

**VELEKA USA LLC General Terms & Conditions applicable to the coordination of  
Transport of Goods services**

1. These Terms & Conditions shall apply to all services provided by Veleka USA LLC, and shall also include provision for limitation of liability. All services rendered by Veleka USA LLC in its capacity as Freight Forwarder shall be governed by these General Terms & Conditions, which shall be deemed to be incorporated into any price quote issued by the Freight Forwarder and be deemed as accepted by the Client upon confirming any such price quote.

**2. Definitions**

"**Freight Forwarder**" means Veleka USA LLC of 70 East Sunrise Highway Suite 500, 11581 Valley Stream, NY, United States ("Veleka USA").

The "**Client**" means jointly and severally the party that has contracted the Freight Forwarder's services and/or anyone acting on behalf of such person or entity.

3. The Freight Forwarder shall provide the Client with services complying of coordination and organization of international forwarding of goods. The Client acknowledges that for the rendering of any of such services, the Freight Forwarder may use sub-contractors or sub-agents.
4. All price quotes are subject to any increase in freight, surcharges and fees charged by any subcontractors and/or agents, including air/marine/land carriers, ports, airports, depots or relevant authorities. The rates of the tolls, fees and surcharges, including those detailed explicitly in the price quotes, are subject to changes made by the above relevant third parties from time to time, and are subject to GRI (General Rate Increase) procedure as applicable at time of invoicing and/or provision of services, as the case may be.

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 the Freight Forwarder, unless explicitly specified otherwise, in writing, in the price quote.

The Client is obligated and hereby undertakes to reimburse the Freight Forwarder on demand for any such payments paid in connection with the services rendered by the Freight Forwarder to any third party. 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 the Client may have towards the Freight Forwarder or towards any third party.

5. The payments for freight, shipping fees and/or land transportation and for surcharges and fees, as well as all payments for expenses, surcharges and fees regarding the services rendered will be paid through the Freight Forwarder , and the Client is obligated to reimburse the Freight Forwarder for these expenses in compliance with the agreed payment terms as provided to the Client by the Freight Forwarder, irrespectively of any sale terms .
6. Executing of payments due to the Freight Forwarder shall be made without any deduction and/or set off and is not conditioned upon the status or quality of the cargo or services, and shall be made according to the price quote and these General Terms, even if there are claims of damages to the cargo, The Freight Forwarder's entitlement to same shall be absolute, cargo lost or not lost.
7. The Client hereby appoints the Freight Forwarder (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 for the appointing of a customs broker. The Client is solely responsible for providing the Freight Forwarder, at his own expense, with any document required by the customs authorities to enable 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 the Freight Forwarder 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. The Freight Forwarder will not be obligated to pay the above-mentioned payments, and to the extent that it does so, the Client will indemnify the Freight Forwarder for all such costs and expenses ,

and will deposit with in advance a suitable guarantee or deposit to guarantee the return of these payments. The Freight Forwarder 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.

8. All payments shall be made in the currency required by the Freight Forwarder. Payments in any other currency shall be calculated according to a high travel and checks rate known at the date of payment.
9. Comments or reservations concerning any invoice sent by the Freight Forwarder to the Client must be submitted in writing within 14 days after the invoice was sent, otherwise the invoices shall be considered as fully accepted and approved by the Client for all intents and purposes.
10. The Freight Forwarder shall have lien rights upon any cargo handled by it for the Client, as well upon any other property it gains possession and control of, including documents relating to cargo, in order to ensure the repayment of all sums, costs, expenses ,funds and debts which are or will be payable to the Freight Forwarder 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 elapsed.
11. 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, considerations and restrictions. The Freight Forwarder has no control over the schedules of shipments, and the Freight Forwarder shall not be liable in any way for the actual schedule or any change thereof and/or for any delay in the performance of the services due to said changes.
12. The Freight Forwarder's contracted tasks are limited to the coordination of the import customs services and the international transportation and/or the land transportation, by contracting on Clients' behalf with third parties. The Freight Forwarder shall not be responsible for the actual transport of the cargo and does not act as an airline, shipping company or carrier nor provide directly any such

services. The Freight Forwarder 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, ports, depots, warehouses, or anyone on their behalf, and the Freight Forwarder shall not be responsible for any of their actions or omissions.

