condition to extending credit)</p> <p>Customer states that if they use a “Payment Company” (Factors, Consultants, Pre-Audit, etc.), it does not relieve Customer of its obligation to honor credit terms granted by NNR, and that Customer states it is solely responsible for ensuring timely payment within terms.</p>



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<p>IV. CREDIT TERMS CONT.</p>	<p>NNR will accept payment by company check drawn on a US bank account, wire transfer, credit card, certified check, cashier's check, U.S. Postal money order. For Credit Card Payments, Customer will complete a Credit Card Payment Authorization Form (Recurring/One-time).</p> <p>If it becomes necessary for NNR to utilize a collection agency and/or an attorney to collect any unpaid amount of this invoice, the shipper, consignee and/or owner of the Goods shall be obligated to pay the actual collection agency fees, attorneys' fees and litigation or other expenses, including but not limited to court costs, incurred by NNR, regardless of whether litigation is actually filed.</p>
<p>V. DUTIES, TAXES AND OTHER CHARGES:</p>	<p>NNR is authorized (but shall be under no obligation) to advance any duties, taxes or charges and to make any disbursements with respect to the Goods, and the shipper, consignee, importer and owner shall be jointly and severally liable for the reimbursement thereof. NNR shall be under no obligation to incur any expense or to make any advance in connection with the forwarding or reforwarding of the Goods except against repayment by the shipper, consignee, importer or owner. If it is necessary to make customs entry of the Goods at any place, the Goods shall be deemed to be consigned at such place to the person named on the bill of lading as customs consignee or, if no such person is named, to NNR or to such customs consignee, if any, as NNR may designate. If, for any reason, it is impossible for NNR to complete a contract of carriage or if the consignee fails or refuses to accept delivery of the goods, NNR may store the goods at its applicable storage rates or, at its option, may store the goods in a public warehouse, in which event the storage rates charged by such warehouse shall apply. All such charges shall be the responsibility of the Customer, shipper, consignee, importer and owner.</p>
<p>VI. LIEN ON CARGO/GOODS:</p>	<p>NNR shall have a lien on any and all Goods of the Customer (and documents relating thereto) delivered to and in NNR's possession, custody or control for all charges, advances or amounts of any kind due under this invoice or any prior or subsequent invoices or contracts with the shipper, consignee or owner of the goods, and NNR may refuse to surrender possession of the Goods until all such charges or debts are paid in full. If such amounts remain unpaid for 30 days after NNR's demand for payment, NNR may sell such property at public auction or private sale. The proceeds of such sale shall be applied to the amounts owed. Any surplus shall be paid to the rightful party, and the shipper, consignee, importer and/or owner shall remain responsible for any deficiency.</p>
<p>VII. PRESENTING CLAIMS:</p>	<p>The Customer, consignee or other interested party or person entitled to delivery must submit a <u>written claim</u> to NNR as follows or all claims of loss or damage are waived:</p> <p style="text-align: center;">Air Shipments</p> <ul style="list-style-type: none"> a) For damage to or partial loss of the Goods, the claim must be submitted immediately after discovery of the damage and at the latest within 14 days from receipt of the goods; b) For delay in the delivery of the Goods, the claim must be submitted within 21 days of the date the Goods is tendered to the consignee; c) In cases of non-delivery (including total loss or destruction) of the Goods, the claim must be submitted within 120 days from the date the waybill was issued; and d) For all other circumstances, the claim must be submitted within 270 days from the date the waybill was issued. <p style="text-align: center;">Ocean Shipments</p> <ul style="list-style-type: none"> a) Written notice of claims for loss of or damage to Goods occurring or presumed to have occurred while in the custody of NNR must be given to NNR at the place of delivery (or the port of discharge if no place of Delivery is named) before or at the time of delivery of the Goods by any person entitled to such delivery. If such notice is not provided, removal shall be prima facie evidence of delivery by NNR. b) If such loss or damage to the Goods is not apparent (ie. concealed damage), written notice must be given to the NNR within <u>three (3) days</u> of the delivery or all claims of loss or damage are waived. <p style="text-align: center;">Surface Transportation Shipments</p> <ul style="list-style-type: none"> a) Unless otherwise provided in an applicable statute, all claims for loss, damage, or overcharges must be received in writing by NNR no later than one hundred and eighty (180) days from the date of delivery for U.S. Air Transportation; and for Surface Transportation, no later than nine (9) months from the date of delivery for damage claims and nine (9) months from the date of shipment for shortage claims, as the case may be. All such claims must include copies of the Bill of Lading, delivery receipt, invoice and any other documents supporting the claim or such claims shall be barred. Further, there shall be no offsetting of claims and any claimed amounts shall not be deducted from transportation charges due to NNR. NNR will not process or consider any claim until all transportation charges have been paid in full.



