

General Terms of Agreement
with Veleka USA LLC

1. Veleka USA LLC ("Veleka USA") shall provide the Client with services of coordination of international forwarding of general goods, under the terms set forth herein. This document constitutes the framework for entering into an agreement with Veleka USA and shall be considered as an integral part of any price quote.
2. Any price quote by Veleka USA shall only refer to the customs clearance services and coordination of the air/marine international transportation from the place of origin to the destinations specified therein and, in the manner specified therein (air, sea, land or a combination thereof). Land transportation or any other transportation is not included unless otherwise explicitly mentioned in the price quote.
3. The price quote shall not apply to hazardous cargos, cargos of unusual dimensions or cargos requiring special equipment, unless otherwise agreed in writing.
4. All price quotes are subject to the addition of any surcharges and fees which shall be charged by airlines/shipping companies, agents, ports, land transportations companies, or the authorities. The rates of the tolls fees and surcharges, including those who detailed explicitly in the price quotes, are subject to changes made by the relevant third parties from time to time and are subject to GRI (General Rate Increase) procedure.

In addition, the price quote does not include taxes, VAT, surcharges, insurance, physical examinations, use of cranes, portage, storage, BOND costs in the US, special unloading or transportation costs, handling permits from governmental authorities (the Bureau of Standards, the Ministry of Trade and Commerce), fees and any other expense which is not under the control of Veleka USA, unless explicitly specified otherwise, in writing, in the price quote.

The Client is obligated to reimburse Veleka USA for any such payments paid regarding the Client's cargo by Veleka USA to any third party, and the Client shall not be entitled to delay or lien such reimbursement and shall not be entitled to offset it with any claims or financial demands he may have towards Veleka USA or towards a third party, whatever his claims and demands may be.

5. All payments for air/marine freight, shipping fees and/or land transportation and for surcharges and fees, as well as all payments for expenses, surcharges and fees regarding the cargo will be paid through Veleka USA, and the Client is obligated to reimburse Veleka USA for these expenses according to the payment terms which shall be provided to the Client by Veleka USA.
6. The Client shall pay all payments according to the price quote and this terms, regardless of the terms of sale.

7. Executing the payment is not conditioned on the status or quality of the cargo or services, and the payment must be made according to the price quote and these General Terms even if there are claims of damages to the cargo. Such claims shall be discussed separately with the relevant parties provided that all payments were fully and timely executed.
8. The Client hereby appoints Veleka USA (by itself and/or through a subcontractor on its behalf) to act on its behalf for the purpose of releasing cargo from customs, including acting as a customs broker or appointing a customs broker. The Client is solely responsible for providing Veleka USA, at his own expense, with any document required by the customs authorities for customs clearance. The Client undertakes to declare and record true and accurate details regarding the cargo and will bear full responsibility in any case of erroneous or false declaration.

The Client will exclusively bear the full payment of customs fees, taxes including, without deducting, VAT if applicable, as well as the payment of fines, storage costs, and the various expenses that will be incurred by Veleka USA because of customs operations or the operation of any government authority or because of an act or omission of the Client in connection with this. Veleka USA will not be obligated to pay the above-mentioned payments, and to the extent that it does so, the Client will indemnify and indemnify her for this, and will deposit with her in advance a guarantee or deposit to guarantee the return of these payments.

Veleka USA will not be responsible for any delay, loss or damage caused to the Client and/or any third party, because of the intervention of customs or other government authorities in the customs clearance procedures.

9. All payments shall be made in the currency required by Veleka USA. Payments in any other currency shall be calculated according to a high travel and checks rate at the date of payment.
10. Comments or reservations concerning any invoice sent by Veleka USA to the Client must be submitted in writing within 14 days after the invoice was sent, otherwise the invoices shall be considered as approved by the Client for all intents and purposes.
11. Veleka USA shall have lien rights to any cargo handled by it for the Client as aforementioned, according to any agreement or price quote or any requisition, as well to any other property it gains possession and control of, including documents relating to cargo, in order to insure the repayment of all sums, funds and debts which are/will be payable to Veleka USA by the Client, whether or not they are related to the cargo/property in question, and which the time for their repayment has arrived and/or passed.

