

THEPACKENGERS

Terms and Conditions for U.S. Transportation

These terms and conditions of service (the “Terms and Conditions”) constitute a legally binding contract among the Parties (defined below) and shall apply solely to services provided by THEPACKENGERS for surface transportation in North America, U.S. air transportation (origin and destination in U.S.), U.S. ocean transportation (origin and destination in U.S.) and Auxiliary Services described herein. The Terms and Conditions are subject to change by THEPACKENGERS upon posting on THEPACKENGERS’ website from time to time. The most current and controlling version of the Terms and Conditions are published at www.THEPACKENGERS.com. THEPACKENGERS’ terms and conditions for Warehousing & Storage Services are provided separately from these Terms and Conditions and are published at www.THEPACKENGERS.com.

NOTICE ABOUT ARBITRATION AND WAIVER OF CERTAIN RIGHTS IN A DISPUTE WITH THEPACKENGERS:

YOU ARE HEREBY GIVEN NOTICE THAT PURSUANT TO SECTION 13 OF THESE TERMS AND CONDITIONS, YOU ARE ALSO AGREEING TO THE FOLLOWING, AS MORE FULLY SET FORTH IN SAID SECTION 13:

- (1) ARBITRATION TO RESOLVE DISPUTES BETWEEN YOU AND THEPACKENGERS ARISING UNDER THESE TERMS AND CONDITIONS AND ANY RELATED SERVICES, WHICH INCLUDES YOU WAIVING YOUR RIGHT TO A JURY TRIAL IN ANY SUCH DISPUTE; AND**
- (2) THE WAIVER OF YOUR RIGHT TO PARTICIPATE IN ANY CLASS ACTION OR SIMILAR PROCEEDING REGARDING ANY DISPUTE UNDER THESE TERMS AND CONDITIONS AND ANY RELATED SERVICES; AND**
- (3) THE GOVERNING LAW PROVISIONS AND JURISDICTION AS MORE FULLY SET FORTH IN SECTION 13 OF THESE TERMS AND CONDITIONS.**

1. DEFINITIONS:

“Auxiliary Services” are those services which are performed prior or subsequent to transportation such as local cartage, loading, unloading, crating, uncrating, packing, unpacking and storage which are requested by Customer and arranged by THEPACKENGERS as an additional service. “Auxiliary Services” shall not include warehousing services, which are governed by separate terms and conditions of service.

“Bill of Lading” is the reference to the official shipping document, sometimes completed by Customer or in some cases by the Carrier, THEPACKENGERS, or other authorized person or entity, accepting the Shipment, authorizing THEPACKENGERS to carry the Shipment to said destination, and containing pertinent information about the Shipment such as piece count, weight, quantity, and the like; The Bill of Lading may include, but not be limited to, shipping documents directly referred to and titled as a Bill of Lading, and also other shipping documents commonly used in the industry such as Shippers Letter of Instruction, Air Waybill, etc., which duly authorize THEPACKENGERS to accept the Shipment.

“Bill to Party” is the person or entity to whom the Bill of Lading instructs THEPACKENGERS to issue the invoice to for the Shipment.

“Carrier” is the person or entity actually performing the carriage of the Shipment with its own means of transport as the performing carrier, and subject to carrier liability as a result of an express or implied undertaking to assume such liability from the contracting carrier.

“Consignee” is the person or entity listed as the “ship to” party or to whom the Bill of Lading instructs THEPACKENGERS to deliver the Shipment.

“Customer” or “Shipper” includes the Person with whom THEPACKENGERS has contracted to move the Shipment and any Person whom directly benefits from services performed pursuant to the Terms and Conditions.

“Days” as referenced herein shall mean calendar days.

“Package” or “Packages” are the customary shipping units as listed on the Bill of Lading including, but not limited to, packages, cartons, pallets, tubes, etc.

“Parties” include the Customer, the Consignee, the consignor, THEPACKENGERS, and any other Person having a present or future interest in the Shipment or any Person acting on behalf of any of the above mentioned parties with respect to a Shipment.

“Person” means any individual, corporation, limited liability company, joint venture, trust, partnership or other entity.

“THEPACKENGERS” means ThePackengers, Inc., a Delaware corporation (“THEPACKENGERS”), and THEPACKENGERS’ employees, officers, directors, agents, subcontractors, carriers and independent contractors performing services pursuant to the Terms and Conditions.

“Shipment” is the total of the Packages and their contents listed and described on the Bill of Lading, or as amended in subsequent written documentation provided to THEPACKENGERS.

2. AGREEMENT TO TERMS AND CONDITIONS. In tendering a Shipment to THEPACKENGERS or otherwise engaging the services of THEPACKENGERS in any other fashion, Customer agrees that the version of the Terms and Conditions in effect at the time the shipment is tendered to THEPACKENGERS will apply to the Shipment, its transportation, and the Auxiliary Services. To the extent the Terms and Conditions conflict with a Bill of Lading or other shipping document, the Terms and Conditions shall control. If the services provided are for international ocean, or warehousing, then the separate terms and conditions for each respective service shall govern and control. Further, except to the extent the Terms and Conditions conflict with any written agreement between the Parties, the Terms and Conditions shall supersede any alleged or asserted oral agreement, promise, representation, or understanding between the Parties.

3. CUSTOMER’S WARRANTY: PROPER PACKAGING. Customer warrants that each Package and Shipment is (1) properly classified and completely described on the Bill of Lading or other relevant shipping documentation furnished by Customer; (2) properly marked and addressed; (3) packaged properly and adequately to protect the contents in the normal course of transportation for each surface and air transport; and, except as otherwise noted on the Bill of Lading, (4) in good order and condition. For purposes of clarity and without limitation, examples of improper packaging of goods such that the goods would not be deemed suitable for the normal course of transportation would include the following: goods packed in bags; ripped and damaged packaging; insufficient crating, boxing, or loading in containers; and overall insufficient packing to sustain the goods and insulate from damage in transit. Customer also warrants its compliance with all applicable laws, rules, and regulations including, but not limited to, customs laws, import, and export laws. Customer shall furnish such information and attach to the Bill of Lading such documents as are necessary to comply with all laws, rules, and regulations.

3.a DELIVERY PHONE NUMBER AND RECIPIENT REACHABILITY

The Customer is responsible for the accuracy and relevance of the information provided when placing the Order, including the recipient’s contact details and the delivery phone number. The Customer acknowledges that the delivery phone number must enable the carrier to effectively contact the recipient in the country of destination. For example, if the Customer provides a French phone number for a delivery in the United States and the carrier is unable to contact the recipient, this may be considered insufficient or unsuitable information for the proper performance of the delivery. In the event that delivery is impossible due to the recipient being unreachable, or due to an unsuitable, incorrect or unreliable phone number, THEPACKENGERS shall not be held liable for the consequences of such failed delivery. This situation may result in the return of the parcel, storage, a new delivery attempt or reshipment. All additional costs arising from this situation, including return costs, storage costs, new delivery costs or reshipment costs, shall be borne by the Customer. It is therefore the Customer’s responsibility to verify, before validating the Order, that the delivery phone number provided allows reliable contact with the recipient in the country of destination.