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<p>IX. RELIANCE ON INFORMATION FURNISHED:</p>	<p>On all shipments, the shipper, consignee, importer and/or owner of the Goods acknowledge that it is required to review all documents and other declarations prepared and/or filed with the U.S. Customs & Border Protection, other Government Agencies and/or third parties, and will immediately advise NNR of any errors, discrepancies, incorrect statements, or omissions on any declaration or other submission filed on Customer's behalf. In preparing and submitting customs entries, export declarations, applications, security filings, documentation and/or other required data, the Company relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by shipper, consignee, importer and/or owner of the Goods. Shipper, consignee, importer and/or owner of the Goods shall use reasonable care to ensure 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 shipper, consignee, importer and/or owner's failure to disclose information or any incorrect, incomplete or false statement made by its agent, representative or contractor upon which the Company reasonably relied. The shipper, consignee, importer and/or owner of the Goods acknowledge they have an affirmative, non-delegable duty to disclose any and all information required to import, export or enter the goods.</p>
<p>X. COMPLIANCE WITH REGULATIONS:</p>	<p>The shipper, consignee and owner shall comply with all applicable laws and government regulations of any country to, from, through or over which the Goods might be carried, including those relating to the packing, carriage, marking or delivery of the Goods. NNR is not liable or responsible to the shipper, consignee, owner or anyone else for any fines, penalties, losses, expenses or damages incurred or caused due to the shipper's, consignee's or owner's failure to comply with such laws or regulations.</p>
<p>XI. FIT FOR CARRIAGE:</p>	<p>Except as agreed to in writing by NNR, the shipper warrants that the Goods are fit for carriage (overseas and local), storage, packing or other handling pursuant to the shipper's instructions and are not goods included in the IATA Dangerous Goods Regulations prevailing at the time NNR receives the Goods. If the shipper nevertheless delivers any such dangerous goods to NNR or causes NNR to accept or handle or deal with any such goods, then whether or not NNR is aware of the nature of such goods, the shipper, consignee, importer and owner shall be liable for all expenses, costs, losses, damages, fines, penalties or other expenses of any sort incurred by NNR in connection with the Goods and shall indemnify NNR against all such amounts and any other liabilities or claims arising in connection with the goods. In addition, NNR, in its sole discretion, may destroy the Goods or otherwise deal with it at the risk and expense of, and without liability to, the shipper, consignee, importer and owner.</p>
<p>XII TERMINATION:</p>	<p>Either Party may terminate this agreement without cause by providing the other Party thirty (30) days written notice.</p>
<p>XIII. CONFIDENTIALITY</p>	<p>The terms and conditions contained in this Agreement and any and all documents and other information generated by and communicated between the Parties hereunder, are considered to be valuable, proprietary and confidential. The Parties hereto believe that the disclosure of such terms and conditions, documents and other information would be detrimental to the success of the relationship the profitability of each party and would damage the ability of the parties to conduct their business as is contemplated. Consequently, except as may be necessary to satisfy the terms of this Agreement, or to comply with applicable law, either party shall not disclose, orally, in writing or by any other means, to any person or entity and whether for compensation or not, any information about the terms and conditions of this Agreement, any other documents or information about the relationship or the subject matter of this Agreement without first obtaining written permission from the non-disclosing party; <u>provided; however;</u> that each Party may disclose such information as is required by law or to its employees or to the employees of the other party so long as such employees have a valid business reason to obtain and use such information pursuant to this Agreement.</p>
<p>XIV. MISCELLANEOUS:</p>	<ol style="list-style-type: none"> 1. The parties hereto are acting as independent contractors and independent employers. This Agreement is not intended to create, nor shall it be construed as creating, a joint venture, and relationship of employment or partnership. 2. The delay or failure of either party to assert or exercise any right, remedy or privilege hereunder shall not constitute a waiver of any such right, remedy or privilege. No such waiver shall be effective unless in writing, and then only in the specific instance for which given. 3. This Agreement and any Credit Terms, may not be modified or amended orally but only by an instrument in writing signed by both parties.



