

TERMS & CONDITIONS OF SERVICE

These terms and conditions of service constitute a legally binding contract between Daleel Alsharaa FZCO, the Company, and the “Customer”. In the event the Company renders services and issues a document containing Terms and Conditions governing such services, the Terms and Conditions set forth in such other documents(s) shall govern those services.

1. Definitions.

- (a) "Company" shall mean Daleel Alsharaa FZCO and its respective subsidiaries, related companies, agents and/or representatives;
- (b) "Customer" shall mean the person for which Daleel Alsharaa FZCO is rendering service, as well as its agents and/or representatives, including, but not limited to, 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 of service to all such agents or representatives
- (c) "Documentation" shall mean all information received directly or indirectly from Customer, whether in paper or electronic form;
- (d) "Ocean Transportation Intermediaries" ("OTI") shall include an "ocean freight forwarder" and a "non-vessel operating carrier";
- (e) "Third parties" shall include, but not be limited to, the following: "carriers, truckmen, cartmen, lightermen, forwarders, OTIs, customs brokers, agents, warehousemen and others to which the goods are entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise".

2. Company as agent.

Daleel Alsharaa FZCO 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 Government Agencies; as to all other services, Daleel Alsharaa FZCO acts as an independent contractor.

3. Limitation of Actions.

- (a) Unless subject to a specific statute or international convention, all claims against Daleel Alsharaa FZCO for a potential or actual loss must be made in writing and received by Daleel Alsharaa FZCO within ninety (90) days of the event giving rise to the claim; the failure to give Daleel Alsharaa FZCO timely notice shall be a complete defense to any suit or action commenced by the Customer.
- (b) All suits against Daleel Alsharaa FZCO must be filed and properly served on Daleel Alsharaa FZCO as follows:
- (i) For claims arising out of ocean transportation, within one (1) year from the date of the loss;
- (ii) For claims arising out of air transportation, within two (2) years from the date of the loss;
- (iii) For claims arising out of the preparation and/or submission of an import entry(s), within seventy-five (75) days from the date of liquidation of the entry(s);
- (iv) For any and all other claims of any other type, within two (2) years from the date of the loss or damage.

4. No Liability for the Selection or Services of Third Parties and/or Routes.

Unless services are performed by persons or firms engaged pursuant to express written instructions from the Customer, Daleel Alsharaa FZCO 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.

5. Quotations Not Binding.

Quotations as to fees, rates of duty, freight charges, insurance premiums, or other charges given by Daleel Alsharaa to the Customer are for informational purposes only and are subject to change without notice; no quotation shall be binding upon Daleel Alsharaa unless Daleel Alsharaa in writing agrees to undertake the handling or transportation of the shipment at a specific rate or amount set forth in the quotation, and payment arrangements are agreed to between Daleel Alsharaa and the Customer.

6. Reliance on Information Furnished.

- (a) Customer acknowledges that it is required to review all documents and declarations prepared and/or filed with the Customs Service, other Government Agency, and/or third parties, and will immediately advise Daleel Alsharaa of any errors, discrepancies, incorrect statements, or omissions on any declaration filed on the Customer's behalf;
- (b) In preparing and submitting customs entries, export declarations, applications, documentation, and/or export data to the Iraq and/or a third party, Daleel Alsharaa relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by Customer; Customer shall use reasonable care to ensure the correctness of all such information and shall indemnify and hold Daleel Alsharaa harmless from any and all claims asserted and/or liability or losses suffered by reason of the Customer's failure to disclose information or any incorrect or false statement by the Customer upon which Daleel Alsharaa reasonably relied. The Customer agrees that the Customer has an affirmative non-delegable duty to disclose any and all information required to import, export, or enter the goods.

7. Declaring Higher Value to Third Parties.

Third parties to whom the goods are entrusted may limit liability for loss or damage; Daleel Alsharaa will request excess valuation coverage only upon specific written instructions from the Customer, which must agree to pay any charges therefore; in the absence of written instructions or the refusal of the third party to agree to a higher declared value, at Daleel Alsharaa's discretion, the goods may be tendered to the third party, subject to the terms of the third party's limitations of liability and/or terms and conditions of service.

8. Insurance.

Unless requested to do so in writing and confirmed to Customer in writing, Daleel Alsharaa is under no obligation to procure insurance on Customer's behalf; in all cases, Customer shall pay all premiums and costs in connection with procuring requested insurance.

9. Disclaimers; Limitation of Liability.

- (a) Except as specifically set forth herein, Daleel Alsharaa makes no express or implied warranties in connection with its services;
- (b) Subject to (d) below, Customer agrees that in connection with any and all services performed by Daleel Alsharaa, Daleel Alsharaa shall only be liable for its negligent acts, which are the direct and proximate cause of any injury to Customer, including loss or damage to Customer's goods, and Daleel Alsharaa shall in no event be liable for the acts of third parties;
- (c) In connection with all services performed by Daleel Alsharaa, Customer may obtain additional liability coverage, up to the actual or declared value of the shipment or transaction, by requesting such coverage and agreeing to make payment therefor, which request must be confirmed in writing by Daleel Alsharaa prior to rendering services for the covered transaction(s).