4. QUOTATIONS NOT BINDING. Except as set forth in a written agreement between the Customer and THEPACKENGERS, quotations as to fees, rates of duty, freight charges, insurance premiums or other charges provided by THEPACKENGERS to Customer are for informational purposes only and are subject to change without notice. No quotation shall be binding on THEPACKENGERS unless THEPACKENGERS agrees in writing to undertake the handling and transportation of the Shipment at a specific rate. Customer understands that quotations are provided to Customer in reliance on the information furnished to THEPACKENGERS at the time the quotation is provided, and are subject to change based on actual weights, commodity, contents, mode of transportation, dimensions, and volumes tendered by the Customer, tariffs, fuel prices, storage fees, as well as due to unforeseen or unanticipated costs and occurrences or events which are beyond the control of THEPACKENGERS.

5. RATES AND CHARGES. Except as provided in any written agreement between the parties, rates and charges for Shipments will be based on actual or dimensional weight, whichever is greater.

6. INVOICES AND PAYMENT. A pro forma invoice shall be provided to the Customer before transportation of the Shipment. The pro forma invoice shall include any terms of prepayment that must be completed before transportation. A final invoice shall be provided to the Customer once all accrued fees are calculated. Payment is due within 15 days of receipt of the final invoice, unless otherwise specified on the final invoice. All invoices not paid within 15 days of invoice date will be subject to a late fee charge of 1.5% per month, or the maximum rate then allowable pursuant to applicable law.

7. CLAIMS.

(a) Notice of Claims. A timely notice to THEPACKENGERS of a claim in accordance with the requirements set forth in this section is a prerequisite to the institution of a suit pursuant to Section 7 (b) of the Terms and Conditions as follows:

(i) Apparent Damage Upon Delivery. If the loss or damage to a Shipment is apparent at the time of delivery, Consignee must immediately note such loss or damage on the delivery receipt or other documentation or platform utilized to sign for delivery of a Shipment (i.e. signature on android application, tablet, truck pro, or other shipping documentation utilized as evidence of goods received by Consignee). Apparent loss or damage shall include, without limitation, shortage in the shipment, damage to the package(s), or possible damage to the contents which is ascertainable without inspection of the contents itself. Consignee may not open package(s) and inspect the contents of the package(s) until Consignee signs for the shipment on the delivery receipt. NOTE: Notations such as “subject to inspection” and “subject to count” are not valid. Failure to note exceptions of actual product loss or damage at the time of delivery on the delivery receipt is prima facie evidence of delivery in good order and condition and shall be an absolute bar to a claim for apparent damage, or concealed damage claims, as the case may be.

(ii) No Liability for Concealed Damage. THEPACKENGERS shall not be liable for any loss or damage to goods that is not apparent (concealed), at the time of delivery. For purposes of clarity and without limitation, in the case of perishables, THEPACKENGERS also accepts no liability for any types of loss or damage claims that were not apparent at the time of delivery.

(iii) Timeliness of Notice. Unless otherwise provided in an applicable statute, the failure to give timely notice of any loss or damage in accordance with this Section 7 (a) or the failure to permit or arrange inspection as required herein shall constitute an absolute bar to recovery for any claim for loss or damage. Failure to keep all product and packaging of damaged product, unless otherwise instructed in writing by THEPACKENGERS, may result in non-payment of claim. Further, it is incumbent upon the claimant and all other interested parties to mitigate the damages to the extent that is reasonably possible under the circumstances. Obligations to mitigate damage shall be deemed to include, but not be limited to, the following examples: Sending damaged freight to repair facility(s); having partial damage repaired by on site medic or other technician, as applicable; and, any other measures deemed reasonable and possible in order to repair damages when the commodity is not a total loss.

(b) Claims Process.

(i) Time Limit for All Claims. Unless otherwise provided in an applicable statute, all claims for loss, damage, or overcharges must be received in writing by THEPACKENGERS 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 THEPACKENGERS. THEPACKENGERS will not process or consider any claim until all transportation charges have been paid in full.

(ii) Salvage Right. In the event THEPACKENGERS pays a claim, THEPACKENGERS shall be entitled to possession of the portion of the Shipment for which the claim was made and shall be under no obligation to return any portion of the Shipment to Customer or other Parties. THEPACKENGERS shall be entitled to salvage any such portion of the Shipment, and shall be under no obligation to return any salvaged proceeds to Customer or other Parties. The failure to provide the salvage shall be a bar to recovery of such claim. Finally, if THEPACKENGERS pays a claim and Customer or a third party later salvages that portion of the Shipment for which the claim was made, THEPACKENGERS shall be entitled to a refund, up to the amount of the claim paid by THEPACKENGERS.

(iii) Lawsuits Arising From Denied Claims. Unless otherwise provided in an applicable statute, suit to recover for any loss or damage claims must be instituted within two (2) years from the date the claim has been denied in writing, in whole or in part, by THEPACKENGERS, and must be filed in accordance with Section 7 herein.

(c) Address for Notice and Claims. ALL COMMUNICATIONS REGARDING A CLAIM, INCLUDING DISPUTED DEBTS AND INSTRUMENTS TENDERED AS FULL SATISFACTION OF A DEBT ARE TO BE SENT VIA US MAIL TO THEPACKENGERS, 50 Distribution Blvd Edison, NJ 08817, États-Unis ATTN: CLAIMS DIRECTOR

8. PICK UP AND DELIVERY TIMES. Due to the inherent nature of the transportation business, THEPACKENGERS does not guarantee pick up, transportation, or delivery by a stipulated time.

9. LIMITATION OF LIABILITY.

(a) Force Majeure. THEPACKENGERS shall not be liable for loss, damage, delay or monetary losses of any type caused by: acts of God; public authorities acting with actual or apparent authority; strikes; labor disputes; cyber attacks; weather; mechanical failures; aircraft failures; civil commotions; acts or omissions of customs or quarantine officials; acts of carriers related to security; the nature of the freight or any defects thereof; inherent vice of the goods; public enemies; hazards incident to a state of war; and acts of terrorism.

(b) Exclusions. In no event shall THEPACKENGERS be liable for any loss or damage caused by:

(i) Acts, defaults or omissions of the Customer or Consignee, including but not limited to, inadequate or improper packaging (including but not limited to those examples as set forth in paragraph 3 herein), marking, addressing, or providing incomplete/inaccurate shipping instructions, documents or information; or from THEPACKENGERS' compliance with instructions received by Customer or from any other person authorized to give them;

(ii) Damage to high risk or improperly packaged commodities. For purposes of clarity and without limitation, THEPACKENGERS shall have no liability for the following commodities:

- (1) Large Water Flotation devices such as kayaks, boats, canoes and the like;
- (2) Rugs or mattresses shipped in plastic bags;
- (3) Televisions deemed to be improperly packaged and susceptible to damage in transit;
- (4) Bathroom Commodities including vanities, toilets, mirrors, shower doors, bath tubs, mirrors and the like when insufficiently packaged or damaged due to extremely fragile nature or when inherently prone to damage during transit;
- (5) Unboxed or poorly packaged furniture or furniture shipped on incorrect end, glass top furniture improperly packed for transit;
- (6) Used, refurbished goods, and any auction items being resold or shipped in wholesale;
- (7) Glass or products containing glass; and
- (8) Exposed product that is not packaged in any outer carton, container, box, crate, or packaging, thus making it unusually prone to damage during transit.
- (9) Trade Show goods.