13. The Freight Forwarder 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 under the actual possession of the Freight Forwarder. Without derogating from the above, the Freight Forwarder 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 shall not bear any liability for the storage of merchandise in port storage facilities and/or for the handling of the cargo by said storage facilities, and in addition shall not be liable for any said damage/shortage/expense caused by any of the subcontractors or the representatives overseas, or while the cargo is under their possession or control. In addition, the Freight Forwarder shall not be liable for any consequential damage and/or financial expense of any kind, arising from and/or connected to the aforementioned events.
14. The Freight Forwarder shall not be responsible for the truck's licensing, their condition and/or for their refrigeration devices.
15. Without derogating from the above, the Freight Forwarder's liability is limited by the provisions of the applicable 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.

16. In case it is determined by a court or tribunal, that the Freight Forwarder is to be regarded as the marine carrier of the goods and/or cargo, then the liability of the Freight Forwarder for any loss or damage to the Goods or in connection therewith shall in no event exceed the per package limitation contained in the Hague-Visby Rules, or if U.S. COGSA applies the liability of the Freight Forwarder shall not exceed US\$500.- lawful money of the United States per package or customary freight unit.

For limitation purposes under the Hague-Visby Rules or U.S. COGSA, it is agreed that the meaning of the word "package" shall be any palletized and/or unitized assemblage of cartons which has been palletized and/or unitized for the convenience of the Client, regardless of whether said pallet or unit is disclosed on the front hereof.

17. Where the Hague Rules apply by national law, the Freight Forwarder's liability shall in no event exceed GBP 100 per package or unit.

18. In case it is determined by a court or tribunal, that the Freight Forwarder is to be regarded as the air carrier of the goods and/or cargo, then the liability of the Freight Forwarder for any loss or damage to the Goods or in connection therewith shall in no event exceed the per package limitation contained in the Montreal Convention.

19. Furthermore, the Freight Forwarder liability if any, shall be the lower of the following options: (1) the market value of the goods at the time and place they should have been delivered; (2) the maximum amount equal to the average monthly revenue paid by the Client to the Freight Forwarder (excluding taxes) for one month.

20. Without derogating from the above, the periods of limitations applied 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.

21. The Freight Forwarder's services do not include insurance for the cargo and/or its transportation. It is the Client's responsibility to purchase such insurance.
22. The Client is responsible for providing the Freight Forwarder sufficient 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.
23. 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 necessarily 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 cargo terminal, and the Freight Forwarder shall bear no liability in this matter.
24. 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. Without derogating from the above, the Freight Forwarder shall bear no liability in the aforementioned matters and any damage caused in regards thereof shall be under the Client's sole responsibility.
25. If and to the extent that the cargo is not permitted 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 and issuing instructions for the necessary handling.
26. The Freight Forwarder shall not be responsible for any physical examinations required or executed by the authorities or authorized entities and shall not be required to be present during such examination.
27. With respect to any action, lawsuit, proceeding, or dispute arising out of or in connection with the performance of the Freight Forwarder's services the Parties hereto irrevocably agree that the authorized courts in the United States, New York shall have exclusive jurisdiction.

28. Requisitioning the service from the Freight Forwarder and/or conferring a delivery through the Freight Forwarder and/or transferring cargo for any kind of handling by the Freight Forwarder and/or issuing a bill of lading or CMR through the Freight Forwarder 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.
29. All and any claims and/or disputes arising under these Terms or in connection therewith shall be brought before and determined by the courts and in accordance with the law at the United States District Court for the Southern District of New York, N.Y., U.S.A.