

Agreement for Freight Forwarding/Customs Brokerage Services

This Agreement ("Agreement"), effective as of _____, 20__, ("Effective Date") is entered into by and between McWane, Inc. on behalf of itself and its divisions ("Customer") and _____ ("Service Provider").

1. The term of this Agreement will be for one (1) calendar year from the Effective Date ("Term") and will renew automatically on an annual basis thereafter unless earlier terminated by either party as provided in this Agreement or unless either party gives written notice to the other at least thirty (30) days prior to the end of the current Term that such party does not wish to renew the Agreement.
2. During the Term, Customer may issue a request for quote from Service Provider to provide the freight forwarding and/or customs broker services ("Services") described in this Agreement and Service Provider agrees to provide such a quote for Services promptly. Upon acceptance of such quote in writing by Customer, Service Provider will provide the Services as provided in this Agreement and subject to its terms. No other terms of Service Provider, including but not limited to bills of lading or waybills, no modification, amendment, or waiver to this Agreement, and no cancellation, change, or return of any Agreement will be binding on either party until agreed in writing by such party's authorized representative.
3. Services rendered by Service Provider include, but are not limited to, the following:

3.1 Imports

- a. Customer will notify Service Provider as soon as possible for imported products with a description of the products, expected delivery date, and name and contact information of the shipping vendor/supplier.
- b. Upon receipt of notice, Service Provider will:
 - i. Contact the vendor/supplier to obtain all information required for importing products, including but not limited to commercial invoice, packing list, Certificate of Origin, and information for the CBP 7501 Entry Summary, and CBP 3461 Immediate Delivery/Entry Summary, and International Security Filing ("ISF") filings;
 - ii. File all necessary U. S. Customs forms, including but not limited to the CBP 7501 Entry Summary and CBP 3461 Immediate Delivery/Entry Summary;
 - iii. Pay all required duties, taxes, and other amounts due U.S. Customs for immediate release of cargo and invoice Customer for such payment on a monthly basis;
 - iv. Provide a quote on a per shipment basis for ocean or air transportation in advance of shipment and receive approval for all costs related to shipment when purchase requires ocean transportation, air transportation, and/or inland transportation;
 - v. Forward a copy of the ocean-booking note if applicable;
 - vi. Provide or verify the proper Harmonized Tariff Code for all products, duty rates, and other information to be supplied to the U. S. Customs Service;
 - vii. Inspect all imported cargo and report any damage immediately to Customer;
 - viii. Obtain prior written authorization from Customer to use any licensed customs broker which is not a direct employee of Service Provider;
 - ix. Screen all company and individual names of persons and entities receiving or making shipments for a match with the U.S. Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons list, the Bureau of Industry and Security's Denied Parties List, the Entry List and the Office of Defense Trade Controls' Debarred Persons Lists and advise Customer in advance of shipment if a match should occur; and
 - x. Determine if any General System of Preferences apply to products for exemption of duties, taxes, and other costs.

3.2 Exports

- a. For direct shipments, Customer will forward to Service Provider commercial invoice, packing list, Automated Export System ("AES") filing (if Customer files), and other pertinent documents for exported products.
- b. Upon receipt of such documents, Service Provider will:
 - i. When ocean transportation is required, furnish quote for the ocean, air, and/or inland transportation cost and receive approval from Customer before shipping;
 - ii. For approved ocean or air transportation, notify Customer of sailing/flight details and estimated time of arrival and notify Customer when departed or if delayed;
 - iii. Inspect all cargo before final export transportation and immediately notify Customer of any irregularities or problems in the packaging, bundling, wrapping, labeling, or other export preparation to ensure the safety and delivery of the cargo;
 - iv. Obtain written authorization to use any outside freight forwarding company or individual which is not a direct employee of Service Provider;

- v. Assist with documentation legalization when required;
- vi. If Service Provider arranges the ocean transportation portion, notify Customer of any change, delay, transshipment, or other variation from the originally declared chartering; and
- vii. Screen all company and individual names of persons and entities receiving or making shipments for a match with the U.S. Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons list, the Bureau of Industry and Security's Denied Parties List, the Entry List, and the Office of Defense Trade Controls' Debarred Persons Lists and advise Customer in advance of shipment if a match should occur.

