C1113PC

DB SCHENKER Shipper's Letter of Instructions

Continuation Sheets: Yes ☐ No ☐ SLI NUMBER

1 SHIPPER/USPPI

Point of Origin (State) ___ Related Parties ☐ ACCT. NO. _____

COMPANY _____

YOUR NAME _____ PHONE _____

ADDRESS _____

_____

CITY _____ STATE _____ ZIP _____

USPPI EIN _____

SHIPPER'S REFERENCE NO. _____

2 ULTIMATE CONSIGNEE

Mandatory (Select One) ☐ Direct Consumer ☐ Gov't ☐ Reseller ☐ Other (unknown) ACCT. NO. _____

COMPANY _____

CONTACT NAME _____ PHONE _____

ADDRESS _____

_____

CITY _____ COUNTRY _____

CONSIGNEE'S REFERENCE NO. _____

3

☐ INTERMEDIATE CONSIGNEE ☐ ALSO NOTIFY PARTY ACCT. NO. _____

COMPANY _____

CONTACT NAME _____ PHONE _____

ADDRESS _____

_____

CITY _____ COUNTRY _____

4 SERVICE REQUESTED *Mark One*

☐ AIR SERVICES
☐ OCEAN SERVICES
☐ OTHER _____

Quote # _____ *Mark One*

☐ PORT-TO-PORT
☐ DOOR-TO-PORT
☐ PORT-TO-DOOR
☐ DOOR-TO-DOOR

Not all options available for all services or destinations.
Standard Port-to-Port service will apply unless specified.

5 Incoterm **Mark which Incoterm applies**

Ocean/Waterway: ☐ **FAS** ☐ **FOB** ☐ **CFR** ☐ **CIF**

Any Mode:

☐ **CPT** ☐ **CIP** ☐ **DAT** ☐ **DAP** ☐ **DDP** ☐ **EXW** ☐ **FCA**

6 BILLING AND TRANSPORTATION COSTS

FREIGHT CHARGES: Please make a selection
☐ PREPAID ☐ COLLECT
☐ 3RD PARTY ACCT. # _____

DESTINATION CHARGES: To the consignee if not specified
☐ PREPAID (SHIPPER) ☐ 3RD PARTY ACCT. # _____

DUTIES & TAXES: To the consignee if not specified
☐ PREPAID - DUTIES & TAXES
☐ PREPAID - DUTIES, *BUT NOT TAXES*
☐ 3RD PARTY - DUTIES & TAXES TO U.S. OR CANADIAN ACCT. # _____
☐ 3RD PARTY - DUTIES, *BUT NOT TAXES* TO U.S. OR CANADIAN ACCT. # _____

7 SPECIAL INSTRUCTIONS: _____

SHIPPER REQUESTS INSURANCE
NO
YES $_____
"NO" will apply unless specified.

This request for cargo insurance shall not be binding upon Schenker, Inc. unless Schenker, Inc. specifically agrees in writing to undertake the handling or transportation of this shipment at an increased rate that would include an additional cargo insurance fee. Any cargo insurance requested is subject to availability, underwriter's approval and conditions of coverage.

*Shipper's Load and Count ** Liability for services may be limited. See terms on reverse side.
***USPPI authorizes Schenker, Inc. to act as forwarding agent for export control and customs purposes.

Total Shipment Value for Customs ** (USD) _____

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Shipment Type ☐ **Pallet** ☐ **ULD** ☐ **Ctn** ☐ **Other** _____ IF OTHER

CARGO DETAILS	NO.* OF PIECES	WEIGHT (kgs or lbs)	LENGTH	WIDTH	HEIGHT

Shipment Type ☐ **Pallet** ☐ **ULD** ☐ **Ctn** ☐ **Other** _____ IF OTHER

CARGO DETAILS	NO.* OF PIECES	WEIGHT (kgs or lbs)	LENGTH	WIDTH	HEIGHT

9 Electronic Export Information (EEI)

Attach original and 4 copies of a Commercial/Proforma Invoice.
Information provided must match information on accompanying Commercial Invoice.