(d) In the absence of additional coverage under (c) above, Daleel Alsharaa's liability shall be limited to the following:

- (i) where the claim arises from activities other than those relating to customs brokerage, \$50.00 per shipment or transaction, or
- (ii) where the claim arises from activities relating to "Customs business," \$50.00 per entry or the amount of brokerage fees paid to Daleel Alsharaa for the entry, whichever is less;
- (e) In no event shall Daleel Alsharaa be liable or responsible for consequential, indirect, incidental, statutory or... punitive damages even if it has been put on notice of the possibility of such damages.

10. Advancing Money. All charges must be paid by Customer in advance unless Daleel Alsharaa agrees in writing to extend credit to Customer; the granting of credit to a Customer in connection with a particular transaction shall not be considered a waiver of this provision by Daleel Alsharaa.

11. Indemnification/Hold Harmless. The Customer agrees to indemnify, defend, and hold Daleel Alsharaa harmless from any claims and/or liability arising from the importation or exportation of Customer's merchandise and/or any conduct of the Customer, which violates any Federal, State and/or other laws, and further agrees to indemnify and hold Daleel Alsharaa harmless against any and all liability, loss, damages, costs, claims and/or expenses, including but not limited to reasonable attorney's fees, which Daleel Alsharaa 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 Daleel Alsharaa, it shall give notice in writing to the Customer by mail at its address on file with Daleel Alsharaa. 1

2. Inspection Consent. Daleel Alsharaa may, but shall not be obligated to, inspect any shipment. Cargo items tendered for transportation may be subject to security controls by carriers and to other government regulations. The customer expressly agrees and consents to searches / inspections / screenings of all cargo in accordance with applicable security controls, initiatives and regulations, including, but not limited to, the regulations of the U.S. Transportation and Security Administration.

13. C.O.D. or Cash Collect Shipments. Daleel Alsharaa shall use reasonable care regarding written instructions relating to "Cash/Collect" or "Deliver (C.O.D.)" shipments, bank drafts, cashier's and/or certified checks, letter(s) of credit and other similar payment documents and/or instructions regarding collection of monies but shall not have liability if the bank or consignee refuses to pay for the shipment.

14. Forfeiture of Discounts and Costs of Collection. All discounts offered, as indicated on the invoice faces, are forfeited should Customer fail to comply in all respects with payment terms. In any dispute involving monies owed to Daleel Alsharaa, Daleel Alsharaa shall be entitled to all costs of collection, including reasonable attorney's fees and interest at 15% per annum or the highest rate allowed by law, whichever is less, unless a lower amount is agreed to by Daleel Alsharaa.

15. General Lien and Right to Sell Customer's Property. (a) Daleel Alsharaa shall have a general and continuing lien on any and all property of Customer coming into Daleel Alsharaa's actual or constructive possession or control for monies owed to Daleel Alsharaa with regard to the shipment on which the lien is claimed, a prior shipment(s), and/or both; (b) Daleel Alsharaa 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 Daleel Alsharaa'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 Daleel Alsharaa, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, Daleel Alsharaa 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.

16. No Duty to Maintain Records for Customer. Customer acknowledges that pursuant to Sections Iraqi customs it has the duty and is solely liable for maintaining all records required under the Customs and/or other Laws and Regulations of the Iraq; unless otherwise agreed to in writing, Daleel Alsharaa shall only keep such records that it is required to maintain by Statute(s) and/or Regulation(s), but not act as a "recordkeeper" or "recordkeeping agent" for Customer.

17. Obtaining Binding Rulings, Filing Protests, etc. Unless requested by Customer in writing and agreed to by Daleel Alsharaa in writing, Daleel Alsharaa 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 petition(s) and/or protests, etc.

18. Preparation and Issuance of Bills of Lading. Where Daleel Alsharaa prepares and/or issues a bill of lading, Daleel Alsharaa shall be under no obligation to specify thereon 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, Daleel Alsharaa shall rely upon and use the cargo weight supplied by Customer.

19. 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 Daleel Alsharaa; any attempt to unilaterally modify, alter or amend same shall be null and void.

20. Compensation of Daleel Alsharaa. Customer, shippers, consignees and bill-to parties are jointly and severally liable for the compensation of Daleel Alsharaa for its services. Daleel Alsharaa's charges may be reversed to the responsible parties if a shipment is refused or payment is not made by the original bill-to party. The compensation of Daleel Alsharaa for its services shall be included with and is in addition to the rates and charges of all carriers and other agencies selected by Daleel Alsharaa to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends, or other revenue received by Daleel Alsharaa from carriers, insurers and others in connection with the shipment. On ocean exports, upon request, Daleel Alsharaa shall provide a detailed breakout of the components of all charges assessed and a true copy of each pertinent document relating to these charges. In any referral for collection or action against the Customer for monies due Daleel Alsharaa, upon recovery by Daleel Alsharaa, the Customer shall pay the expenses of collection and/or litigation, including a reasonable attorney fee.

21. Severability. In the event any Paragraph(s) and/or portion(s) hereof is found to be invalid and/or unenforceable, then in such event the remainder hereof shall remain in full force and effect. 22. Governing Law; Consent to Jurisdiction and Venue. These terms and conditions of service and the relationship of the parties shall be construed according to the laws of the State of Iraq without giving consideration to principles of conflict of law. All disputes shall be resolved in Dallas County Iraq and at no other place.