4. All invoices for payment from Service Provider will be itemized according to each individual shipment along with all costs related to that shipment, including all duties, taxes, and other related costs. Any new cost not listed on the itemized price schedule below must be approved in advance in writing by Customer.

5. Cost factors for invoicing will be itemized as follows where applicable:

Documentation:	Cost of Letter of Credit
	Bill of Lading
	Commercial Invoice
	AES filing
	Legalization of Documentation
Terminal:	Packing and loading
	Terminal transfer fees
	Customs examination charges
	Local cartage to Customs exam site, if required
Customhouse clearance fees:	Duty
	VAT
	Other
	CBP 7501
	CBP 3461
	ISF filing
	Harbor Maintenance Fees
	Excise Taxes
	Merchandizing Processing Fee
Dock:	Permits
	Detention
	Terminal fees
	Handling charges
	Dock fees
	Warehousing
	Storage
Transportation:	Ocean transportation, break-bulk/CBM/MT, container, etc.
	Inland transportation
	Air transportation
Other:	

Service Provider will notify Customer thirty (30) days in advance of any increases or decreases in the rates set forth above.

6. Service Provider will maintain all records relating to Services provided under this Agreement in accordance with Customer's record retention policy, a copy of which will be provided to Service Provider by Customer. Service Provider will furnish Customer copies of all such records requested for any internal or external audit and make all Service Provider's records available for audit upon reasonable notice.

7. Service Provider will maintain the Customs-Trade Partnership against Terrorism (“C-TPAT”) certification for the term of this Agreement and immediately notify Customer if revoked or suspended. Service Provider will furnish Customer a copy of Service Provider’s Compliance Program and Manual and report immediately to Customer any violation by Service Provider of any governmental rule or regulation.
8. Customer and Service Provider will furnish to each other a contact list of employees involved in imports and exports along with an emergency 24-hour contact. Any problem or required action as a result of inspection or action taken by U.S. Customs or other governmental department or agency will be reported immediately to the McWane, Inc. legal department at 205-414-3818.
9. Customer and Service Provider will enter into a Customs Power of Attorney, Designation as Forwarding Agent/Customs Broker, and Acknowledgement of Terms and Conditions, if applicable, in the form set out in Exhibit B.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives as of the Effective Date.

McWane, Inc.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Exhibit A

McWane, Inc. Terms and Conditions of Service – Freight Forwarders/Customs Brokers

1. ENTIRE AGREEMENT: McWane, Inc., including its divisions (“Customer”) may agree from time to time to purchase Services from Service Provider. The Agreement for Freight Forwarding/Customs Brokerage Services, including these Terms and Conditions of Service, each quote provided by Service Provider and acknowledged by Customer in writing, and any other specifications of Customer constitute the entire agreement between the parties with respect to Services (collectively, “Agreement”). No other terms of Service Provider, including but not limited to bills of lading or waybills, no modification, amendment, or waiver to this Agreement, and no cancellation, change, or return of any quote will be binding on either party until agreed in writing by such party’s authorized representative. Service Provider may not rely on any representation, promise, or term not set forth in this Agreement and Customer expressly objects to and rejects all terms not contained in this Agreement. Service Provider acknowledges that these Terms and Conditions of Service are subject to change from time to time and the parties agree that each acknowledged quote will be governed by the version of these Terms and Conditions of Service available at www.mcwane.com under the Terms and Conditions tab at the time of such Agreement. Service Provider’s acknowledgment of this Agreement, performance of Services referenced herein, or presentation of an invoice by Service Provider will constitute Service Provider’s acceptance of this Agreement.

