



driving the road ahead

CUSTOMER TERMS AND CONDITIONS

Agreement, made and entered into as of the ____ day of _____, 200_ between _____, having an office at _____, _____, _____ ("Customer") and United World Cargo Limited, having an office at Suite 201 221 W Esplanade Ave., North Vancouver, BC Canada V7M 3J3 ("UWC") (jointly "Parties.")

Parties agree as follows:

1. TERM AND TERMINATION.

The term of Agreement is one (1) year commencing on the date shown above and will continue on a year-to-year basis until terminated. Either party may terminate this Agreement at any time, with or without cause, by giving thirty (30) days written notice to the other party.

2. DEFINITIONS.

- a) "UWC" United World Cargo Limited, its subsidiaries, related companies, agents and/or representatives;
- b) "Customer" The entity for which UWC is providing service, including but not limited to agents and/or representatives, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shipper's agents, insurers and underwriters, break-bulk agents, consignees, etc. It is the responsibility of the Customer to provide notice and copy(s) of these terms and conditions to all such agents or representatives;
- c) "Third Parties" Carriers, truckmen, cartmen, lightermen, forwarders, OTI's, customs brokers, agents, warehousemen and other to which the goods are entrusted for transportation, cartage, handling, and/or delivery and/or storage or otherwise;
- d) "Documentation" All information received directly or indirectly from Customer, whether in paper or electronic form;
- e) "Customer Confirmation" A document produced by UWC that shows specific shipment information, including applicable charges, and may include special Terms and Conditions. In the event that UWC issues a Customer Confirmation containing Terms and Conditions governing such services, the Terms and Conditions set forth in the Customer Confirmation shall govern those services to the extent they conflict with these terms and conditions. Otherwise, both sets of terms and conditions shall apply;
- f) "Load Sheet" document produced by UWC that provides loading instructions, pick up and delivery information, and product description.

3. REPRESENTATIONS.

- a) UWC is engaged in the business of providing freight brokerage services pursuant to Broker Authority granted by the United States Federal Motor Carrier Safety Association (FMCSA). UWC is acting in its capacity as an agent only in tendering shipments from Customers to Carriers. Customer acknowledges that Carriers, not UWC, have full responsibility for the safe and timely delivery of each shipment arranged by UWC.
- b) UWC agrees to maintain all the necessary documents, bond, and insurance certificates required by the FMCSA to provide a copy of these documents and certificates upon Customer request.

4. SELECTION OF THIRD PARTIES.

Unless services are performed by persons or firms engaged pursuant to express written instructions from the Customer, UWC shall use reasonable care in its selection of third parties, or in selecting the means, route and procedure to be followed in the handling, transportation, clearance and delivery of the shipment. Advice by UWC that a particular person or firm has been selected to render services with respect to the goods, shall not be construed to mean that UWC warrants or represents that such person or firm will render such services nor does UWC assume responsibility or liability for any action(s) or inaction(s) of such third parties and/or its agents, and shall not be liable for any delay or loss of any kind, which occurs while a shipment is in the custody or control of a third party or the agent of a third party. In any event UWC will use all reasonable means to ensure that all carriers selected by UWC meet the minimum standards as provided by the Federal Motor Carrier Safety Administration. All claims in connection with the act of a third party shall be brought solely against such party and/or its agents. In connection with any such claim, UWC shall reasonably cooperate with the Customer.

5. QUOTATIONS.

Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by UWC to the Customer are for information purposes only and are subject to change without notice. No quotation shall be binding upon UWC unless UWC agrees in writing to undertake the handling or transportation of the shipment at a specific rate or amount set forth in the Customer Confirmation.

6. WARRANTIES.

The Customer is responsible for and warrants their compliance with all applicable laws, rules, and regulations including but not limited to customs laws, import and export laws, governmental regulation of any country to, from, through or over which the shipment may be carried. The Customer agrees to furnish such information and complete such documents as are necessary to comply with such laws, rules and regulations.

