

AIR, OCEAN & INTERNATIONAL TERMS & CONDITIONS

- 1. Air & Ocean Transportation.** Customer hereby appoints Echo to act as its true and lawful agent for the purpose of managing the transportation of Customer's goods, on Customer's behalf, in air, ocean and international commerce. Echo hereby accepts Customer's appointment as its agent and agrees to perform as such according to these terms and conditions. Customer shall provide Echo all information necessary for Echo to perform the managed transportation services as agent of Customer and further shall at all times comply in full with any and all requirements of applicable laws, rules, and regulations pertaining to Customer's products, sales, distribution, operations, tender for transportation, import and export activities. Echo shall only bear liability to Customer in its capacity as agent to the extent of harms resulting from Echo's sole negligence or gross misconduct while acting outside Echo's scope of agency. Customer acknowledges and agrees that Echo shall have no liability or indemnification obligation arising out of any claim for freight charges, demurrage, import duties, any act or omission of a Carrier, or any Cargo Loss or other claims. Customer shall defend, indemnify, and hold harmless Echo, its principals, employees, and agents from and against any and all liabilities, claims, and suits, including costs and expenses (such as reasonable attorneys' fees) to the extent such claim is arising out of or related to: (a) the acts or omissions of Customer; (b) the acts or omissions of Echo when performing on behalf of and as instructed by Customer; (c) violation of applicable laws or regulations by Customer; (d) any third party claim, including for payment of amounts owed regarding goods or services for which Customer received or was intended to receive benefit; or (e) breach of the terms of this Agreement.
- 2. Air Cargo Liability.** Carrier's liability for Cargo Loss for Shipments transported by domestic or international air shall be pursuant to the Convention for Unification of Certain Rules for International Carriage by Air, signed at Montreal on 28 May 1999 ("Montreal Convention") regardless of the jurisdiction(s) of performance. Such liability shall exist from the time the cargo is tendered to a Carrier at the Customer's requested point of origin, until final delivery at Customer's requested point of delivery, as evidenced by a signed proof of delivery. The measure of the loss, damage or injury shall be the lesser of the full value of the kind and quantity of the freight so lost, damaged or destroyed or 22 special drawing rights per kilogram as set forth in Article 22 of the Montreal Convention.
- 3. Ocean Cargo Liability.** Carrier's liability for Cargo Loss for Shipments transported by international ocean s shall be pursuant to the Carriage of Goods by Sea Act ("COGSA") regardless of the jurisdiction(s) of performance. Such liability shall exist from the time the cargo is tendered to Carrier at the Customer's requested point of origin, until final delivery at Customer's requested point of delivery, as evidenced by a signed proof of delivery. The measure of the loss, damage or injury shall be the lesser of the full value of the kind and quantity of the freight so lost, damaged or destroyed or \$500 per package or customary freight unit.
- 4. International Cargo Liability.** For all international shipments not otherwise covered by the Agreement, Carrier and Echo's liability shall be limited two dollars (\$2) per pound up to a maximum of fifty thousand dollars (\$50,000) per shipment for all modes of transportation.