2. COVERAGE OF AGREEMENT: This Agreement will govern and control all Services provided by Service Provider to Customer, now or in the future, regardless of whether performed under quotes acknowledged by Customer, other written agreements signed by the parties, and/or verbal requests issued by Customer, and will remain in effect until either party gives the other party at least sixty (60) days’ advance written notice of termination, and on such termination, (i) all written agreements between Customer and Service Provider and (ii) all verbal requests issued by Customer will terminate automatically and simultaneously with termination of this Agreement. Each party agrees that this Agreement will also govern all provision of Services to any subsidiary, affiliate, or division of McWane, Inc., in which case such subsidiary, affiliate or division will be the “Customer” under this Agreement (unless otherwise agreed in writing by such subsidiary, affiliate, or division). The term “Customer” also includes Customer’s employees, agents, officers, directors, successors and assigns. The term “Service Provider” refers to the entity or person providing Services to Customer, its employees, agents, subcontractors, suppliers, and all other persons performing Services on Service Provider’s behalf. The term “Services” wherever appearing in this Agreement means all services, work, or labor of any kind furnished or performed by Service Provider under this Agreement and any subsequent amendments, changes, or modifications hereof.

3. CONTRACT PRICE; TERMS OF PAYMENT; TAXES: The cost of and terms of payment for Services performed by Service Provider will be specifically stated in the applicable acknowledged quote. Service Provider will pay all contributions, taxes, and premiums payable under central, state, and local laws measured on the payroll of employees engaged in performance of Services under this Agreement, including unemployment compensation premiums and all excise, transportation, occupational, and other taxes applicable to receipts under this Agreement and on all Services furnished.

4. TITLE TO GOODS; RELATIONSHIP OF PARTIES: Title to all goods delivered by or for Customer will remain at all times solely in Customer. Service Provider will act as Customer’s agent for performing duties under this Agreement in connection with the entry and release of goods, post-entry services, filing export/import documentation on Customer’s behalf, and other dealings with government agencies requiring filings on Customer’s behalf; as to all other Services, Service Provider will at all times be an independent contractor with respect to such other Services and not an agent or employee of Customer. Any such other Services provided by Service Provider will be carried on by Service Provider according to its own methods subject only to specifications and agreements outlined in this Agreement and any applicable acknowledged quote. Service Provider will have full and exclusive control of its employees engaged in the performance of any such other Services.

5. INSPECTION: Service Provider will or will cause its subcontractors and agents to inspect all goods before import and export shipment to confirm proper packaging and documentation and will notify Customer promptly if it discovers any discrepancies or damage. Notwithstanding any inspection, testing, or prior payment, all Services will be subject to Customer’s inspection and approval within a reasonable time after completion to ensure compliance with specifications, but such approval will not relieve Service Provider of its duty to ensure proper performance of Services, for which it is solely responsible. Customer’s right to perform inspections will not constitute a reservation by Customer of the right to control Service Provider’s work. Customer reserves the right to reject and refuse any Services that do not comply with the terms of this Agreement or Customer’s specifications.

6. SERVICE PROVIDER’S RESPONSIBILITIES:

- a. TIME IS OF THE ESSENCE IN THIS AGREEMENT. Service Provider will perform Services diligently and complete Services in accordance with the provisions of this Agreement.
- b. As part of the Services, Service Provider will prepare and submit customs entries, export/import declarations, applications, documentation, and/or export/import data (“Documentation”) to government agencies and/or third parties, including but not limited to carriers, truckmen, cartmen, lightermen, forwarders, ocean transportation intermediaries, non-vessel