☐ **ROUTED SHIPMENT**
☐ Hazardous Materials
☐ AES filer's citation: _____
☐ AES exemption. Citation: _____
☐ SCHENKER, INC. to file the Electronic Export Information (EEI) data to AES***

CENSUS SCHEDULE B OR HTS TARIFF NUMBER	DESCRIPTION	ECCN	UOM #1	Quantity #1	UOM #2	Quantity #2	Gross Weight (kgs)	COUNTRY OF MANUFACTURER	Value

GOV'T CONTROL AGENCY	EXPORT LICENSE, PERMIT OR EXEMPTION NO.	EXPIRATION DATE	SME Y / N	ELIGIBILITY PARTY CERT. Y / N	USML CATEGORY	DDTC REG #	Commodity Lics. Value

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I certify that this cargo does not contain unauthorized explosives, incendiaries, or other destructive substances or items. I am aware that this endorsement and original signature and other shipping documents will be retained on file for a minimum of 30 calendar days.
IMPORTANT: All business undertaken on behalf of this transaction is subject to Schenker, Inc.'s General Terms and Conditions of Service as stated on the reverse side hereof and in accordance to the Tariffs and the most current version of the General Terms and Conditions of Service as stated on the Schenker USA website at www.dbschenkerusa.com.

THE BELOW SIGNED AUTHORIZES AND CONSENTS TO SCREENING, OPENING, AND/OR INSPECTION OF ALL CARGO TENDERED FOR TRANSPORTATION BY AIR FROM THE DATE OF THIS NOTIFICATION FORWARD, WITHOUT LIABILITY TO SCHENKER, INC. I AM AWARE THAT THIS ENDORSEMENT AND ORIGINAL SIGNATURE AND OTHER SHIPPING DOCUMENTS WILL BE RETAINED ON FILE FOR A MINIMUM OF 30 CALENDAR DAYS, AFTER ANY TERMINATION OF AN AIR CARGO BUSINESS RELATIONSHIP, AND THAT THIS DOCUMENT WILL BE MADE AVAILABLE TO THE TSA UPON REQUEST.

REPRESENTATIVE SIGNATURE: SIGN NAME X_____ PRINT NAME X_____ DATE_____

SLI NUMBER

SHIPPER'S LETTER OF INSTRUCTIONS IT0425CH #81590 (Rev. 09/13)

GENERAL TERMS & CONDITIONS OF SERVICE

All services performed by the legal entity named on the front of this document (hereinafter called the "Company") for the Customer, which term shall include the person or entity for which services are performed, its agents and/or representatives, including, but not limited to, shippers, exporters, importers, senders, receivers, owners, consignors, consignees, carriers, secured parties, warehousemen, insurers and underwriters, transferors or transferee of shipments, will be handled by the Company on the following terms and conditions:

1. Application of Terms and Conditions. Company and Customer agree that these terms and conditions of service constitute a legally binding contract. Customer acknowledges that the terms and conditions of the Company's standard international air waybill, ocean bill of lading, warehouse terms and conditions, master customs power of attorney and its currently effective tariffs are hereby incorporated by reference. The Customer acknowledges and agrees that it is responsible to provide notice and a copy of these terms and conditions to all of its agents or representatives.

2. Standing of Company, The Company acts as an independent contractor, except with respect to the performance of the following services where Company acts as an "agent" of Customer: entry and release of goods; post entry services; the securing of export licenses; export documentation filing for the Customer; other dealings with government agencies in behalf of Customer.

3. Services by Third Parties. Unless the Company carries, stores, or otherwise physically handles the shipment, and loss, damage, expense or delay occurs during such activity, the Company assumes no liability as a carrier and shall not be held responsible for any loss, damage, expense or delay to the goods to be forwarded or imported except as provided in paragraph 10 and subject to the limitations of paragraph 11 below, but undertakes only to use reasonable care in the selection of carriers, truckmen, lightermen, forwarders, customs brokers, agents, warehousemen and others to whom it may entrust the goods for transportation, cartage, handling and/or delivery and/or storage or otherwise. When the Company carries, stores or otherwise physically handles the shipment, it does so subject to the limitation of liability set forth in paragraph 10 below unless a separate bill of lading, air waybill or other contract is issued by the Company, in which event the terms thereof shall govern.