(iii) The handling, loading, storage, or unloading when not performed by THEPACKENGERS;

(iv) For Return Shipments, THEPACKENGERS shall not be liable for any claims for shipments which have been previously unpackaged by Consignee or Customer, are no longer in their original sealed condition, or where THEPACKENGERS did not deliver the original shipment to Consignee; or

(v) The selection of Carriers for Shipments or service providers for Auxiliary Services.

(c) Monetary Maximum Liability. The monetary maximum liabilities set forth herein shall be imposed in all instances. 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. In the event that THEPACKENGERS is deemed liable for loss or damage in accordance with the Terms and Conditions, such claims shall be subject to the following maximum monetary recovery(s):

(i) Shipments in the U.S. THEPACKENGERS' 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.

(ii) Shipments between the U.S. and Mexico. THEPACKENGERS' 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.

(iii) Shipments between the U.S. and Canada. THEPACKENGERS' 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 Shipper.

(iv) Ocean Shipments. THEPACKENGERS' liability for Shipments over sea is limited to a maximum of USD\$500.00 per Shipment or USD\$2.00 per pound (actual weight), per Package, whichever is greater.

(d) Average Declared Value. For purposes of calculating THEPACKENGERS' monetary maximum of liability set forth in Section 9(c) herein, unless each Package in a larger Shipment has a separate declared value stated on the Bill of Lading at the time of shipment and Customer has paid an excess valuation charge to the extent of such declared value, THEPACKENGERS shall be liable, subject to applicable Terms and Conditions in effect at the time of the Shipment, for the average declared value of the Shipment multiplied by the weight of the Packages (or pieces) adversely affected. The average declared value of the Shipment shall be determined by dividing the total declared value of the Shipment by the total weight (actual product weight) of the Shipment. The declared value amount for the

entire Shipment must be inserted on the face of the Bill of Lading for this provision to apply.

(e) No Consequential Damages. IN NO EVENT SHALL THEPACKENGERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR LOSS OF MARKET, LOSS OF INCOME, DAMAGES ARISING FROM LOSS, ATTORNEYS' FEES OR PUNITIVE DAMAGES, WRONG DELIVERY, OR DAMAGE TO PROPERTY, DELAYED DELIVERY OR FAILURE TO ATTEMPT DELIVERY, WHETHER OR NOT THEPACKENGERS HAD KNOWLEDGE THAT SUCH DAMAGES OR LOSSES MIGHT OCCUR.

(f) Bill of Lading. THEPACKENGERS reserves the right to rely on the Bill of Lading, as defined herein, as Customer's letter of instruction for all other modes of transportation including LTL or FTL truck brokerage (U.S. and international), rail, U.S. ocean, and U.S. air.

(g) Third Parties and Routes. THEPACKENGERS is authorized to select and engage carriers, truckmen, custom brokers, agents, warehousemen and other third parties, as required, and the Shipments may be entrusted to such agents subject to all limitations of liability set forth in the Terms and Conditions. **Every THEPACKENGERS party, including without limitation, every employee, agent carrier, or subcontractor of THEPACKENGERS shall be entitled to the same rights, exemptions and/or limitations of liability, defenses and immunities to which THEPACKENGERS is entitled. It is expressly intended that all THEPACKENGERS parties and subcontractors (and subcontractors' subcontractors) shall have the benefit of the Terms and Conditions.** Finally, unless express instructions are agreed upon in a signed writing between the Parties, THEPACKENGERS has complete discretion to select the means, route and procedure to be followed in the handling, transportation and delivery of the Shipment.

(h) Refused, Returned Shipments. THEPACKENGERS will immediately notify Customer of any refused shipment. Disposition to THEPACKENGERS is required within 5 Days from date the shipment was refused. Customer shall be responsible for all costs associated with any return shipments, including any transportation charges and fees, together with the original transportation charges and fees, unless such shipment is deemed undeliverable solely due to damage attributable to THEPACKENGERS in which case THEPACKENGERS shall be responsible for the return transportation, if any. Shipments may be disposed of where so requested by the Customer and Customer shall be liable for disposal fees of \$0.02 per pound with a \$35 minimum charge. If no disposition is received from Customer within 5 Days from date shipment was refused, then THEPACKENGERS' liability will become that of a Warehouseman and shall be governed by the most current version of the Terms and Conditions for Warehousing & Storage Services published at www.THEPACKENGERS.com, including without limitation the limits of liability and lien rights therein. Minimum fees for warehousing shall be assessed at the rate of \$25.00 per skid position, per Day. If after 30 Days from date the shipment was refused, THEPACKENGERS still has not received disposition or instruction from Customer, THEPACKENGERS reserves the right to dispose of or offer shipment up for auction and to use any proceeds realized to offset the costs associated with the storage and other lawful charges due to THEPACKENGERS. Any shipment refused that includes dangerous goods or hazardous materials may be immediately disposed of by THEPACKENGERS. Any shipment refused that includes perishable commodities shall require disposition from Customer within no more than 48 hours; In the event disposition is not received from Customer within 48 hours, THEPACKENGERS reserves the right to dispose of the perishable goods in its sole discretion, using reasonable judgment. Any disposal fees or costs associated with removal of or disposition of any refused shipment under this section 9(h) shall be the responsibility of Customer.

(i) Cancellation. Cancellation charges are based on the notice period before the delivery cut-off time, considering the first segment departure time of the flight. One hundred percent (100%) of the total charges are payable for shipments cancelled less than seventy-two (72) hours before the delivery cut-off time at the airline, for no-shows, or if cargo is delivered not Ready for Carriage. Ready for Carriage shall mean a shipment tendered to the Carrier pursuant to the conditions set forth in IATA. Cancellation fees are based on the pre forma invoice.

10. LTL SHIPMENTS. Notwithstanding anything herein to the contrary, all shipments handled via Less Than a Truck Load ("LTL") truck brokerage are arranged by THEPACKENGERS acting as a broker, and not as a freight forwarder. As such, THEPACKENGERS accepts no cargo liability, and all reports correspondence, claim filing and settlement issues are to be pursued with the carrier whom the LTL shipment has been brokered, and are subject to the terms and conditions of that carrier.

11. INTERNATIONAL CUSTOMS.

(a) Authority. Customer grants to THEPACKENGERS the express authority to directly represent Customer before any Customs Administration or Authority. This authority shall allow THEPACKENGERS to: (i) sign, on behalf of Customer, all customs declarations for both import and export; (ii) carry out all necessary actions related to customs operations; (iii) present documents and Shipment, and manage customs inspections; (iv) represent the Customer before other administrations or relevant entities, including those handling sanitary, phytosanitary, veterinary, excise, and indirect tax formalities; (v) conduct operations under special procedures (i.e.

temporary admission, temporary export, inward or outward processing, simplified procedures, etc.); (vi) use its own customs credits; (vii) settle, in the name and on behalf of Customer, any customs duties and taxes related to the Shipment; (viii) receive any reimbursement, issue receipts, and retrieve relevant certificates or documents; (ix) file requests for refunds or remissions of duties and claims related to errors in information provided during the course of the Services; and (x) submit claims concerning adjustments occurring before the end of customs verification.

(b) Customer Obligations. Customer shall inform THEPACKENGERS in writing of any restrictions on the import, export, or transit of the Shipment and Customer shall provide all necessary licenses and authorizations for the proper execution of customs operations. Customer agrees to indemnify, defend, and hold harmless THEPACKENGERS from any and all claims, fines, penalties, damages, costs, or other damages incurred due to erroneous instructions, faulty documents, seizure of goods, blocking of goods, and any other issues related to the customs process.