operating carriers, customs brokers, agents, warehousemen, and others to whom goods are entrusted for transportation, cartage, handling, delivery, and/or storage ("Third Parties"). Service Provider will be entitled to rely on the correctness of all Documentation provided by Customer, whether in written or electronic format. Customer will review all Documentation provided by it to Service Provider and will promptly advise Service Provider of any errors, discrepancies, incorrect statements, or omissions it discovers on any Documentation filed on Customer's behalf by Service Provider. Service Provider will use reasonable care to ensure the correctness of all such information in preparing, filing, and submitting Documentation, whether in written or electronic format, and will be liable for all violations, fines, and penalties as a result of Service Provider's provision of Services under this Agreement. The parties acknowledge that Customer may disclose to Service Provider confidential information about the business and operations of Customer, its affiliates, and/or divisions in the course of the performance of Services. Service Provider agrees that it and its officers, employees, subcontractors and agents will protect such confidential information from disclosure and will not disclose or use any such confidential information except for the purpose of providing the Services, without Customer's express written permission. Service Provider will ensure that each of its officers, employees, subcontractors and agents are made aware of the confidentiality obligations contained in this Agreement and agree to comply with such obligations. Service Provider will be responsible for any breach by any of its officers, employees, subcontractors, and/or agents of the confidentiality obligations contained in this Agreement.

- c. Service Provider agrees to extend credit to Customer for payment of applicable import duties, taxes, and other charges for immediate release of cargo/goods, and Service Provider will invoice Customer for charges on a monthly basis. Service Provider will itemize each entry separately on monthly invoicing.
- d. Customer will maintain all records required under the Customs and/or other laws and regulations of the United States. Service Provider will maintain records as required under applicable laws.
- e. Service Provider will be under no obligation to undertake any pre-Customs and post-Customs release actions, including but not limited to obtaining rulings, advising of liquidations, and/or filing of petition(s) and/or protest(s), unless (1) requested by Customer in writing and agreed in writing by Service Provider or (2) required to correct its errors or omissions in the Services.
- f. All bills of lading prepared and/or issued by Service Provider will specify the number of pieces, packages, and/or cartons being transported in such shipment.

7. INDEMNITY: Service Provider must, to the fullest extent permitted by applicable law, indemnify, defend, and hold Customer and its affiliates, officers, directors, and employees harmless from and against all claims, losses, suits, damages, liabilities, settlements, expenses, and costs (including but not limited to reasonable attorneys' fees and other costs of litigation) that directly or indirectly arise from or relate to (a) breach or violation by Service Provider of any term of this Agreement, including any warranty or guarantee provided by Service Provider under this Agreement, including those which are implied; (b) sickness, disease, death, or injury ("Injuries") to any person, including but not limited to those Injuries that result concurrently from Customer's negligence; or (c) injury to property (including loss of use) of Customer or others arising out of or connected with performance of Services, including but not limited to those that result concurrently from Customer's negligence; provided, however, that Service Provider will have no obligation to indemnify Customer for claims or losses described in clauses 7(b) and/or 7(c) above that arise solely from Customer's negligence or intentional misconduct. Service Provider may not make any admissions or enter any settlements without Customer's prior written consent. The parties will reasonably cooperate in the defense of claims under this Section. Customer reserves the right to provide counsel of its own choosing at its own expense.

8. INSURANCE: Service Provider will maintain and require its subcontractors to maintain in effect through the entire term of this Agreement insurance coverage (in an "occurrence" policy form) with insurance companies and in amounts satisfactory to Customer in its sole discretion insuring: (a) Service Provider's indemnity obligations under this Agreement; (b) workers' compensation for occupational diseases and Injuries sustained by Service Provider's employees or employees of its subcontractors as required by law; and (c) Service Provider's and/or Customer's liability for property damage or Injuries sustained by any person, including Service Provider's employees, which was in any manner caused by, arising from, or related to Services performed by Service Provider and/or the condition of Customer's land, buildings, equipment, or vehicles, regardless of whether the alleged Injury or damage was caused or alleged to be caused in whole or part by Customer's conduct. Before performing any Services, Service Provider will furnish certificates of insurance in the standard ACORD or similar form showing "McWane, Inc., its divisions and subsidiaries" as certificate holder and including a: (i) statement that notice of cancellation will be provided in accordance with insurance policy provisions; (ii) statement that the certificate holder is additional insured on the policies for occurrences arising from or related to the Services; and (iii) waiver of all rights of subrogation against the certificate holder. Policies maintained under this Section will be primary, not excess or contributory, to any other applicable policies Customer might have. The insurance required by this Section will not limit Service Provider's liability to Customer under this Agreement or limit the rights or remedies available to Customer at law or in equity. If Customer, in writing, requests Service Provider to procure insurance on Customer's behalf regarding goods, Service Provider will procure such insurance and Customer will pay all premiums and costs of procuring such insurance.