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<p>XIV. MISCELLANEOUS CONT.:</p>	<ol style="list-style-type: none"> 4. The invalidity or illegality of any part of this Agreement shall not affect the validity or force of any other part hereof. 5. Any person who is not a party to this Agreement may not enforce its terms under any circumstances. 6. Both Parties acknowledge that fully executed and initialed copies of this Agreement, whether sent or received electronically, via fax or PDF file, or otherwise, shall be conclusive evidence of NNR's or Customer's acceptance of this Agreement and shall be considered and deemed to be, and shall have the same enforceability, effect and force, as original contracts, even though the signatures and initials are not original. 7. The Parties agree and covenant to comply with all applicable laws and regulation of the countries within the Territory and the United States, including but not limited to any applicable anti-bribery, export control or immigration regulation.
<p>XV. TEMPERATURE OR HUMIDITY CONTROLLED CARGO:</p>	<p>Except as agreed to in writing by NNR, the shipper shall not tender any Goods which requires temperature or humidity control or ventilated storage. For all temperature controlled Goods, the shipper shall advise NNR in writing of the particular temperature range to be maintained. If the container holding the Goods has been prepared by or on behalf of the shipper, the shipper warrants that the container has been properly pre-cooled, that the Goods has been properly packed, loaded and secured, and that the container's thermostatic controls have been properly set before delivery of the Goods to NNR.</p>
<p>XVI. PERISHABLE GOODS</p>	<p>Perishable goods which are not taken up immediately upon arrival, or which are insufficiently addressed or marked or otherwise not readily deliverable for any cause beyond NNR's control, may be sold or otherwise disposed of without any notice to the shipper, consignee, importer or owner, and payment or tender of the net proceeds of any sale after deduction of all charges and expenses shall constitute delivery of the goods. All charges and expenses incurred by NNR in connection with the sale or other disposal of the goods shall be paid by the shipper, consignee, importer or owner.</p>
<p>XVII. TIME BAR</p>	<p>Any rights, claims or damages which the Customer shipper, consignee or owner might have against NNR shall be extinguished unless legal action is brought against NNR in the proper forum and written notice thereof received:</p> <ol style="list-style-type: none"> a) For matters arising out of air shipments: within two (2) years from the earliest of (i) the date on which the aircraft arrived at the final destination, (ii) the date on which the aircraft should have arrived at the final destination; or (iii) the date on which the transportation stopped. b) For matters arising out of ocean shipments: within one (1) year after delivery of the Goods or the date when the Goods should have been delivered, and; c) For all other matters, within two (2) years from the date that shipper, consignee or owner discovered, or should have discovered, the alleged loss or damage. d) In the event that any of the foregoing time period(s) is/are found to be contrary to any convention or law, the shortest time period prescribed by such convention or law shall then apply, but in that circumstance only.
<p>XVIII. CHOICE OF LAW AND JURISDICTION</p>	<p>These terms and conditions, and any act or contract to which they apply, shall be governed and interpreted by the laws of the State of Illinois, United States of America, without reference to its choice of law provisions. The shipper, consignee, importer and owner agree that any and all legal actions brought by any of them (regardless of whether based on a contract, tort, statute, or in equity or otherwise) regarding or relating to the transportation, import, export, entry, warehousing or other handling, expenses and charges of or for the shipment(s) which are the subject of the invoice, or their relationship to NNR, shall be exclusively brought in the state or federal courts in Cook County, Illinois, United States of America. The shipper, consignee, importer and owner hereby irrevocably agree that said courts are an appropriate and convenient forum for the resolution of all claims and irrevocably consent to the personal and subject matter jurisdiction of the state and federal courts located in Cook County, Illinois, United States of America.</p>
<p>XIX. LIMITATION OF LIABILITY</p>	<p>In no event shall either party be liable for special, indirect, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if the party has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.</p>



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XX. QUOTATIONS NOT BINDING	Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by NNR to the shipper, consignee, importer or owner are for informational purposes only and are subject to change without notice and shall not under any circumstances be binding upon NNR unless NNR in writing specifically undertakes the handling or transportation of the shipment at a specific rate. Quotations are subject to change based on shipment chargeable weight and volume actually tendered to NNR as well as any additional services requested or performed by NNR.
XXII. ENTIRETY OF CONTRACT, SEVERABILITY.	The contract between the Parties consists of this Agreement as fully executed by the Parties, If any provision of these terms and conditions is declared void, invalid or unenforceable by any court of law or administrative agency, the provision shall remain in effect to the extent that it is valid or enforceable, and all remaining provisions shall remain in full force and effect.
XXIII. AUTHORIZED SIGNATURE	The individual signing below represents that s/he is duly authorized to execute and deliver this Agreement and that this Agreement is binding upon the party they represent in accordance with its terms

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective officers duly authorized as of the date first written above.

The NNR Global Logistics USA Inc. Terms and Conditions located at <https://www.nnrglobal.com/all-download-documents-2/> are by this reference incorporated as part of this document and part of every contract entered into by NNR Global Logistics USA Inc.

NNR GLOBAL LOGISTICS USA INC.

Signature:

Print:

Title:

Date:

CUSTOMER

Signature:

Print:

Title:

Date: