

TRANSPORTATION SERVICES AGREEMENT

This Transportation Services Agreement (the "AGREEMENT") is entered into by _____ ("Customer") and between "Company" shall mean Findlay International, Inc., its subsidiaries, related companies, agents and/or representatives. Company is an ocean freight forwarder and agrees to arrange for the transportation of Customers household goods, subject to the terms of Company's Valued Inventory form and quote to Customer, which are incorporated by reference. The terms of the AGREEMENT constitute a legally binding contract between the "Company" and the "Customer".

I. POWER OF ATTORNEY – DESIGNATION OF FORWARDING AGENT

KNOW ALL MEN BY THESE PRESENTS: That Customer, is an individual presently living at _____, hereby constitutes, appoints, and authorizes the Company to act for and on its behalf as a true and lawful agent and attorney of Customer for and in the name, place, and stead of Customer, from this date, in the United States and in any foreign country, either by writing, electronically, or by other authorized means, to:

Authorize Customs Brokers to act as Customer's agent and to conduct customs business on their behalf and to perform any and all customs related business to perform entry and customs clearance of Customer's cargo.

Act as forwarding agent for export control, Census reporting, and Customs Border and Protection ("CBP") purposes. Make, endorse or sign any shipper's export declaration or other documents, or to perform any act that may be required by law or regulation arising out of or in connection with the exportation or transportation of any merchandise shipped or consigned by or to Customer and to receive or ship any merchandise on behalf of Customer.

Customer hereby certifies that all statements and information contained in the documentation provided to Company relating to importation and/or exportation are true and correct. Customer understands that it as the importer or exporter of record, Customer has a non-delegable duty to exercise reasonable care and comply with all laws and regulations. Customer understands that it is subject to civil and criminal penalties for making false or fraudulent statements or for the violation of any laws or regulations on importation and/or exportation.

II. TERMS AND CONDITIONS OF SERVICE

1. Definitions.

- (a) "Documentation" shall mean all information received directly or indirectly from Customer, whether in paper or electronic form;
- (b) "Ocean Transportation Intermediaries" ("OTI") shall include an "ocean freight forwarder" and a "non-vessel operating carrier";
- (c) "Third parties" shall include, but not be limited to, the following: "carriers, truckmen, cartmen, lightermen, forwarders, steamship companies, 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. 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 Government Agencies: as to all other services, Company acts as an independent contractor.

3. Limitation of Actions.

(a) Unless subject to a specific statute or international convention, all claims against the Company for a potential or actual loss, must be made in writing and received by the Company, within forty-five (45) days of the event giving rise to claim; the failure to give the Company timely notice shall be a complete defense to any suit or action commenced by Customer.

(b) All suits against Company, whether in contract, tort or indemnity, must be filed and properly served on Company within six months of the date that the loss or damage occurred. Failure to file suit is a complete bar to any and all recovery by Customer.

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, 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 actions(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.

5. Quotations Not Binding. Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by the Company to the Customer are for informational purposes only and are subject to change without notice; no quotation shall be binding upon the Company unless the Company 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 the Company 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 the Company of any errors, discrepancies, incorrect statements, or omissions on any declaration filed on Customers behalf;

(b) In preparing and submitting customs entries, export declarations, applications, documentation and/or export data to the United States and/or a third party, the Company 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 insure the correctness of all such information and shall indemnify and hold the Company 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 the Company 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.

(c) Customer acknowledges that it is required to exercise reasonable care under the Customs Modernization Act. Absent a written request and agreement to pay an additional charge, Customer agrees that the Company has no duty to research, consult or advise Customer on issues of law or regulation. Any information provided or omitted by Company is subject to paragraph 9. Disclaimer; Limitation of Liability.

7. Declaring Higher Value To Third Parties. Third parties to whom the goods are entrusted may limit liability for loss or damage; the Company will request excess valuation coverage only upon specific written instructions from the Customer, which must agree to pay any charges therefor; in the absence of written instructions or the refusal of the third party to agree to a higher declared value, at Company'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, Company 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, Company makes no express or implied warranties in connection with its services;

(b) Subject to (c) below, Customer agrees that in connection with any and all services performed by the Company, the Company 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 the Company shall in no event be liable for the acts of third parties;

(c) In connection with all services performed by the Company, 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 therefore, which request must be confirmed in writing by the Company prior to rendering services for the covered transaction(s).