9. WARRANTIES AND GUARANTEES: Service Provider warrants that all Services will: (a) be of good quality; (b) conform to the requirements of this Agreement and Customer's specifications; (c) be free from defects in workmanship; and (d) be performed by qualified and competent personnel in a professional manner using the highest standards of quality and workmanship. Service Provider will obtain from subcontractors, for Customer's benefit, all available warranties and guarantees with respect to workmanship furnished. If a subcontractor seeks to defend on grounds that Service Provider committed error, Customer may enforce this warranty against Service Provider and Service Provider will resolve all such issues with the subcontractor. This warranty will survive Customer's acceptance of Services. Service Provider further represents that (i) it has the full legal capacity to enter into this Agreement and to perform its obligations under it, and has taken all action necessary to authorize such execution and delivery and the performance of such obligations; (ii) the Agreement constitutes a legal, valid, and binding obligation, enforceable against it in accordance with the terms of the Agreement; and (iii) the execution and delivery of the Agreement and the performance of the obligations under it do not and will not conflict with any applicable laws or violate any provision of Service Provider's constitutional documents.

10. DEFAULT; REMEDIES: Each of the following constitutes an event of "Default" by Service Provider: (i) failure to complete Services within the time or with the quality specified or guaranteed in this Agreement; (ii) failure to comply with any provisions of this Agreement including breach of any warranty or guarantee; or (iii) adjudication of Service Provider as bankrupt or Service Provider's making a general assignment for the benefit of creditors or appointment of a receiver on account of Service Provider's insolvency. Upon Service Provider's Default, Customer may immediately, in addition to any other right or remedy it may have at law or in equity: (1) terminate the relationship and the Agreement and/or any pending quote with Service Provider and obtain a return of all money already paid to Service Provider for Services not yet provided, or, at its sole option and without liability to Service Provider, suspend Services and exclude Service Provider from Customer's premises until Service Provider furnishes satisfactory evidence that such Default has been cured; (2) finish Services or correct any non-conformity at Service Provider's expense by whatever method Customer deems expedient; (3) procure same or similar Services from another source, in which case Service Provider will be liable to Customer for any additional costs or expenses incurred by Customer; or (4) require Service Provider to correct or cure any non-conformity at Service Provider's expense. Service Provider agrees to cooperate with Customer in any way reasonably required to complete Services. In such case, Customer will pay for that portion of Services previously completed by Service Provider, subject to the terms and provisions above. In addition to its other remedies, Customer will have a right of set-off and may withhold from time to time out of monies due Service Provider, amounts sufficient to fully compensate Customer for any loss or damage resulting from any Default or breach by Service Provider. As an alternative, Customer may, in its sole discretion, extend the completion schedule or waive any deficiencies in performance; provided, however, that no such waivers or extensions will be binding unless in writing and signed by Customer's authorized representative. Customer will have the right at any time to require adequate assurances of Service Provider's performance. In any action or proceeding between the parties, the prevailing party will be entitled to recover all its reasonable attorneys' fees, expenses, and other costs of litigation. In addition to all other rights provided by law, Buyer specifically reserves all rights available to it under the Carmack Amendment and the ICC Termination Act of 1995 (Section 14101 b).

11. CHANGES AND EXTRAS: Customer reserves the right to make changes to Services by written request to Service Provider. Before proceeding with any Services involving possible claims for extra compensation, Service Provider will submit in writing to Customer a detailed proposal related to the projected increase or decrease caused by such contemplated change. If the parties cannot promptly agree on the change in price and/or that the matters under discussion constitute a change in Services, Customer may, at its sole discretion, order Service Provider to proceed under protest in accordance with Customer's interpretation of the matter in dispute. The parties will then continue to negotiate an agreement. Service Provider will not make any changes in Services (regardless of net cost effect) without Customer's prior written consent.

