



**Watco Supply Chain International Services, L.L.C.**

621 W Apple Blossom Ave  
Lowell, AR 72745

Watco Supply Chain Services International, LLC and its affiliates provide third party logistics services and as a transportation intermediary, arrange for multi-modal service by land, sea and air, utilizing licensed, authorized and insured service providers. General terms and conditions applicable to all services and arranged transportation, regardless of mode, are set forth in the Master Services Agreement which, except to the extent modified by signed written agreement, shall apply to all services provided by Watco Supply Chain Services International, LLC and its affiliates. The duties and obligations of Watco Supply Chain Services International, LLC and its customers as well as applicable shipping and warehousing documents are set forth by mode and nature of service on this website and are incorporated by reference into the Master Services Agreement to be applied as general terms and conditions for the services rendered as applicable.

#### **MASTER SERVICES AGREEMENT**

Unless otherwise agreed in a signed bilateral contract, this Master Services Agreement, together with applicable Specific Service Terms and Conditions by mode or service set forth on this website, incorporate the entire agreement between Watco Supply Chain Services International, LLC and its affiliates and its customer for any of the logistics services or multimodal transportation identified herein, to with: (1) (2) (3) (4) Service by Land. The arranging for surface transportation as a property broker or freight forwarder when services are conducted pursuant to Broker License 430294. Service by Air. Air freight forwarding services provided by Watco Supply Chain Services International, LLC as an Indirect Air Carrier (IAC) or air forwarder. Service by Water. Ocean transportation provided by Watco Supply Chain Services International, LLC as an NVOCC licensed by the FMC at Docket No. 026175N. Warehousing. Warehousing services and other ancillary logistics service including packing and crating. Watco Supply Chain Services International, LLC undertakes to arrange for ocean, air and motor transportation and/or warehousing of the goods, retaining qualified carriers and subcontractors. Watco Supply Chain Services International, LLC may undertake carrier liability but Watco Supply Chain Services International, LLC neither owns nor operates ships, aircraft, trucks or other conveyances that actually transport the goods. Customer understands that different limits of cargo liability apply by statute, international treaty, and custom and usage for different modes of service and accordingly the potentially less than full actual value limits of liability set forth in Watco Supply Chain Services International, LLC's Specific Service Terms and Conditions shall apply to it and its retained service providers.

## **Cargo Insurance**

The Customer understands and agrees that the rates do not include insurance or other compensation for loss, other than as expressly provided herein and limited hereby. Accordingly, the shipper agrees that in the event it desires coverage for loss, it will obtain insurance, and that said insurance will contain a waiver of subrogation clause waiving any subrogation rights (or and on behalf of such insurance carrier). In the event that the shipper fails to obtain a waiver of subrogation, the shipper will defend, indemnify and hold harmless Watco Supply Chain Services International, LLC and any carrier(s) retained by it with respect to claims made by the Shipper or third parties acting as subrogees of the Shipper. Watco Supply Chain Services International, LLC, as a AR cargo shipper's agent, can assist customer, upon customer's request, with the placement of cargo insurance. Watco Supply Chain Services International, LLC is not an insurance company or broker. Unless requested by customer to do so in writing and confirmed to customer, Watco Supply Chain Services International, LLC is under no obligation to procure insurance on customer's behalf. Additional information concerning cargo insurance, insurance deductibles, policy exclusions and excluded commodities are available upon request.

## **Term of Agreement and Termination**

The terms of this Agreement shall apply commencing upon the execution of same by the parties or upon customer's request for services and Watco Supply Chain Services International, LLC's acceptance of same by Watco Supply Chain Services International, LLC, whichever comes first. This Agreement shall remain in force thereafter until terminated in writing by either party on 5 days written notice. Rates and Payment Watco Supply Chain Services International, LLC shall charge rates for services inclusive of charges payable to its retained service providers which will be made available to customer upon request at time of the customer's service request.

## **Payment Terms**

Customer shall pay Watco Supply Chain Services International, LLC for all charges applicable to services rendered without setoff within 10 days from date of invoice. Any objection to the rates and charges for services rendered must be submitted in writing within 10 days of receipt of invoice or shall be waived. If customer fails to make payment when due, customer shall pay Watco Supply Chain Services International, LLC a late fee equal to 1½% of the total past due amount per month or any part thereof or the maximum allowed by applicable law, whichever is less. Invoices not paid within 30 days of receipt will be subject to collection fees in the amount of 30% or \$300, whichever is less. All charges are exclusive of applicable federal, state or local sales use, excise or similar taxes and customer shall pay directly to reimburse Watco Supply Chain Services International, LLC for all taxes incurred as a result of the services provided. Payment shall be made in U.S. Dollars.