12. CONFIDENTIALITY. Customer and THEPACKENGERS agree not to disclose, and shall strictly maintain the confidentiality of, all Confidential Information of the other party. Customer and THEPACKENGERS each agree to use at least the same degree of care to safeguard Confidential Information of the other as it employs to avoid unauthorized disclosure, publication, dissemination, destruction, loss, theft, or alteration of its own Confidential Information. "Confidential Information" means and refers to (i) all information marked confidential, restricted or proprietary; and (ii) any other information that is treated as confidential by the disclosing party and would reasonably be understood to be confidential, whether or not marked as such.

13. GOVERNING LAW; ARBITRATION; CLASS ACTION WAIVER; VENUE; AND JURISDICTION.

(a) Jurisdiction. All suits to recover a claim, other than those subject to Section 13(d), must be exclusively submitted to the jurisdiction of a state or federal court located in San Diego County, California to which the Parties irrevocably consent to personal jurisdiction and waive all objections thereto. Where claims are not filed or suits are not instituted in accordance with the foregoing provisions, such claims shall be deemed waived and will not be paid.

(b) Governing Law. The Terms and Conditions, and any action or contract to which they apply, shall be governed and interpreted by the laws of the State of California, U.S., without reference to its choice of law provisions.

(c) Non-Waiver. THEPACKENGERS failure to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision.

(d) Alternative Dispute Resolution.

BY CONSENTING TO THESE TERMS AND CONDITIONS, IF ANY DISPUTE (1) ARISES OUT OF OR IN ANY WAY RELATED TO THESE TERMS AND CONDITIONS AND/OR YOUR USE OF THEPACKENGERS' SERVICES, (2) INCLUDES A CLAIM OF DAMAGE TO PROPERTY EXCEEDING \$25,000, AND (3) IS NOT EXCLUDED BY A LIMITATION OF LIABILITY AS SET FORTH IN SECTION 7 OR SECTION 9 (HEREINAFTER COLLECTIVELY REFERRED TO AS THE "DISPUTES"), ANY AND ALL SUCH DISPUTES SHALL BE RESOLVED BY SUBMISSION TO BINDING ARBITRATION IN THE STATE OF CALIFORNIA BEFORE A RETIRED JUDGE OR JUSTICE WITH JAMS PURSUANT TO JAMS COMPREHENSIVE ARBITRATION RULES AND PROCEDURES ("JAMS RULES") IN EFFECT AT THE TIME OF ANY SUCH DISPUTE.

PURSUANT TO JAMS RULES IN EFFECT AT THE TIME, THEPACKENGERS MAY REQUEST THAT THE ARBITRATOR CONDUCT ANY PROCEEDING, OR ANY PORTION THEREOF, IN PERSON OR VIRTUALLY BY CONFERENCE CALL, VIDEOCONFERENCE OR USING OTHER COMMUNICATIONS TECHNOLOGY WITH PARTICIPANTS IN ONE OR MORE GEOGRAPHICAL PLACES.

YOU AND THEPACKENGERS MUTUALLY AGREE THAT THE ARBITRATOR, AND NOT ANY FEDERAL, STATE, OR LOCAL COURT OR AGENCY, SHALL HAVE THE EXCLUSIVE AUTHORITY TO RESOLVE ANY DISPUTE RELATING TO THE INTERPRETATION, APPLICABILITY, ENFORCEABILITY, OR FORMATION OF THESE TERMS AND CONDITIONS, INCLUDING, BUT NOT LIMITED TO, ANY CLAIM THAT ALL OR ANY PART OF THESE TERMS AND CONDITIONS IS VOID OR VOIDABLE.

IF THE PARTIES ARE UNABLE TO AGREE ON A JAMS RETIRED JUDGE OR JUSTICE WITHIN FIFTEEN (15) CALENDAR DAYS OF A DEMAND FOR ARBITRATION FILED WITH JAMS BY EITHER OF US, JAMS WILL FOLLOW THE PROCEDURE IN ITS COMPREHENSIVE ARBITRATION RULES AND PROCEDURES TO NAME A RETIRED JUDGE OR JUSTICE WHO WILL ACT AS THE SOLE ARBITRATOR. ANY DECISION OF THE ARBITRATOR MAY BE CONFIRMED BY A COURT OF COMPETENT JURISDICTION AND THE ENSUING JUDGMENT MAY THEREAFTER BE ENFORCED IN THE SAME MANNER AS A JUDGMENT IN A CIVIL ACTION. THE ENSUING JUDGMENT MAY ALSO BE APPEALED PURSUANT TO APPLICABLE FEDERAL LAW. YOU ACKNOWLEDGE AND AGREE THAT THESE TERMS AND CONDITIONS INVOLVE INTERSTATE COMMERCE AND THAT THIS

ARBITRATION PROVISION IS GOVERNED BY THE FEDERAL ARBITRATION ACT.

(e) Class Action Waiver.

EXCEPT AS OTHERWISE REQUIRED UNDER APPLICABLE LAW, (I) YOU AND THEPACKENGERS HEREBY MUTUALLY INTEND AND AGREE THAT NEITHER WILL ASSERT ANY CLASS ACTIONS OR REPRESENTATIVE ACTIONS, NOR WILL SUCH ACTIONS OR PROCEDURES APPLY IN ANY ARBITRATION PURSUANT TO THESE TERMS AND CONDITIONS; (II) WE MUTUALLY AGREE THAT NEITHER WILL ASSERT CLASS ACTION OR REPRESENTATIVE ACTION CLAIMS AGAINST THE OTHER IN ARBITRATION OR IN ANY OTHER PROCEEDING OR ACTION; AND (III) YOU SHALL ONLY SUBMIT YOUR OWN, INDIVIDUAL CLAIMS IN ARBITRATION AND WILL NOT SEEK TO REPRESENT THE INTERESTS OF ANY OTHER PERSON.

(f) Arbitration Confidentiality.

THE DISPUTES (AS DEFINED ABOVE), AS WELL AS THE ARBITRATION PROCEEDINGS AND AWARD REGARDING SUCH DISPUTES, SHALL BE KEPT STRICTLY CONFIDENTIAL AND GOVERNED BY THE CONFIDENTIALITY PROVISIONS ADDRESSED IN THESE TERMS AND CONDITIONS.

(g) Arbitral Jurisdiction.

CUSTOMER AND THEPACKENGERS AGREE THAT THESE TERMS AND CONDITIONS INVOLVE INTERSTATE COMMERCE AND THE ARBITRATION WILL BE GOVERNED BY THE PROVISIONS OF THE FEDERAL ARBITRATION ACT (9 U.S.C. 1 ET SEQ.). CALIFORNIA SUBSTANTIVE LAW SHALL GOVERN THE UNDERLYING DISPUTES TO BE ARBITRATED.

CUSTOMER AND THEPACKENGERS AGREE THAT THE ARBITRATOR, NOT ANY FEDERAL OR STATE COURT JUDGE, SHALL HAVE THE EXCLUSIVE JURISDICTION TO RESOLVE ANY AND ALL DISPUTES REGARDING THE ARBITRATOR'S JURISDICTION AND THE INTERPRETATION, APPLICABILITY, ENFORCEABILITY OR FORMATION OF THESE BINDING TERMS AND CONDITIONS TO ARBITRATE, INCLUDING BUT NOT LIMITED TO DETERMINING WHICH DISPUTES ARE SUBJECT TO ARBITRATION, OR ANY CONTENTION THAT ALL OR ANY PART OF THIS ARBITRATION AGREEMENT IS UNENFORCEABLE, VOIDABLE OR VOID.