12. COMPLIANCE WITH LAWS: In the performance of this Agreement, Service Provider will comply with all applicable federal, state, and local laws, codes, regulations, and ordinances, including but not limited to all applicable: (a) environmental laws; (b) international trade laws, including but not limited to laws and regulations regarding customs, export controls, economic sanctions, trade embargoes, anti-boycott restrictions, and anti-corruption laws, including but not limited to the U.S. Foreign Corrupt Practices Act (as amended) and the United Kingdom Bribery Act; (c) laws and regulations addressing human trafficking and slavery; and (d) equal employment opportunity laws, regulations, and requirements, including those set forth in Executive Order 11246, the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, and regulations issued thereunder, and laws prohibiting discrimination against any person because of veteran status, disability, race, creed, color, national origin, religion, age, or sex in any term or condition of employment, which are incorporated herein by this reference. **Specifically, Service Provider and its subcontractors and vendors will abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin, and require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status, or disability.** Service Provider will take reasonable measures to ensure that those who supply services to Service Provider relating to

Services provided to Customer also comply with such laws and regulations. Service Provider will obtain, at its sole expense, all necessary permits and licenses as required by applicable law before beginning Services and make copies of all such permits and licenses available to Customer upon request. Without limiting the statement above, prior to beginning Services under this Agreement, Service Provider will provide to Customer a copy of the license obtained by it under the Customs Brokers Licensing Regulations, 2018 or any other preceding or succeeding law regulating the conduct of customs house agents/customs brokers/freight forwarders.

13. CONTROLLING LAW; CONSENT TO VENUE; DISPUTE RESOLUTION: This Agreement and all rights and obligations hereunder will be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. All disputes, claims, and controversies (“Disputes”) between the parties arising out of or relating to this Agreement, including but not limited to Disputes based on or arising from an alleged tort, will be resolved by binding arbitration in accordance with Title 9 of the U.S. Code and Commercial Arbitration Rules of the American Arbitration Association (“AAA”). Disputes will be arbitrated in Wilmington, Delaware. Defenses based on statutes of limitation and similar doctrines will be applicable in any such proceeding, and commencement of an arbitration proceeding under this Agreement will be deemed commencement of an action for such purposes. The parties will select arbitrators in accordance with the Commercial Arbitration Rules of the AAA. The AAA will designate a panel of ten (10) potential arbitrators knowledgeable in the subject matter of the Dispute. Each party will designate, within thirty (30) days of the receipt of the list of potential arbitrators, one of the potential arbitrators to serve, and the two arbitrators so designated will select a third arbitrator from the eight remaining candidates. No Dispute will be arbitrated as a class action, representative or general public action, collective action, private attorney-general action, or otherwise be joined with claims of any other person (“Collective Proceedings”). Accordingly, AAA’s Supplementary Rules for Class Arbitrations will not be applicable. If this limitation on Collective Proceedings is held by an arbitrator or court of competent jurisdiction to be unenforceable or interpreted to not prevent a Collective Proceeding, then such action will proceed in a court of law as provided below and not arbitration. If any arbitrator renders a decision regarding the question of arbitrability of the above limitation or orders any form of Collective Proceeding, then the arbitrator has exceeded its powers under the Federal Arbitration Act. Notwithstanding the foregoing, Buyer reserves the right to resolve or bring any Dispute in a court of competent jurisdiction in the state and federal courts of Delaware, and the parties agree that, except when the Dispute is arbitrated, the exclusive venue for all Disputes between the parties will be the state and federal courts of Delaware, to which jurisdiction each party hereby irrevocably submits. Each party waives any objection or defense that it is not personally subject to the jurisdiction of the state and federal courts of Delaware; that venue of the action is improper; and that the action, suit, or proceeding is brought in an inconvenient forum. In addition to any other mode of service of process authorized by law, each party consents to service of process by registered or certified mail. EACH PARTY EXPRESSLY WAIVES ALL RIGHTS IT MAY HAVE TO A TRIAL BY JURY.

