

**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 and time bar. 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 with the Freight Forwarder's services and/or anyone acting on behalf of such person or entity.

A "**Shipment**" means all cargo covered by a singular bill of lading.

The words "**Cargo**" and "**Goods**" are interchangeable, but in any event include their packaging.

3. The Freight Forwarder shall provide the Client with services involving coordination and organization of international forwarding of goods. The Client acknowledges that for the rendering of any of such services, the Freight Forwarder is authorized by the Client to engage and use sub-contractors or sub-agents.
4. A. All price quotes are subject to any increase in freight, surcharges and fees charged by any sub-contractors 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.

B. 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 instructed and specified otherwise, in writing, in the price quote.

C. The Client is obligated and hereby undertakes to fully 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, disputes, suits, 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 by any third party engaged by the Freight Forwarder will be paid to and 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.
6. 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 receive full payment of all charges due 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 purpose of appointing a customs broker. The Client is solely responsible for providing the Freight Forwarder, at his own expense, with any documents required by the customs authorities to enable customs clearance. The Client undertakes and warrants to provide true and accurate records and details regarding the cargo and will bear full responsibility in any case of erroneous or false declaration. This includes the weight of the cargo and the description of the cargo. The Client will exclusively bear the full payment of all customs fees, taxes including, without deducting, VAT if applicable, as well as the payment of fines, penalties, demurrage,

detention, per diems and other 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, whether or not it is caused by an act or omission of the Client in connection with governmental agencies.. The Freight Forwarder will not be obligated to pay the above-mentioned payments, and to the extent that it does so, the Client will hold harmless and indemnify the Freight Forwarder for all such costs and expenses, including reasonable legal fees and costs, , and will deposit with the Freight Forwarder 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, destruction or damage, including indirect or consequential damages 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, and the cost of converting the currency, if any, will be deducted from the payment.
9. Comments or reservations concerning any invoice sent by the Freight Forwarder to the Client must be submitted in writing to the Freight Forwarder 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 by the Freight Forwarder or its agents regarding dates, such as date of closing/date of departure/duration of transportation/date of arrival, as well as regarding the transshipment port etc., shall be given based upon 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 it cannot verify or guarantee the information in the publications. Consequently the Freight Forwarder shall not be liable in any way for the accuracy of the publications or schedules, nor of any change thereof and/or for any delay in the performance of the services by the subcontractors due to said changes.

12. The Freight Forwarder's tasks under this contract are limited to the coordination and booking 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 a common or private carrier, nor does it provide airline ocean or land transportation 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, ocean shipping companies, land transportation companies, ports, depots, warehouses, or anyone on their behalf. 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, contamination, decay or destruction to the goods, nor expense caused to the goods during transportation/warehousing/forwarding while the cargo is not actually in or under the actual control and possession of the Freight Forwarder. Without derogating from the above, the Freight Forwarder shall not shall not be liable for (including but not limited to) delay in departure and/or arrival, for delays in delivery of cargo, misdeliveries, for changes in course, for stopovers, for the duration of carriage, for not loading cargo onto the designated flight, for not loading cargo 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 pursuant to the carrier's bill of lading or statutory law is the liability of the carrier or some other third party. The Freight Forwarder shall not bear any liability for the storage of merchandise in port storage facilities and/or for the handling of

the cargo by storage facilities, and in addition shall not be liable for any damage/shortage/expense caused by any of the subcontractors or the representatives while the cargo is under their possession or control. In addition, the Freight Forwarder shall not be liable for any indirect or 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 or container's condition and/or for the operation or accuracy of the refrigeration equipment and devices.
15. The liability of the Freight Forwarder for any loss or damage to the Goods or in connection therewith shall in no event exceed US\$500 United States Dollars per shipment per package or per customary freight unit in respect to air, marine or land shipments.
16. Where the Hague Rules apply by national law, and the Freight Forwarder is deemed a carrier, the Freight Forwarder's liability shall in no event exceed GBP 100 per shipment.
17. Furthermore, the Freight Forwarder liability if any, shall be calculated on the value of the goods, before application of any limitation that may be contractually or legally available, based upon the market value of the goods at the time and place they should have been delivered..
18. Without derogating from the above, the periods of limitation in which to file suit shall be regarding freight forwarding services in respect to air and/or marine transportation or mixed-carrier transportation– 12 (twelve) months from the time the cargo was delivered to the first common or private land or ocean carrier engaged by the Freight Forwarder. In any event, regardless of the type of carriage, notice of claim, which specifically includes at a minimum the identity of the cargo, the nature of the loss or damage or delay, the date of damage or loss, and the amount of damages complained of, shall be given within 21 days of the date that delivery was made of the cargo by the Freight Forwarder or its subcontractors to the Client or its Customer, , or in the event of non- delivery of goods, then the date when the cargo should have been delivered by the Freight Forwarder or its subcontractors to the Client or its Customer.

19. The Freight Forwarder's services do not include arrangements for the purchase or provision of any form of insurance for the cargo and/or its transportation. It is the Client's responsibility to purchase such insurance.
20. The Client is responsible for providing the Freight Forwarder with sufficient time in advance of shipment with all necessary written instructions for the safe carriage and transport of the cargo, including but not limited to reliable and accurate information regarding the measurement and weight of the cargo, the nature of the cargo, whether any part of the cargo is hazardous or dangerous, and the temperature requirements for carrying the cargo.
21. In respect to all Air Transportation, the Client understands and agrees that air transport is not temperature controlled. Warehousing is the responsibility of the air carrier, but in any case, will be done in general refrigerated storage facilities. Storing the merchandise until the departure of the flight is solely the responsibility of the Client, the warehouse, or the cargo's terminal, and the Freight Forwarder shall bear no liability in this manner.
22. The Client is solely responsible for proper and adequate 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 any container in which a refrigeration device is installed, and for complying with all rules and regulations of the common or private carrier involved. . 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.
23. To the extent that any cargo is not permitted to enter a country for any reason, all expenses entailed therein (including storage, disposal, appraisal, return freight, reasonable attorney fees and costs, and other such expense will be the responsibility of the Client. The Client will also be responsible for coordinating and undertaking the handling and issuing instructions for the necessary release of cargo from any governmental order prohibiting the importation of cargo or requiring its exportation, or any fumigation or other services to the cargo or its packaging. .

24. The Freight Forwarder shall not be responsible for arranging, contracting or scheduling any physical examinations required or executed by the authorities or authorized entities, and the Freight Forwarder shall not be required to be present during such examination unless separate arrangements are made and agreed to.
25. With respect to any claims, disputes, action, lawsuit, proceeding, or otherwise arising out of or in connection with the performance of the Freight Forwarder's services pursuant to this Agreement, the Parties hereto irrevocably agree that suit 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, which court shall have exclusive jurisdiction over the matter. .
26. Upon the Client's acceptance of the quote for services offered by the Freight Forwarder, all terms and conditions of this Agreement shall become applicable and enforceable.