14. ATTORNEYS' FEES. In the event of any dispute between the parties concerning the Terms and Conditions, and any action or contract to which they apply, the party prevailing in such dispute shall be entitled to collect from the other party all costs incurred in such dispute, including reasonable attorneys' fees.

15. COMPLIANCE WITH LAWS. THEPACKENGERS conducts its business ethically and in compliance with all laws in the countries where THEPACKENGERS does business. Shipments are subject to all applicable international, federal, state and local laws and regulations, including all anti-corruption laws (collectively, the "Laws"). Customer shall not send any Shipment in any manner that violates any Law. Exporting Shipments to companies, organizations, or persons listed on the Specially Designated Nationals List, the U.S Debarred List, the U.S. Entity List, and other governmental lists are prohibited, including those on other lists of denied parties. Customer agrees not to use THEPACKENGERS' services to transport cargo in any manner that violates any sanctions or embargoes of countries or persons, including, but not limited to, U.S. sanctions and embargoes against Crimea, Cuba, Iran, North Korea, and Syria.

16. SEVERABILITY. If any provision of the Terms and Conditions may be construed in two ways, one of which would render the provision illegal or otherwise voidable or unenforceable and the other which would render it valid and enforceable, such provision shall have the meaning which renders it valid and enforceable. The language of all provisions of the Terms and Conditions shall be construed according to fair meaning and not strictly construed against any party. The provisions of the Terms and Conditions are severable and shall be interpreted and enforced as if all completely invalid or unenforceable provisions are not contained herein, and partially valid and enforceable provisions shall be enforced to the extent that they are valid and enforceable.

17. PROHIBITED CARGO. There are certain types of articles that are either on the list of prohibited items which will never be accepted for transport by THEPACKENGERS, or which will not be accepted for carriage without the prior knowledge and written approval from THEPACKENGERS. Prohibited cargo(s) include, but are not limited to, any Shipment prohibited by law; firearms; narcotics; counterfeit items; certain types of dangerous goods; and restricted imports. THEPACKENGERS shall not be liable for any loss, damage, delay, liabilities, penalties or fines resulting from the transportation of any of the foregoing articles, however described or mis-described in the Bill of Lading (including unacceptable descriptions such as "FAK"), and no employee or agent of THEPACKENGERS has any authority to waive the limitations herein contained. THEPACKENGERS retains the right to refuse any such Shipment prior to acceptance. In the event THEPACKENGERS discovers, after acceptance of a Shipment, that the Shipment contains any prohibited cargo, it reserves the right to refuse the Shipment, or if already in transit, to refuse to deliver the Shipment to the Consignee. Customer agrees to pay all expenses, freight charges, fines, and penalties for said Shipment. Customer further agrees to indemnify and hold harmless

THEPACKENGERS from any and all loss, damage, delay, liabilities, penalties, or fines arising out of or related in any way to Shipments containing any prohibited cargo.

18. INSPECTION & SECURITY. All Shipments are subject to inspection by THEPACKENGERS, including by THEPACKENGERS' performing carriers and by any duly authorized government entities, including but not limited to the U.S. Transportation Security Administration, U.S. Customs and Border Protection, and like entities. Notwithstanding the foregoing right to inspect shipments, THEPACKENGERS is not obligated to perform such inspection except as mandated by law. Further, THEPACKENGERS reserves the right to unilaterally reject any Shipment that it deems unfit for transport after inspection.

19. INDEMNITY. Customer, Consignor, and Consignee shall be jointly and severally liable for all unpaid charges payable on account of the Shipment pursuant to the Terms and Conditions and shall defend and indemnify THEPACKENGERS for claims, fines, penalties, damages, costs (storage, handling, re-consignment, return of freight to shipper, etc.) or other sums which may be incurred by THEPACKENGERS arising in connection with or related to the Terms and Conditions; any other default of Customer, Consignor, Consignee; or claims arising in connection with or related to the selection of service providers for Auxiliary Services.

20. GENERAL LIEN. THEPACKENGERS or its agents, as herein defined, shall have a general lien on any and all property (and documents relating thereto) within its care, custody, or control for all charges and expenses advanced by THEPACKENGERS to the Customer, including any charges due for prior unrelated shipments, invoices, or services performed by THEPACKENGERS. THEPACKENGERS may refuse to surrender possession of the goods until all such charges are paid in full. If such amounts remain unpaid for 30 days after THEPACKENGERS' demand for payment, THEPACKENGERS may sell such property at public auction or private sale. The proceeds of such sale shall be applied to the amounts owed to THEPACKENGERS, and any surplus shall be paid to the Customer. Customer shall remain responsible for any deficiency.

21. COLLECTION EXPENSES. If it becomes necessary for THEPACKENGERS to utilize a collection agency and/or attorneys to collect any unpaid amount owed, then the Customer shall be obligated to pay the actual collection agency fees, attorneys' fees, litigation fees and other expenses, including but not limited to court costs, incurred by THEPACKENGERS, regardless of whether litigation is actually filed.

22. INSURANCE. Insurance is available to Customer upon request only. In order to obtain coverage, Customer must tick the corresponding box when accepting the quote. If such an order is issued, THEPACKENGERS, acting on behalf of the Customer, contracts insurance with a reputedly solvent insurance company at the time of coverage. Unless otherwise specified, only ordinary risks (excluding war and strike risk) will be insured. Customer understands and acknowledges that THEPACKENGERS are not, under any circumstances, an insurer.

23. LOGO/TRADEMARK. Customer shall not use THEPACKENGERS' name, logo, trademarks or trade names in publicity releases, promotional material, customer lists, advertising, marketing or business-generating efforts, whether written or oral, without obtaining THEPACKENGERS' prior written consent, which consent shall be given at THEPACKENGERS' sole discretion.

THEPACKENGERS
Terms and Conditions for Warehousing & Storage Services

These Warehouse & Storage Terms and Conditions (the “Terms and Conditions”) constitute a legally binding contract between Customer (defined below) and THEPACKENGERS, and shall apply solely to services provided by THEPACKENGERS for Warehousing and Storage Services. The Terms and Conditions are subject to change by THEPACKENGERS upon posting on THEPACKENGERS’ website from time to time. The most current and controlling version of the Terms and Conditions are published at www.THEPACKENGERS.com. In the event of any conflict between these Warehouse & Storage Terms and Conditions as printed herein and the electronically published Warehouse & Storage Terms and Conditions, the electronically published version shall control.