4. Liability Limitations of Third Parties. The Company is authorized to select and engage carriers, truckers, lightermen, forwarders, customs brokers, agents, warehousemen and others, as required, to transport, store, deal with and deliver the goods, all of whom shall be considered as the agents of the Customer, and the goods may be entrusted to such agencies subject to all conditions as to limitation of liability for forwarders, customs brokers, agents, warehousemen and others. The Company shall under no circumstances be liable for any loss, damage, expense or delay to the goods for any reason whatsoever when said goods are in custody, possession or control of third parties selected by the Company to forward, enter and clear, transport or render other services with respect to such goods. In the event that a person or entity hired by Company is determined to be the agent of the Company, the agent's liability is ascertained according to the provisions of these terms and conditions, particularly as set forth in paragraphs 10 and 11 below, as if they were a party hereto.

5. Choosing Routes or Agents. Unless express instructions in writing are received from the Customer and accepted by the Company, the Company has complete freedom in choosing the means, route and procedure to be followed in the handling, transportation and delivery of the goods.

6. Quotations Not Binding. Quotations as to fees, rates of duty, freight charges, insurance fees or other charges given by the Company to the Customer are for informational purposes only and are subject to change without notice and shall not under any circumstances be binding upon the Company unless the Company in writing specifically undertakes the handling or transportation of the shipment at a specific rate.

7. Duty to Furnish Information (a) On an import shipment at a reasonable time prior to entering of the goods through U.S. Customs, the Customer shall furnish to the Company invoices in proper form and other documents necessary or useful in the preparation of the U.S. Customs entry and also, such further information as may be sufficient to establish inter alia, the dutiable value, the classification, the country of origin, quantity, weight, admissibility and the genuineness of the merchandise and any mark or symbol associated with it, and the Customer's right to import and/or distribute the merchandise, pursuant to U.S. law or regulation. If the Customer fails to furnish in a timely manner such information or documents, in whole or in part, as may be required to complete U.S. Customs entry or comply with U.S. laws or regulations or if the information or documents furnished are inaccurate, incomplete, or otherwise insufficient, the Company shall be obligated only to use the best judgment in connection with the shipment and in no instance shall be charged with knowledge by the Customer of the true circumstances to which such inaccurate, incomplete, omitted or otherwise insufficient information or document pertains. Where a bond is required by U.S. Customs to be given for the production of any document or the performance of any act, the Customer shall be deemed bound by the term of the bond notwithstanding the fact that the bond has been executed by the Company as principal, it being understood that the Company entered into such understanding at the instance and on behalf of the Customer, and the Customer shall indemnify and hold the Company harmless for the consequences of any breach of the terms of the bond. (b) On an export shipment at a reasonable time prior to exportation of the shipment, the Customer shall furnish to the Company the commercial invoice in proper form and number, a proper consular declaration, weights, measures, values and other information in the language of and as may be required by the laws and regulations of the U.S. and the country of destination of the goods. (c) On an export or import shipment, the Company shall not in any way be responsible or liable for increased duty, penalty, fine or expense unless, caused by the negligence or other fault of the Company, in which event its liability to the Customer shall be governed by the provisions of these terms. The Customer shall be bound by and warrant the accuracy of all invoices, documents and information furnished to the company by the Customer or its agent for export, entry or other purposes and the Customer agrees to indemnify and hold the Company harmless against any increased duty, penalty, fine or expense including but not limited to attorneys' fees, costs, and expenses resulting from any inaccuracy, incomplete statement, omission or any failure to make timely presentation of required invoices, documents and information, even if not due to any negligence of the Customer.

8. Declaring Higher Valuation. Inasmuch as the truckers, carriers, warehousemen and others to whom the goods are entrusted (collectively, the "Third Parties") usually limit their liability for loss or damage unless a higher value is declared and the charge based on such higher value is agreed to by any such Third Party, unless the Company receives specific written instructions from the Customer to pay such higher charges based on valuation and any such Third Party accepts such higher declared value, any valuation placed by the Customer on the goods shall be considered solely for export or customs purposes and the goods will be delivered to the Third Party subject to the limitations of liability set forth herein in paragraphs 10 and 11 below with respect to any claim against the Company and subject to the provisions of paragraph 4 above.