12. Any information provided to the Client regarding dates such as date of closing/date of departure/duration of transportation as well as regarding the transshipment port etc., shall be given based on publications of the airlines / shipping companies and/or their agents and is subject to changes made by them and/or other logistics factors. Veleka USA has no control over the schedule, and Veleka USA is not liable in any way for the schedule or any change thereof and/or for any delay due to said changes.
13. Veleka USA only deals with coordinating the import customs services and coordinating the international transportation and/or the land transportation with third parties. Veleka USA shall not be responsible for actually transporting the cargo and does not act as an airline, shipping company or carrier. Veleka USA shall not be responsible for tracking the shipment and for the quality of services provided by third parties or for supervising them. The actual carrying of freight shall be the responsibility of the airlines, shipping companies, land transportation companies, the ports, warehouses, or anyone on their behalf, and Veleka USA shall not be responsible for their actions/omission.
14. Veleka USA shall bear no liability whatsoever for any damage, shortage or expense caused to the goods during transportation/warehousing/forwarding while the cargo is not actually in the possession of Veleka USA. Without derogating from the above, Veleka USA shall not be liable for delay in departure and/or arrival, for delays in delivery of cargo, for changes in course, for stopovers, for the duration of carriage, for not loading cargo onto the designated flight, for not loading a container onto the designated vessel, for cargo failing to reach its destination, for any malfunctions faults or irregularities with the containers/trucks or the refrigeration devices, for carriage not in accordance with instructions (including temperature), and for loading or unloading the cargo, and shall not be liable for any other issue which is held by the bill of lading and/or the CMR and/or by any law to be the purview of the freighter and/or the air/sea freight company and/or the ground freight company and/or any other third party, and is not liable for the storage of merchandise in port storage facilities and/or for the handling of the cargo by said storage facilities, and in addition is not liable for any said damage/shortage/expense cause by any of the subcontractors or the representatives overseas or while the cargo is in their possession or control. In addition, Veleka USA shall not be liable for any damage and/or financial expense of any kind, arising from and/or connected to the aforementioned events. The Client is obligated to pay these expenses immediately upon receiving a demand to do so.
15. Veleka USA shall not be responsible for the truck's licensing, their condition and/or for their refrigeration devices.

16. Without derogating from the above, Veleka USA's liability is limited by the provisions of the international conventions concerning international freight, with regards to all services and during all stages of carriage, including regarding the shortening of the periods of limitations and limiting the extent of liability. Without derogating from the above, the periods of limitations are: regarding marine transportation or mixed-carrier transportation which includes marine transportation – 12 months from the time the cargo was transferred or from the time it should have been transferred; and regarding air carriage or mixed- air and land transportation– 24 months from the time the cargo was transferred or from the time it should have been transferred.
17. Without derogating from the above, in any case the liability of Veleka USA is limited to a maximum amount equal to the average monthly revenue paid by the Client to Veleka USA (excluding taxes) for one month.
18. The Company's Services do not include insurance for the cargo and/or its transportation. It is the Client's responsibility to purchase such insurance.
19. The Client is responsible for giving Veleka USA enough time in advance and in writing, reliable and accurate information in writing regarding the weight of the cargo, the nature of the cargo and the temperature requirements for carrying the cargo.
20. Transportation by air is not temperature controlled. Warehousing is the responsibility of the air carrier, but in any case, will be done in general refrigerated storage facilities and not according to the Client's specific temperature requirements. Storing the merchandise until the departure of the flight is solely the responsibility of the Client, the warehouse, or the cargos terminal, and Veleka USA shall bear no liability in this matter.
21. The Client is solely responsible for proper packing of the goods to protect them during transportation, for complying with regulations regarding the cargo's permitted weight, for loading of the goods to the container/truck, calibrating and setting the temperature in the container in which a refrigeration device is installed, and for complying with all rules and regulations of the freight company. Anyway, Veleka USA shall bear no liability in the aforementioned matters and any damage caused in regards thereof shall be the responsibility of the Client alone.
22. If and to the extent that the cargo is not allowed to enter a country for any reason, all expenses entailed therein (including storage, disposal, appraisal, return and other such expense) will be the responsibility of the Client, and the Client will also be responsible for coordinating the handling of it and issuing instructions for handling it.
23. Veleka USA shall not be responsible for any physical examinations required or executed by the authorities or authorized entities and Veleka shall not be presence during such an examination.

24. With respect to any action, lawsuit, proceeding, or dispute arising out of or in connection with the performance of this Services in connection to Veleka USA, the Parties hereto irrevocably agree that the authorized courts in the United States, New York shall have exclusive jurisdiction.
25. Requisitioning the service from Veleka USA and/or conferring a delivery through Veleka USA and/or transferring cargo for any kind of handling by Veleka USA and/or issuing a bill of lading or CMR through Veleka USA in connection with a delivery shall constitute the Client's acceptance of the price quote and its terms and shall also constitute the Client's consent to these General Terms, and acceptance for all intents and purposes, even if it is not confirmed explicitly, in writing.

CONFIDENTIAL