

Aetna Forwarding Inc.
123 E. Mineola Ave
Valley Stream, NY 11580
Tel. 516-825-5885 Fax 516-825-5811

STANDARD TERMS AND CONDITIONS OF SERVICE

These Terms and Conditions shall govern all transactions between Aetna Forwarding, Inc. and its Customers.

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. Customer shall comply with all applicable laws and government regulations of any country to, from, through or over which its goods may be carried, including those relating to the packing, carriage, or delivery of the goods, and shall furnish such information to AETNA as may be necessary to comply with such laws and regulations. Shipments covered by these terms and conditions are prohibited if diverted contrary to U.S. law. Customer warrants that the goods are properly marked, addressed, and packaged to withstand any contemplated method of transport. Customer, or such person or entity that originates and tenders goods for handling or transport, hereby consents to an inspection of the cargo.

1. DEFINITIONS AND ABBREVIATIONS

- A. "AETNA" or "Company" means Aetna Forwarding, Inc., its subsidiaries, divisions, related companies, agents and/or representatives.
- B. "Customer" means the person, party or organization, as well as its agents and/or representatives whom hires AETNA to render its services. It is the responsibility of the Customer to provide notice and copy(s) of these terms and conditions of service to all such agents or representatives.
- C. "Third Parties" shall include, but not be limited to, the following: "carriers, truckmen, cartmen, lightermen, forwarders, OTI's, customs brokers, agents, warehousemen and others to which the goods are entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise" .
- D. "Documentation" shall mean all information received directly or indirectly from Customer, whether in paper or electronic form.

2. COMPANY AS AGENT

The Company acts as the "agent" of the Customer for the purpose of performing duties in connection with the entry and release of goods, post entry services, the securing of export licenses, the filing of export documentation on behalf of the Customer and other dealings with Customs and Government Agencies; as to all other services, Company acts as an independent contractor.

3. NO LIABILITY FOR THIRD-PARTY SERVICES AND/OR ROUTES

Unless services are performed by persons or firms engaged pursuant to express written instructions from the Customer, Company 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 the Company that a particular person or firm has been selected to render services with respect to the goods, shall not be construed to mean that the Company warrants or represents that such person or firm will render such services nor does Company assume responsibility or liability for any action(s) and/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; 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, the Company shall reasonably cooperate with the Customer, which shall be liable for any charges or costs incurred by the Company

4. ESTIMATES / PRICE QUOTATIONS

Estimates are provided by the Company as a guideline only and are based on information provided by the shipper and are subject to change without notice. The final cost will be determined when the actual services are completed.

5. LIMITS OF LIABILITY AND EXCLUSIONS

Aetna Forwarding, Inc. shall not be liable for:

- A. Hostile or war like action in time of peace or war including action in hindering, combating or defending against attack by any government or sovereign power, or by any authority maintaining or using military, naval or air forces, or any agent of any government power, authority or forces or any Acts of God, public enemies;
- B. Nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether direct, indirect, approximate or remote;
- C. Seizure, confiscation, destruction or damages pursuant to customs or quarantine regulations or laws;
- D. Insects, moths, vermin, gradual deterioration, and ordinary wear and tear;
- E. The nature of the article, or any defect, characteristic, or inherent vice thereof, including susceptibility to internal damage of electronic equipment and musical instruments or because of atmospheric conditions such as temperature and humidity, or changes therein;
- F. Strikes, lockouts, labor disturbances, riots, civil commotion, or the acts of any persons taking part in any such occurrence or disorder;
- G. For documents, currency, money, jewelry, watches, precious stones, or articles of extraordinary value including accounts, bills, deeds, evidence of debt, securities, notes, postage stamps, trading card or stamps, stamp and coin or other valuable collections, revenue stamps, letter or packets of letters, precious metal or article manufactured therefrom, or articles of peculiarly inherent value. The Company is not responsible for fire arms, live plants or seeds, inflammable items and pressure spray cans.
- H. Items improperly or inadequately packed or mislabeled by the shipper.

- I. Items containing internal damage or concealed breakage; glass, ceramic and stone with existing cracks.
- J. Items of inherent vice or weakness due to poor craftsmanship in fabrication.
- K. Items containing internal mechanics or instrumentation.
- L. Items with waxen, resinous, or viscous surface area, be they in wet, semi-dry, or hardened state.
- M. Damaged or excessively worn antique items in disrepair, items exhibiting prior repairs or breakage.
- N. Uncured and/or not thoroughly dry paintings; uncured and/or unset varnish applied to furniture.
- O. Items with directional orientation to which the shipper does not affix descriptive arrows in advance.
- P. Items shipped unwrapped at the stated request of the shipper.

6. INSURANCE

The shipper must provide an all risk marine insurance during transportation and handling at his/her own expense with an endorsement to cover the complete cost of the merchandise while being stored, consolidated and in the care of the Company. The Company shall not be liable for any damage in excess of the amount of 60 cents per pound per article, up to an aggregate limit of USD 500.00. Unless requested by the Customer and confirmed in writing, AETNA is under no obligation to procure insurance on the Customer's behalf. In all cases, Customer shall pay all premiums and costs in connection with procuring the requested insurance coverage. Any claims for any loss or damage must be presented within 7 (seven) days from the date of arrival of the shipment to destination. If goods are placed in storage, claim, if any, must be made before storing. The Company will only honor insurance claims when a premium is charged and it has been paid by the Customer for the shipment in which the claim occurred.

7. PAYMENT OF CHARGES GUARANTEE

Customer guarantees payment for all services rendered and carriage arranged by AETNA on Customer's behalf, no matter what person ordered the services or benefited there from. Customer will pay attorney's fees, costs and other expenses incurred in the event a collection effort becomes necessary. Customer must pay AETNA in accordance with the agreed upon terms, usually indicated in the quotation or invoice. Any payments not received within 15 days will be subject to a late fee of 1.5% of the outstanding amount for each month or fraction thereof from the invoice date.

8. GENERAL LIEN ON GOODS AND RIGHT TO SELL PROPERTY

- A. Company shall have a general and continuing lien on any and all property of Customer coming into Company's actual or constructive possession or control for monies owed to Company with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both;
- B. 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 on-going storage or other charges; Customer shall notify all parties having an interest in its shipment(s) of Company's rights and/or the exercise of such lien.
- C. Unless, within thirty days of receiving notice of lien, Customer posts cash or letter of credit at sight, or, if the amount due is in dispute, an acceptable bond equal to 110% of the value of the total amount due, in favor of Company, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, Company shall have the right to sell such shipment(s) at public or private sale or auction and any net proceeds remaining thereafter shall be refunded to Customer.

9. GOVERNING LAW AND JURISDICTION

These Terms and Conditions and any act or contract or transaction to which they apply shall be governed by the laws of the State of New York without regard to the principles of conflicts of law and any dispute arising out of any such act or contract or transaction to which these Terms and Conditions apply shall be subject to the exclusive jurisdiction of the Courts of the State of New York. In the event the Company is required to appear in a legal proceeding or action, either as a plaintiff or defendant, to enforce these Terms and Conditions or its rights hereunder, including the limitation of liability provisions contained herein, Company shall be entitled to recover, in addition to any other damages or remedies available to it, its attorneys fees and costs incurred in such proceeding or action.