9. Insurance. The Company will make reasonable efforts to effect marine, fire, theft and other insurance upon the goods only after specific written instructions have been received and accepted by the Company in sufficient time prior to shipment from the point of origin, and the Customer at the same time states specifically the kind and amount of insurance to be placed. The Company does not undertake or warrant that such insurance can or will be placed. Unless the Customer has its own open marine policy and instructs the Company to effect insurance under such policy, insurance is to be effected with one or more insurance companies or other underwriters to be selected by the Company. Any insurance placed shall be governed by the certificate or policy issued and will only be effective when accepted by such insurance companies or underwriters. Should an insurer dispute its liability for any reason, the insured shall have recourse against the insurer only and the Company shall not be under any responsibility of liability in relation thereto, notwithstanding that the premium upon the policy may not be at the same rates as that charged or paid to the Company by the Customer, or that the shipment was insured under a policy in the name of the Company. Customer agrees to pay all insurance fees and any costs of the Company for arranging the same. If for any reason the goods are held in warehouse, or elsewhere, the same will not be covered by any insurance, unless the Company receives and accepts written instructions from the Customer. Unless specifically agreed in writing, the Company assumes no responsibility to effect insurance on any export or import shipment, which it does not handle. Company shall have no obligation to procure insurance in behalf of Customer except as specifically provided for herein.

10. Limitation of Liability for Loss; Warranty Disclaimer. (a) The Customer agrees that the Company shall only be liable for its negligent acts that are the direct and proximate cause of injury to the Customer, including any loss, damage, expense or delay to the goods. Subject to any applicable law, statute, or regulation, such liability shall be limited as follows: i) If the customer declares a value in advance of the transit and pays applicable additional charges, Company's liability shall be the lesser of the amount of any damage actually sustained or the declared value. ii) If the Customer does not declare a value and pay applicable additional charges, the Company's liability shall be the lesser of: A) the amount of any damage actually sustained or; B) $50 or the weight of the actual piece count lost or damaged in pounds multiplied by $.50, whichever is greater. (b) Customer agrees that the Company shall, in no event, be liable for consequential, indirect, incidental, punitive, statutory or special damages, including, but not limited to, loss of profits, income, utility, interest or loss of market, even if Company has been put on notice of the possibility of such damages. (c) Except as specifically set forth herein, Company makes no express or implied warranties in connection with its services. (d) Other limits of liability may apply to ocean transit, international air transit, warehousing, customs entry and other services. These liability limits can be found in the Company's terms and conditions for these services located on the Company's website. In the case of transportation involving motor carriage, any part of which is in Mexico, unless Customer declares a higher value and pays an additional fee established by Company to assume liability up to such value, Company's liability will be limited to an amount equivalent to 15 days of the minimum daily wage then current in Mexico City per ton, or the corresponding proportionate part of a metric ton that is damaged or lost. Company will not be responsible for any delay, interruption or other failure to perform under this Agreement due to acts beyond its reasonable control, including without limitation, natural disasters (e.g. lightning, earthquakes, hurricanes, floods), wars, riots, terrorist activities, civil commotions, explosions and fires; embargoes, strikes, and labor disputes; and governmental decrees.

11. Limitation of Actions. (a) It is the responsibility of the Customer to note in writing any damage or exception to the freight at the time of delivery. Receipt by the person entitled to delivery of the shipment without complaint is prima facie evidence that the same has been delivered in good condition and in accordance with the contract of carriage. (b) Subject to any applicable law, statute or regulation, the Company shall not be liable under paragraph 10 for any claims for: (i) damage or loss discovered by the Customer after delivery and after a clear receipt has been given to the Company, unless a claim is reported in writing to the Company within 15 days after delivery of the shipment with privilege to the Company to inspect the shipment and its container(s) and packing material within 15 days after receipt of such notice; (ii) damage, loss, or delay in all other circumstances, unless made in writing and received by the Company within 120 days after the date of acceptance of the shipment by the Company. (c) No claims with respect to a shipment, any part of which is received by the Consignee, will be entertained until all transportation charges have been paid. (d) Subject to any applicable law, regulation or treaty, all suits against Company must be filed and properly served on Company as follows: (i) for claims arising out of ocean transportation, within one (1) year from the date of delivery or the date the goods should have been delivered; (ii) for claims arising out of air transportation, within two (2) years from the date of the loss; (iii) for claims arising out of preparation and/or submission of an import entry, within seventy-five (75) days from the date of liquidation of the entry; (iv) for any and all other claims of any other type, within two (2) years from the date of the loss or damage. (e) Claims for overcharges or duplicate billings must be made in writing and received by Company within 180 days from the acceptance date of the shipment by Company or they are time-barred. Lawsuits for overcharges or duplicate billings must be filed no later than one year from the acceptance date of the shipment by Company.