(d) In the absence of additional coverage under (b) above, the Company's liability shall be limited to \$50.00 per shipment or transaction.

(e) In no event shall Company 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.

(f) Customer agrees that Customs, not the Company, determines the rate of duty and applicable

regulations to the import or export of goods. Company cannot guarantee Customer's compliance with government regulations. Company advises Customer to hire customs attorney in order to get a binding ruling legal advice or binding ruling from Customs.

10. Advancing Money. All charges must be paid by Customer in advance unless the Company 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 the Company.

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

12. C.O.D. or Cash/Collect Shipments. Company shall use reasonable care regarding written instructions relating to "Cash/Collect on Delivery (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.

13. Costs of Collection. In any dispute involving monies owed to Company, the Company 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 Company.

14. General Lien and Right To Sell Customer's 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.

15. No Duty To Maintain Records For Customer. Customer acknowledges that pursuant to Sections 508 and 509 of the Tariff Act, as amended, (19 USC §1508 and 1509) it has the duty and is solely liable for maintaining all records required under the Customs and/or other Laws and Regulations of the United States; unless otherwise agreed to in writing, the Company 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.

16. Obtaining Binding Rulings, Filing Protests, etc. Unless requested by Customer in writing and agreed to by Company in writing, Company 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.

17. Preparation and Issuance of Bills of Lading. Where Company prepares and/or issues a bill of lading, Company 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, Company shall rely upon and use the cargo weight supplied by Customer.

18. 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 Company; any attempt to unilaterally modify, alter or amend same shall be null and void.

19. Compensation of Company. The compensation of the Company for all its services shall be included with and is in addition to the rates and charges of all carriers and all other agencies selected by the Company to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends, or other revenue received by the Company from carriers, insurers, and others in connections with the shipment. On ocean exports, upon request, the Company 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 the Company, upon recovery by the Company, the Customer shall pay the expenses of collection and/or litigation, including a reasonable attorney fee.

20. 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.

21. 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 California without giving consideration to principles of conflict of law. Customer and Company

(a) irrevocably consent to the jurisdiction of the United States District Courts and the State courts in Los Angeles County, California;

(b) agree that any action relating to the services performed by Company, shall only be brought in said courts;

(c) consent to the exercise of *in personam* jurisdiction by said courts over it, and

(d) further agree that any action to enforce a judgment may be instituted in any jurisdiction.

IN WITNESS WHEREOF, [FULL NAME OF CUSTOMER] has read the AGREEMENT and caused these presents to be sealed and signed:

NAME

TITLE

SIGNATURE

DATED: _____, 20__

PARTNERSHIP — LIMITED LIABILITY COMPANY CERTIFICATION

CITY : _____
COUNTY : _____ SS: _____
STATE : _____

On this ____ day of _____, 20__, personally appeared before me _____, residing at _____, personally known or sufficiently identified to me, who certifies that _____ (is) (are) the individual(s) who executed the foregoing instrument and acknowledge it to be _____ free act and deed.

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public, _____, County, _____
My Commission Expires: _____

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CORPORATE CERTIFICATION

(By an officer of the corporation other than the one who has executed the power of attorney.)

I, _____, certify that I am the _____ of _____, a corporation organized under the laws of the State of _____, that _____, who signed this power of attorney on behalf of the donor, is the _____ of said corporation, and that said power of attorney was duly signed and attested for and on behalf of said corporation by authority of its governing body as the same appears in a resolution of the Board of Directors passed on a regular meeting held on the ____ day of _____, 20__, now in my possession or custody. I further certify that the resolution is in accordance with the articles of incorporation and by-laws of said corporation and was executed in accordance with the laws of the State or country of incorporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said corporation, at the city of _____ this ____ day of _____, 20__.

SIGNATURE