NOTICE ABOUT ARBITRATION AND WAIVER OF CERTAIN RIGHTS IN A DISPUTE WITH THEPACKENGERS:

YOU ARE HEREBY GIVEN NOTICE THAT PURSUANT TO SECTION 17 OF THESE TERMS AND CONDITIONS, YOU ARE ALSO AGREEING TO THE FOLLOWING, AS MORE FULLY SET FORTH IN SAID SECTION 17:

- (1) ARBITRATION TO RESOLVE DISPUTES BETWEEN YOU AND THEPACKENGERS ARISING UNDER THESE TERMS AND CONDITIONS AND ANY RELATED SERVICES, WHICH INCLUDES YOU WAIVING YOUR RIGHT TO A JURY TRIAL IN ANY SUCH DISPUTE; AND**
- (2) THE WAIVER OF YOUR RIGHT TO PARTICIPATE IN ANY CLASS ACTION OR SIMILAR PROCEEDING REGARDING ANY DISPUTE UNDER THESE TERMS AND CONDITIONS AND ANY RELATED SERVICES; AND**
- (3) THE GOVERNING LAW PROVISIONS AND JURISDICTION AS MORE FULLY SET FORTH IN SECTION 17 OF THESE TERMS AND CONDITIONS.**

1. DEFINITIONS:

- a. “Customer” means the person, company, firm or other entity for whom the Goods are stored; and
- b. “Goods” means the property tendered to THEPACKENGERS by Customer for which THEPACKENGERS has agreed to store pursuant to these Terms and Conditions.
- c. “THEPACKENGERS” means ThePackengers, Inc., a Delaware corporation (“THEPACKENGERS”), and THEPACKENGERS’ employees, officers, directors, agents, subcontractors, carriers and independent contractors performing services pursuant to the Terms and Conditions.

2. OWNERSHIP OF GOODS. Customer warrants that it is the lawful owner and/or has lawful possession of the Goods tendered for storage. Customer warrants that it has sole legal rights to store Goods tendered, to release Goods, and to instruct THEPACKENGERS regarding delivery or disposition of the Goods. Customer agrees to notify all parties acquiring any interest in the Goods of these Terms and Conditions.

4. STORAGE. Pursuant to these Terms and Conditions, THEPACKENGERS agrees to receive, store, and release the Goods in accordance with Customer’s reasonable instructions. If THEPACKENGERS determines that the original palletization of Goods must be broken down for storage purposes, THEPACKENGERS shall be authorized to break down the pallets without further notice required to Customer.

(4) Storage Location. THEPACKENGERS will store the Goods at its discretion at any one or more buildings at THEPACKENGERS’ warehouse location identified to the Customer. Upon ten (10) days prior notice provided to the Customer, THEPACKENGERS may at its own expense, remove Goods to any other warehouse complex operated by THEPACKENGERS.

(5) Additional Services. THEPACKENGERS may provide additional services to Customer as requested and as agreed. Additional handling charges will apply whenever Goods are pulled for distribution or release, whenever physical inventories are requested by Customer, and whenever additional services are requested that are not explicitly included in the monthly storage charge quoted to Customer. Such additional charges will be provided to Customer and will be invoiced to Customer in addition to any storage charges due.

5. TERMINATION OF STORAGE. THEPACKENGERS reserves the right to terminate storage and to require the removal of the Goods, or any portion thereof, by giving Customer thirty (30) days advance written notice. Customer shall be responsible for payment of all charges attributable to said Goods within the stated period and for removing the Goods from the warehouse upon payment of all charges. If the Goods are not so removed, THEPACKENGERS may exercise its rights under applicable law including but not limited to selling the Goods.

6. CUSTOMER’S WARRANTIES & TENDER FOR STORAGE.

- a. Customer warrants that the Goods are properly marked, packaged, labeled and classified for handling and are fit for storage and any transportation as may be required. THEPACKENGERS will not accept Goods that are not properly packaged or which, in the reasonable opinion of THEPACKENGERS, are not suitable for movement or storage within the warehouse.
- b. Customer shall furnish, at or prior to delivery, a manifest showing marks, brands or sizes to be accounted for separately, and the class of storage desired, if applicable.

c. Hazardous Materials. Unless otherwise made known to THEPACKENGERS in writing and accepted by THEPACKENGERS, Customer warrants that the Goods are not considered hazardous materials and/or dangerous goods at the time the Goods are tendered to THEPACKENGERS. Customer warrants that the Goods shall be limited to the permissible materials and quantities in the then current regulations, and agrees to properly classify the Goods, to accurately describe the Goods, and to provide THEPACKENGERS with all necessary or useful information for the safe storage and handling of the Goods including but not limited to, whenever applicable, Material Safety Data Sheets and/or Product Safety Data Sheets. If Customer breaches any of the foregoing warranties related to tender of hazardous materials or dangerous goods, or otherwise delivers any such unfit Goods to THEPACKENGERS, THEPACKENGERS shall be entitled to exercise all available remedies including the immediate destruction or removal of the Goods from the warehouse without notice to Customer. In the event of the foregoing breach of Customer warranties, Customer shall be liable for all expenses costs, losses, damages, fines, penalties or other expenses of any sort incurred by THEPACKENGERS in connection with the removal, or destruction, or handling of the Goods and shall indemnify THEPACKENGERS against all amounts, liabilities, claims, or damages arising in connection with the Goods.

d. For all Goods tendered for storage, Customer shall supply such information and documents as are necessary to comply with all laws, rules and regulations. For all Goods, Customer shall provide to THEPACKENGERS all documents or information necessary or useful for the safe and proper warehousing, handling, storage, and transportation (if any) of the Goods.

e. Customer shall provide THEPACKENGERS with its current address for delivery of Goods. In the event that this address changes, Customer shall promptly update THEPACKENGERS with the new address. Customer understands and acknowledges that failure to provide and update THEPACKENGERS with a current address for delivery of Goods may result in the loss of Goods upon delivery to an out-of-date address

f. Customer warrants its compliance with all applicable laws, rules, and regulations including but not limited to customs laws, import and export laws, as well as with the U.S. Foreign Corrupt Practices Act and similar laws related to anti-corruption and anti-bribery.

7. PAYMENT TERMS & COLLECTION EXPENSES. Warehousing and storage accounts are due and payable monthly, in advance. THEPACKENGERS will issue the monthly statement, in advance to Customer and Customer shall pay THEPACKENGERS within 15 days of the invoice date unless otherwise agreed by the Parties in writing. All invoices not paid within 15 days of invoice date will be subject to a late fee of 1.5% per month, or the maximum rate then allowable pursuant to applicable law. The PACKENGERS may require Customer to provide an initial advance payment that will be subsequently placed in an escrow account and used to pay the monthly fees. THEPACKENGERS may require additional advance payments once the initial advance payment has been depleted. Any unused advance payments will be returned to Customer within 30 days of termination of this agreement.

Upon Customer's failure to pay any invoice or provide advance payment, THEPACKENGERS may return any Goods to Customer at Customer's provided delivery address. Customer shall be responsible for paying for all costs incurred to return the Goods.

If it becomes necessary for THEPACKENGERS to utilize a collection agency and/or an attorney to collect any unpaid amount owed or to assist in effectuating the lien provisions herein, Customer shall be obligated to pay the collection agency fees and/or attorney fees, and expenses including court costs incurred, regardless of whether litigation is actually filed.

8. LIEN RIGHTS. THEPACKENGERS shall have a lien on the Goods tendered by Customer and upon any and all property belonging to Customer in THEPACKENGERS's possession, custody, or control for all charges, advances, or amounts of any kind due to THEPACKENGERS by Customer. THEPACKENGERS shall have a lien on the Goods and may refuse to surrender possession of the Goods until all charges or debts are paid in full. If such amounts remain unpaid for 30 days after THEPACKENGERS' demand for payment, THEPACKENGERS may sell the Goods at public auction or private sale or in any other manner reasonable, and shall apply the proceeds of such sale to the amounts owed. Customer remains responsible for any deficiency outstanding to THEPACKENGERS.