12. Advancing Money. The Company shall not be obliged to incur any expense, guarantee payment or advance any money in connection with the importing, entering, forwarding, transporting, insuring, storing or coopering of the goods, unless monies sufficient to satisfy such expense, payment, or advance is previously provided to the Company by the Customer on demand. The Company shall not be under an obligation to advance freight charges, customs duties or taxes, insurance charges, or other charges owed to third parties by the Customer on any shipment, nor shall any advance by the Company be construed as a waiver of the provisions hereof. In the event that the Company should advance any such monies to any person or entity that subsequently refunds all or any portion thereof to the Customer, and the Customer at the time of the refund, has not reimbursed the Company for those monies, then any portion of the refund corresponding to such unpaid, advanced monies, and any interest paid thereon, shall be deemed the exclusive property of the Company to which the Customer shall have no claim, and which the Customer shall return to the Company immediately upon receipt.

13. Indemnification for Freight, Duties, etc. In the event that a carrier, other person or any governmental agency makes a claim or institutes legal action against the Company for freight, duties, fines, penalties, liquidated damages or other money due arising from a shipment of goods of the Customer, the Customer agrees to indemnify and hold the Company harmless for any amount the Company may be required to pay such carrier, other person or governmental agency together with reasonable expenses, including but not limited to attorney fees, costs, and expenses incurred by the Company in connection with defending such claim or legal action and obtaining reimbursement from the Customer. The confiscation or detention of the goods by any governmental authority shall not affect or diminish the liability of the Customer to the Company to pay all charges or other money due promptly on demand.

14. C.O.D. Shipments. Goods received with Customer's or other person's instructions to "Collect on Delivery" (C.O.D.) by drafts or otherwise, or to collect on any specified terms by time drafts or otherwise, are accepted by the Company only upon the express understanding that it will exercise reasonable care regarding such instructions, and the Company will not be responsible for any refusal by a bank or consignee to pay for a shipment, or for any act, omission, default, suspension, insolvency or want of care, negligence, or fault of any bank, correspondent, carrier or agent, nor for any delay in remittance lost in exchange, or loss during transmission, or while in the course of collection.

15. General Lien on any Property. The Company shall have a general and continuing lien on any and all property (and documents relating thereto) of the Customer, either in its actual or constructive possession, custody or control or en route, for all claims for monies owed to Company, including without limitation charges, expenses or advances incurred by the Company, in connection with any shipments of the Customer, including prior shipments. Company shall provide written notice to Customer of its intent to exercise such lien, the exact amount of monies due and owing, as well as any ongoing storage or other charges; Customer shall notify all parties having an interest in its shipment of Company's rights and/or the exercise of such lien. Unless, within thirty (30) days after receiving the notice of lien, Customer posts cash or a letter of credit at sight, or, if the amount due is in dispute, an acceptable bond equal to 110 percent of the value of the total amount due, in favor of the Company, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, the Company may sell at public or private sale, in accordance with governing law the goods, wares and/or merchandise, or so much thereof as may be necessary to satisfy such lien, and apply the net proceeds of such sale to the payment of the monies owed to the Company. Any surplus from such sale shall be transmitted to the Customer, and the Customer shall be liable for any deficiency in the sale.

16. Compensation of Company. The compensation of the Company for its services shall be included with and is in addition to the rates and charges of all carriers and other agencies selected by the Company to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends or other revenue received by the Company from carriers, insurers and others in connection with the shipment. Except as otherwise agreed in writing between the Company and Customer, the fuel surcharge on air transportation services will be charged by Company in accordance with the Company's Surcharge Index. In any referral for collection or action against the Customer for monies due to the Company, including but not limited to any action for the enforcement of any provision of the Master Customs Power of Attorney between the Customer and the Company, upon recovery by the Company, the Customer shall pay the expenses of collection and/or litigation, including a reasonable attorney's fees, costs and expenses.