14. LIMITATION OF LIABILITY: All claims against Service Provider for a potential or actual loss will be made in writing sent by certified mail and received by Service Provider within ninety (90) days of the event giving rise to the claim. Service Provider will make every effort to resolve claims as soon as possible. All suits against Service Provider will be filed and properly served on Service Provider as follows: (a) for claims arising out of ocean transportation, within one (1) year from the date of the loss; (b) for claims arising out of air transportation, within two (2) years from the date of the loss; (c) for claims arising out of the preparation and/or submission of an import entry or export shipment, within one (1) year from the date of discovery; and (d) for all other claims of any other type, within two (2) years from the date of the loss or damage. Service Provider assumes no liability as a carrier unless Service Provider physically handles and carries the shipment, and the loss, damage, expense, or delay occurs during such carriage activity.

15. MISCELLANEOUS:

- a. Subject to Customer’s payment as provided in this Agreement, Service Provider will pay, satisfy, and discharge all mechanics’, suppliers’, materialman’s, and other liens and all claims, obligations, and liabilities which may be asserted against Customer or its property by reason, or as a result, of Service Provider’s acts or omissions in performance of Services governed or controlled by this Agreement.
- b. Service Provider may not assign this Agreement, or any acknowledged quote issued under this Agreement, or subcontract or delegate any part of Services to be performed for Customer without Customer’s prior written consent. Consent will not relieve Service Provider from any obligations under this Agreement. Any transferee or subcontractor will be considered Service Provider’s agent and, as between Customer and Service Provider, Service Provider will remain liable as if no such transfer or subcontract had been made. Any attempted assignment, subcontract, or delegation in violation of this Section is void; however, this Agreement and the Terms and Conditions contained herein are enforceable against Service Provider’s successors and permitted assigns.
- c. Service Provider will promptly make all reasonable efforts to prevent or resolve any strikes or other labor disputes among its employees or the employees of its subcontractors. If a labor dispute occurs, Service Provider will take all reasonable actions to minimize any disruption of performance of Services. Service Provider will immediately advise Customer in writing of any possible labor dispute which may affect performance of Services.

- d. No waiver of any provision, right or remedy contained in this Agreement, including the terms of this Section, is binding on or effective against a party unless expressly stated in writing and signed by each party's authorized representative. Each party agrees that no right or remedy provided for in this Agreement can be waived through course of dealing, course of performance, or trade usage and that reliance on any waiver without the other party's written consent is unreasonable. Waiver of any breach will be limited to the specific breach so waived and will not be construed as a waiver of any subsequent breach. A party's approval or consent to any action proposed by the other party will not be considered an agreement to the propriety, fitness, or usefulness of the proposed action, and will not affect the proposing party's obligation to strictly comply with this Agreement and all related Statements of Work.
- e. Other than as set forth in this Agreement, neither party will be liable for delays in performance caused by acts of God, strikes or labor disturbances, pandemics, or epidemics, or other delays in performance due to any event beyond the party's control. If any such event occurs, the period for the party's performance affected by the event will be extended for such period as reasonably required under the circumstances.
- f. Customer's remedies under this Agreement are cumulative and in addition to any other remedies available to Customer at law, equity, or otherwise.
- g. If any provision or part of a provision contained in this Agreement is held by a court of competent jurisdiction to be contrary to law or public policy, the remaining provisions of the Agreement will remain in full force and effect.
- h. Any notice, request, demand, or other communication from one party to the other required or permitted to be given under this Agreement will be sent to the address for each party indicated on the applicable acknowledged quote and (i) delivered in person; (ii) sent by overnight service (signature required); or (iii) sent via email with confirmation of delivery. All notices will be effective on the date of receipt. Parties may change such notice addresses on written notice to the other party. In the case of notice to Customer, please also send a copy to:
 - McWane, Inc.
 - 2900 Hwy 280 S, Suite 250
 - Birmingham, AL 35223
 - Attn: General Counsel
- i. No provision of this Agreement may be construed against either party as the drafting party. The English language version of this Agreement will govern over any translations.