9. LIMITATION OF LIABILITY.

a. THEPACKENGERS shall not be liable for any loss or destruction of or damage to the Goods, however caused, unless such loss, damage or destruction resulted from THEPACKENGERS's failure to exercise such care in regard to the Goods as a reasonably careful person would exercise under like circumstances. THEPACKENGERS is not liable for damages which could not have been avoided by the exercise of such care.

b. In no event shall THEPACKENGERS be liable for any loss or damage caused by:

24. acts of God; rioting; public authorities acting with actual or apparent authority; strikes; labor disputes; weather; mechanical or equipment failures; cyber-attacks; civil commotions; hazards incident to a state of war; acts of terrorism; acts or omissions of customs or quarantine officials; acts of carriers related to security; the nature of the freight or any defects thereof; inherent vice of the goods; perishable qualities of the merchandise; fires; frost or change of weather; sprinkler leakage; floods; wind; storm; insects; public enemies; or other causes beyond its control;

25. fragile articles injured or broken, unless packed by THEPACKENGERS' employees and unpacked by them at the time of delivery;

26. pilferage or theft, unless such loss or damage is caused by the failure of THEPACKENGERS to exercise such ordinary care required by law; and

27. concealed damage, or for losses incurred due to the concealed damage of the Goods.

c. Monetary Maximum Liability: In the event of loss or damage to the Goods for which THEPACKENGERS is legally liable, THEPACKENGERS' liability shall be limited to actual value of the Goods, subject to a maximum of USD \$.50 per pound of Goods stored, subject to a per occurrence maximum of \$500.00, unless Customer declared a higher value for the Goods and THEPACKENGERS agrees in writing to purchase insurance for the Goods at Customer's benefit, and Customer has paid the supplementary charge in accordance with the terms herein.

(6) NO CONSEQUENTIAL DAMAGES. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF COMPANY'S DUTIES, NEGLIGENCE LIABILITY WITHOUT FAULT OR ANY OTHER LEGAL THEORY OR BASIS, SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, STATUTORY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR LOSS OF MARKET, LOSS OF INCOME, DAMAGES ARISING FROM LOSS, ATTORNEY'S FEES OR PUNITIVE DAMAGES, WRONG DELIVERY, OR DAMAGE TO PROPERTY, LOSS OF USE OF GOODS, COST OF SUBSTITUTED GOODS, DELAYED DELIVERY OR FAILURE TO ATTEMPT DELIVERY, WHETHER OR NOT COMPANY HAD KNOWLEDGE THAT SUCH DAMAGES OR LOSSES MIGHT OCCUR.

10. INDEMNIFICATION. Customer agrees to defend, indemnify, and hold THEPACKENGERS harmless from any claim by third parties relating to the ownership, storage, handling or delivery of Goods, or from any other services provided by THEPACKENGERS under these Terms and Conditions. Such indemnification shall include any legal fees or costs incurred from any claim by a third party, regardless of whether or not litigation is actually filed

11. INSURANCE. Insurance is available to Customer upon request only. In order to obtain coverage, Customer must tick the corresponding box when accepting the quote. If such an order is issued, THEPACKENGERS, acting on behalf of the Customer, contracts insurance with a reputedly solvent insurance company at the time of coverage. Unless otherwise specified, only ordinary risks (excluding war and strike risk) will be insured. Customer understands and acknowledges that THEPACKENGERS are not, under any circumstances, an insurer.

12. COMPLIANCE WITH LAWS. THEPACKENGERS conducts its business ethically and in compliance with all laws in the countries where THEPACKENGERS does business. Shipments are subject to all applicable international, federal, state and local laws and regulations, including all anti-corruption laws (collectively, the "Laws"). Customer shall not send any Shipment in any manner that violates any Law. Exporting Shipments to companies, organizations, or persons listed on the Specially Designated Nationals List, the U.S Debarred List, the U.S. Entity List, and other governmental lists are prohibited, including those on other lists of denied parties. Customer agrees not to use THEPACKENGERS' services to transport cargo in any manner that violates any sanctions or embargoes of countries or persons, including, but not limited to, U.S. sanctions and embargoes against Crimea, Cuba, Iran, North Korea, and Syria.

13. TEMPERATURE OR HUMIDITY CONTROLLED STORAGE. Unless specifically agreed to in writing, THEPACKENGERS shall not be responsible for storage of the Goods in a temperature or humidity controlled environment. Customer knowingly accepts that the Goods will be warehoused in a non-temperature/humidity controlled environment. THEPACKENGERS will not be responsible for any loss or damage to the Goods that result from fluctuations in temperature range or in humidity levels of the warehouse. THEPACKENGERS will furthermore not be responsible for losses or damages incurred to perishable Goods, unless otherwise agreed to in writing prior to tender of the Goods for storage.

14. INSPECTION & SECURITY. All shipments are subject to inspection by THEPACKENGERS; by THEPACKENGERS' Carriers for any transportation services provided, if any; and by any duly authorized government or regulatory entities, including but not limited to the U.S. Transportation Security Administration, U.S. Customs and Border Protection, and like entities. Notwithstanding the foregoing right to inspect shipments, THEPACKENGERS is not obligated to perform such inspection except as mandated by law. Further, THEPACKENGERS reserves the right to unilaterally reject any shipment that it deems unfit for transport, or for storage under these Terms and Conditions, after inspection.

14. CLAIMS.

a. THEPACKENGERS shall not be liable for any claim whatsoever for any loss, damage, or destruction of the Goods unless it is timely filed, in writing, within a maximum of sixty (60) days after Customer knew, or should have known by the exercise of reasonable care, of such loss or damage.

b. Time Bar. Any lawsuit or other claim against THEPACKENGERS with respect to the Goods shall be forever waived unless commenced within two (2) years after Customer knew, or should have known by the exercise of reasonable care, about such loss or damage.

15. NOTICES. All written notices shall be sent via US Mail to THEPACKENGERS [50 Distribution Blvd Edison, NJ 08817, États-Unis].

16. CONFIDENTIALITY. Customer and THEPACKENGERS agree not to disclose, and shall strictly maintain the confidentiality of, all Confidential Information of the other party. Customer and THEPACKENGERS each agree to use at least the same degree of care to safeguard Confidential Information of the other as it employs to avoid unauthorized disclosure, publication, dissemination, destruction, loss, theft, or alteration of its own Confidential Information. "Confidential Information" means and refers to (i) all information marked confidential, restricted or proprietary; and (ii) any other information that is treated as confidential by the disclosing party and would reasonably be understood to be confidential, whether or not marked as such.

17. GOVERNING LAW; ARBITRATION; CLASS ACTION WAIVER; VENUE; AND JURISDICTION.

(a) Jurisdiction. All suits to recover a claim, other than those subject to Section 13(d), must be exclusively submitted to the jurisdiction of a state or federal court located in San Diego County, California to which the Parties irrevocably consent to personal jurisdiction and waive all objections thereto. Where claims are not filed or suits are not instituted in accordance with the foregoing provisions, such claims shall be deemed waived and will not be paid.

(b) Governing Law. The Terms and Conditions, and any action or contract to which they apply, shall be governed and interpreted by the laws of the State of California, U.S., without reference to its choice of law provisions.

(c) Non-Waiver. THEPACKENGERS failure to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision.

(d) Alternative Dispute Resolution.