17. No Responsibility for Governmental Requirements. It is the responsibility of the Customer to know and comply with the requirements, laws and regulations of any Federal, State and/or local agencies pertaining in any way to the merchandise, including, but not limited to, regulations, laws, and requirements pertaining to marking, classification, licensing, transporting hazardous materials, export controls, and any other transporting, importing, or exporting requirements. The Company shall not be responsible for action taken or fines or penalties assessed by any governmental agency against the shipment because of the failure of the Customer to comply with the law or the requirements or regulations of any governmental agency or with a notification issued to the Customer by any such agency.

18. Indemnity against Liability Arising from the Importation of Merchandise. The Customer agrees to indemnify and hold the Company harmless from any claims and/or liability arising from the importation of merchandise and/or any conduct of the Customer which violates any Federal, state and/or other laws or regulations and further agrees to indemnify and hold the Company harmless against any and all liability, loss, damages, costs, claims and/or expenses, including but not limited to reasonable attorney's fees, costs and expenses which the Company may hereafter incur, suffer or be required to pay by reason of such claims and/or liability. In the event that any such action, suit or proceeding is brought against the Company, the Company shall give notice in writing to the Customer by mail at its address on file with the Company. Upon receipt of such notice, the Customer at its own expense, and, at the Company's discretion, in cooperation with the Company's designated counsel, shall defend against such action and take all steps as may be necessary or proper to prevent the obtaining of a judgment and/or order against the Company.

19. No Duty To Maintain Records For Customer. Customer acknowledges that pursuant to Sections 508 and 509 of the Tariff Act, as amended, (19 U.S.C. sections 1508 and 1509) it has the duty and is solely liable for maintaining all records required under the Customs and/or other Laws and Regulations of the United States; unless otherwise agreed to in writing, the Company shall only keep such records that it is required to maintain by Statute and/or Regulations, but not as a "recordkeeper" or "record-keeping agent" for Customer.

20. Obtaining Binding Rulings, Filing Protests, etc. Unless requested by Customer in writing and agreed to by Company in writing, Company shall be under no obligation to undertake any pre- or post-Customs release action, including, but not limited to, obtaining binding rulings, advising of liquidations, filing of petitions and/or protests, etc.

21. Preparation and Issuance of Bills of Lading. Where Company prepares and/or issues a bill of lading, Company shall be under no obligation to specify thereupon the number of pieces, packages and/or cartons, etc.; unless specifically requested to do so in writing by Customer or its agent and Customer agrees to pay for same, Company shall be entitled to rely upon and use the cargo weight supplied by Customer.

22. Shipment Screening. All shipments may, at Company's option or as required by government regulation, be screened and/or opened and inspected without liability to Company. The Customer consents to such screening and understands that this document containing its consent shall be maintained by Company and may be made available to the government regulators upon request.

23. Carmack Amendment Waiver. If the Carmack Amendment ("Carmack") to the Interstate Commerce Act is compulsorily applicable to any stage of the transportation, then the Customer expressly agrees to a waiver of the Carmack provisions to the extent legally permissible. In the event Carmack applies, the Customer must file a written notice of claim for loss, damage or delay no later than nine months after the cargo is delivered and the Customer must file a lawsuit no later than two years from the date the Company denies the claim.

24. No Modification or Amendment Unless Written. These terms and conditions of service may only be modified, altered or amended in writing signed by both Customer and Company; any attempt to unilaterally modify, alter or amend same shall be null and void.

25. Severability. In the event that any Paragraph and/or portion hereof is found to be invalid and/or unenforceable, then in such event the remainder hereof shall remain in full force and effect.

26. Construction of Terms and Venue. These terms and conditions of service shall be construed according to the laws of the State of New York, without giving consideration to principles of conflict of law. The Company and the Customer (a) agree that any legal proceeding relating to the services performed by the Company shall be brought only in a court of competent jurisdiction in the State of New York, and (b) irrevocably consent to the jurisdiction of any such court in New York State.

REV 03/17