7. RELIANCE ON INFORMATION.

Customer acknowledges that it is required to review all documents and declarations prepared by UWC and/or third parties and will immediately advise UWC of any errors, discrepancies, incorrect statements, or omissions. Unless UWC is immediately notified of any objections to the Customer Confirmation, Customer shall be conclusively presumed to have agreed that the terms and conditions set forth on such are fully and correctly stated.

8. PAYMENT TERMS.

- a) Customer agrees to pay all undisputed invoices received from UWC within thirty (30) days of invoice date.
- b) On any invoice not paid by maturity date, the Customer shall pay interest from the maturity date to the date of payment at a rate of 1.5% per month, together with UWC's costs of collection, including but not limited to legal fees.
- c) Customer agrees to pay the entire amount of each invoice rendered by UWC pursuant to the terms of each such invoice without offset or deduction.

- d) UWC acting in its sole discretion at any time and from time to time may change the terms of Customer's credit.

9. LEGAL FEES.

In the event that legal action is commenced to enforce or interpret, or for breach of, any provisions of this agreement, the prevailing party shall be entitled to recover from the losing party costs and expenses incurred, and reasonable attorney's fees incurred by the prevailing party, in addition to all other relief and remedies to which the prevailing party may be entitled to at law or in equity.

10. INDEMNIFICATION.

The Customer agrees to indemnify and hold UWC, its officer, directors, employees and agents harmless from any claims and/or liability arising from or related to the services provided pursuant to this Agreement, including but not limited to loading or transportation of Customer's merchandise, any conduct of the Customer that violates any Federal, State or Provincial, and/or other laws, or the actions of any third parties and further agrees to indemnify and hold UWC harmless against any and all liability, loss, damages, costs, claims and/or expenses, including but not limited to reasonable attorney's fees, which UWC may hereafter incur, suffer or be required to pay by reason of such claims. In the event that any claim, suit or proceeding is brought against UWC, UWC shall give notice in writing to the Customer by mail at the address on file with UWC

11. CLAIMS.

UWC shall have no liability for loss, damage, or delay to any shipment. Customer has the responsibility to file such claims with the responsible Carrier. Customer must notify UWC within 48 hours of delivery if a shipment is short or damaged. UWC will assist Customer in pursuing a claim against Carrier, but will have no liability itself unless the loss or damage was caused by the negligence or willful misconduct of UWC.

12. FORCE MAJEURE.

UWC's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement.

13. NON-SOLICITATION.

CUSTOMER agrees not to solicit any traffic from any carrier that it comes in contact with as a result of UWC's efforts. If CUSTOMER breaches this agreement and 'back-solicits' freight traffic, then UWC will be entitled, for a period of 12 months after the traffic commences, to a commission of 15% of the total transportation costs paid by CUSTOMER on the movement(s) of the traffic.

14. CONFIDENTIALITY.

Customer and UWC agree that the terms and provisions contained herein, in addition to any and all other information concerning the business operations of customers and shippers, are confidential and that they will not reveal any of its contents or any information concerning the services performed within this contract without the written permission of any party involved with this contract or as may be required by law.

15. SEVERABILITY.

Obligations of this agreement are separate and divisible and in the event that any clause is deemed unenforceable, the balance of the agreement shall continue in full force and effect.

16. ENTIRE AGREEMENT.

This agreement along with the individual Customer Confirmations constitute the full representation of all agreements made between the Parties and supersede all prior arrangements and understandings made between the Parties. Additions and changes to the contents of this Agreement shall be binding only if laid down in writing in a document bearing a date and signed by both Parties.

17. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the federal laws of the United States wherever possible and otherwise to the laws of the state of Oregon. Venue and jurisdiction shall be in the Province of British Columbia, Canada.

United World Cargo Limited
(UWC)

(Customer)

By: Steve Baker

By: _____

President

Title: _____

Signature

Signature

Date

Date