Exhibit B
CUSTOMS POWER OF ATTORNEY, DESIGNATION AS FORWARDING AGENT/CUSTOMS BROKER, AND ACKNOWLEDGEMENT OF TERMS AND CONDITIONS

This Agreement is entered into effective as of _____, 20__, (“Effective Date”) by and between McWane, Inc. (“Grantor”) and _____ . The parties agree as follows:

Grantor constitutes and appoints _____, through its licensed officers and authorized employees (collectively “Agent”), to act for and on Grantor’s behalf as a true and lawful agent and attorney of Grantor for and in the name, place, and stead of Grantor in the United States (“Customs Territory”) either in writing, electronically, or by other authorized means to:

1. Make, endorse, sign, declare, or swear to any customs entry, withdrawal, declaration, certificate, bill of lading, carnet, or any other document required by law or regulation in connection with the importation, exportation, or transportation of any merchandise in or through the Customs Territory, shipped or consigned by or to Grantor;
2. Perform any act or condition required by law or regulation in connection with merchandise deliverable to Grantor in order to receive such merchandise;
3. Make endorsements to bills of lading conferring authority to transfer title, make entry or collect drawback, and to make, sign, declare, or swear to any affidavit or other document required by law or regulation for drawback purposes, including but not limited to any statement, supplemental statement, schedule, supplemental schedule, certificate of delivery, certificate of manufacture, certificate of manufacture and delivery, abstract of manufacturing records, declaration of proprietor on drawback entry, or declaration of exporter on drawback entry, regardless of whether such bill of lading, sworn statement, schedule, certificate, abstract, declaration, or other affidavit or document is intended for filing in the Customs Territory;
4. Sign, seal, and deliver for and as the act of Grantor any bond required by law or regulation in connection with the entry or withdrawal of imported merchandise or merchandise exported with or without benefit of drawback, or in connection with the entry, clearance, lading, unlading, or navigation of any vessel or other means of conveyance owned and operated by Grantor, and all bonds which may be voluntarily given and accepted under applicable laws and regulations, consignee's and owner's declarations provided for in section 485, *Tariff Act of 1930*, as amended, or affidavits in connection with entry of merchandise;
5. Sign and swear to any document and perform any act that may be necessary or required by law or regulation in connection with the entering, clearing, lading, unlading, or operation of any vessel or other means of conveyance owned or operated by Grantor;
6. Authorize other Customs Brokers to act as Grantor's agent to receive, endorse, and collect checks issued for U.S. Customs duty refunds in Grantor's name drawn on the Treasurer of the United States; if the Grantor is a non-resident of the United States, to accept service of process on behalf of the Grantor;
7. Generally, transact customs business, including filing of claims or protests under section 514 of the *Tariff Act of 1930*, or pursuant to other laws of the Customs Territory, in which Grantor is or may be concerned or interested and which may properly be transacted or performed by an agent and attorney; and
8. Act within the Customs Territory as Grantor’s lawful agent to sign or endorse export documents, including but not limited to commercial invoices, bills of lading, insurance certificates, drafts, and any other documents necessary for the completion of an export on Grantor's behalf as may be required under laws and regulations in the Customs Territory.

This power of attorney is intended to give Agent full power and authority to do anything necessary to be done regarding customs services and freight forwarding in the Customs Territories as fully as Grantor could do if present and acting, hereby ratifying and confirming all that Agent lawfully does by virtue of this Agreement and within the parameters set forth herein.

The parties agree that the McWane, Inc. Terms and Conditions of Service – Freight Forwarders/Customs Brokers found at www.mcwane.com under the Terms and Conditions tab (“Terms and Conditions”) are incorporated herein by this reference and govern all transactions between Grantor and Agent.

This Agreement will remain in full force and effect for two (2) years following the Effective Date unless earlier revoked in writing by Grantor or terminated as provided in the Terms and Conditions.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.

MCWANE, INC.
“Grantor”

“Agent”

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____