BY CONSENTING TO THESE TERMS AND CONDITIONS, IF ANY DISPUTE (1) ARISES OUT OF OR IN ANY WAY RELATED TO THESE TERMS AND CONDITIONS AND/OR YOUR USE OF THEPACKENGERS' SERVICES, (2) INCLUDES A CLAIM OF DAMAGE TO PROPERTY EXCEEDING \$25,000, AND (3) IS NOT EXCLUDED BY A LIMITATION OF LIABILITY AS SET FORTH IN SECTION 9 (HEREINAFTER COLLECTIVELY REFERRED TO AS THE "DISPUTES"), ANY AND ALL SUCH DISPUTES SHALL BE RESOLVED BY SUBMISSION TO BINDING ARBITRATION IN THE STATE OF CALIFORNIA BEFORE A RETIRED JUDGE OR JUSTICE WITH JAMS PURSUANT TO JAMS COMPREHENSIVE ARBITRATION RULES AND PROCEDURES ("JAMS RULES") IN EFFECT AT THE TIME OF ANY SUCH DISPUTE.

PURSUANT TO JAMS RULES IN EFFECT AT THE TIME, THEPACKENGERS MAY REQUEST THAT THE ARBITRATOR CONDUCT ANY PROCEEDING, OR ANY PORTION THEREOF, IN PERSON OR VIRTUALLY BY CONFERENCE CALL, VIDEOCONFERENCE OR USING OTHER COMMUNICATIONS TECHNOLOGY WITH PARTICIPANTS IN ONE OR MORE GEOGRAPHICAL PLACES.

YOU AND THEPACKENGERS MUTUALLY AGREE THAT THE ARBITRATOR, AND NOT ANY FEDERAL, STATE, OR LOCAL COURT OR AGENCY, SHALL HAVE THE EXCLUSIVE AUTHORITY TO RESOLVE ANY DISPUTE RELATING TO THE INTERPRETATION, APPLICABILITY, ENFORCEABILITY, OR FORMATION OF THESE TERMS AND CONDITIONS, INCLUDING, BUT NOT LIMITED TO, ANY CLAIM THAT ALL OR ANY PART OF THESE TERMS AND CONDITIONS IS VOID OR VOIDABLE.

IF THE PARTIES ARE UNABLE TO AGREE ON A JAMS RETIRED JUDGE OR JUSTICE WITHIN FIFTEEN (15) CALENDAR DAYS OF A DEMAND FOR ARBITRATION FILED WITH JAMS BY EITHER OF US, JAMS WILL FOLLOW THE PROCEDURE IN ITS COMPREHENSIVE ARBITRATION RULES AND PROCEDURES TO NAME A RETIRED JUDGE OR JUSTICE WHO WILL ACT AS THE SOLE ARBITRATOR. ANY DECISION OF THE ARBITRATOR MAY BE CONFIRMED BY A COURT OF COMPETENT JURISDICTION AND THE ENSUING JUDGMENT MAY THEREAFTER BE ENFORCED IN THE SAME MANNER AS A JUDGMENT IN A CIVIL ACTION. THE ENSUING JUDGMENT MAY ALSO BE APPEALED PURSUANT TO APPLICABLE FEDERAL LAW. YOU ACKNOWLEDGE AND AGREE THAT THESE TERMS AND CONDITIONS INVOLVE INTERSTATE COMMERCE AND THAT THIS ARBITRATION PROVISION IS GOVERNED BY THE FEDERAL ARBITRATION ACT.

(e) Class Action Waiver.

EXCEPT AS OTHERWISE REQUIRED UNDER APPLICABLE LAW, (I) YOU AND THEPACKENGERS HEREBY MUTUALLY INTEND AND AGREE THAT NEITHER WILL ASSERT ANY CLASS ACTIONS OR REPRESENTATIVE ACTIONS, NOR WILL SUCH ACTIONS OR PROCEDURES APPLY IN ANY ARBITRATION PURSUANT TO THESE TERMS AND CONDITIONS; (II) WE MUTUALLY AGREE THAT NEITHER WILL ASSERT CLASS ACTION OR REPRESENTATIVE ACTION CLAIMS AGAINST THE OTHER IN ARBITRATION OR IN ANY OTHER PROCEEDING OR ACTION; AND (III) YOU SHALL ONLY SUBMIT YOUR OWN, INDIVIDUAL CLAIMS IN ARBITRATION AND WILL NOT SEEK TO REPRESENT THE INTERESTS OF ANY OTHER PERSON.

(f) Arbitration Confidentiality.

THE DISPUTES (AS DEFINED ABOVE), AS WELL AS THE ARBITRATION PROCEEDINGS AND AWARD REGARDING SUCH DISPUTES, SHALL BE KEPT STRICTLY CONFIDENTIAL AND GOVERNED BY THE CONFIDENTIALITY PROVISIONS ADDRESSED IN THESE TERMS AND CONDITIONS.

(g) Arbitral Jurisdiction.

CUSTOMER AND THEPACKENGERS AGREE THAT THESE TERMS AND CONDITIONS INVOLVE INTERSTATE COMMERCE AND THE ARBITRATION WILL BE GOVERNED BY THE PROVISIONS OF THE FEDERAL ARBITRATION ACT (9 U.S.C. 1 ET SEQ.). CALIFORNIA SUBSTANTIVE LAW SHALL GOVERN THE UNDERLYING DISPUTES TO BE ARBITRATED.

CUSTOMER AND THEPACKENGERS AGREE THAT THE ARBITRATOR, NOT ANY FEDERAL OR STATE COURT JUDGE, SHALL HAVE THE EXCLUSIVE JURISDICTION TO RESOLVE ANY AND ALL DISPUTES REGARDING THE ARBITRATOR'S JURISDICTION AND THE INTERPRETATION, APPLICABILITY, ENFORCEABILITY OR FORMATION OF THESE BINDING TERMS AND CONDITIONS TO ARBITRATE, INCLUDING BUT NOT LIMITED TO DETERMINING WHICH DISPUTES ARE SUBJECT TO ARBITRATION, OR ANY CONTENTION THAT ALL OR ANY PART OF THIS ARBITRATION AGREEMENT IS UNENFORCEABLE, VOIDABLE OR VOID.

17. ATTORNEYS' FEES. In the event of any dispute between the parties concerning the Terms and Conditions, and any action or contract to which they apply, the party prevailing in such dispute shall be entitled to collect from the other party all costs incurred in such dispute, including reasonable attorneys' fees.

18. SEVERABILITY. If any provision of the Terms and Conditions may be construed in two ways, one of which would render the provision illegal or otherwise voidable or unenforceable and the other which would render it valid and enforceable, such provision shall have the meaning which renders it valid and enforceable. The language of all provisions of the Terms and Conditions shall be construed according to fair meaning and not strictly construed against any party. The provisions of the Terms and Conditions are severable and shall be interpreted and enforced as if all completely invalid or unenforceable provisions are not contained herein, and partially valid and enforceable provisions shall be enforced to the extent that they are valid and enforceable.

19. LOGO/TRADEMARK. Customer shall not use THEPACKENGERS' name, logo, trademarks or trade names in publicity releases, promotional material, customer lists, advertising, marketing or business-generating efforts, whether written or oral, without obtaining THEPACKENGERS' prior written consent, which consent shall be given at THEPACKENGERS' sole discretion.

20. HEADINGS NOT BINDING. The use of headings in these Terms and Conditions are for ease of reference only. Headings shall have no effect and are not considered to be part of or a term of these Terms and Conditions.