## **Lien**

Watco Supply Chain Services International, LLC and its service providers shall have a contractual lien on any cargo in its possession or the possession of its service providers for the payment of freight charges past and present which may be exercised in the event of customer's default.

## **Services**

By customer's tender of goods to Watco Supply Chain Services International, LLC, customer agrees to the terms of this Agreement, mode specific service terms and documents incorporated by reference. Customer understands that from time to time Watco Supply Chain Services International, LLC may change its terms and conditions through website notice. At Watco Supply Chain Services International, LLC's election, customer will be notified of such changes by electronic mail or by posting of changes on its website. If customer initiates any service after the date of such change, then by such initiation of such services, customer indicates acceptance and agreement with the terms and conditions then in effect.

## **Hazardous Materials**

Customer and/or the consignor warrants that all shipments shall comply with all applicable hazardous materials rules and regulations for the applicable mode of transport and all other health, safety and security regulations. All shipments shall be properly packaged, marked and labeled and clearly identified. No dangerous goods shall be tendered to Watco Supply Chain Services International, LLC for transportation, handling or storage without prior written agreement of Watco Supply Chain Services International, LLC. Customer warrants it shall comply with all customer supply chain security recommendations and guidelines issued by Watco Supply Chain Services International, LLC and agrees that Watco Supply Chain Services International, LLC is authorized to inspect and screen all cargo, rejecting and returning at customer's expense any shipment tendered to it in violation of the warranties contained herein. Watco Supply Chain Services International, LLC and its retained service providers reserve the right to open, inspect and re-seal any cargo tendered pursuant to this MSA without incurring fine or liability. This right shall be exercised upon probable cause or as required by applicable safety and security regulations and requirements. Customer and/or consignor shall indemnify and hold harmless Watco Supply Chain Services International, LLC and all service providers from any liability, loss, damage, fine or suit arising from breach of the warranties set forth herein.

## **Additional Customer Warranties**

Customer warrants that it is the beneficial owner or agent authorized to bind the beneficial owner with respect to all terms and conditions in this contract. Customer shall indemnify and hold harmless Watco Supply Chain Services International, LLC and its service provider from any liability or claim (including cargo) brought by the beneficial owner or its insurer which exceeds the contractual undertakings of Watco Supply Chain Services International, LLC and its service providers as set forth herein and in the applicable specific service terms and conditions. Customer, shipper and consignee shall be jointly and severally liable to pay or indemnify Watco Supply Chain Services International, LLC for all costs, including but not limited to, claims, fines, penalties, and attorneys' fees incurred by Watco Supply Chain Services International, LLC by reason of any violation of these Service Conditions.

### **Indemnification**

Obligations of Watco Supply Chain Services International, LLC Watco Supply Chain Services International, LLC warrants that upon payment of applicable charges it will pay all relevant service providers retained by it and thereafter indemnify and hold harmless customer, consignor and consignee from any liability for payment of freight charges to contracted parties. Watco Supply Chain Services International, LLC warrants that cargo claims for which it or its service providers are adjudged legally liable shall be paid subject to the limitations of liability set forth in the incorporated Specific Service Terms and Conditions or otherwise agreed in writing.

### **Liabilities Not Assumed**

Watco Supply Chain Services International, LLC shall not be liable for any damages, whether direct, incidental, special or consequential, in excess of the Declared Value of a shipment, in any event, and including, but not limited to, damages resulting in loss of income or profits. Watco Supply Chain Services International, LLC will not be liable for, nor shall any adjustment, refund or credit of any kind be made as a result of any loss, damage, delay, misdelivery, nondelivery, misinformation or any failure to provide information, except such as may result from Watco Supply Chain Services International, LLC's sole negligence. However, in no event will Watco Supply Chain Services International, LLC be liable for any such loss, damage, delay, misdelivery, nondelivery, misinformation or failure to provide information caused by or resulting in whole or part from:

- The act, default or omission of the Shipper, Consignee or any other third party with an interest in the shipment;
- The nature of the shipment or any defect, characteristic or inherent vice of the shipment;
- The Shipper, Consignee or third party's violation of any of the terms and conditions contained in these Service Conditions, as amended from time to time, or on a Waybill, including, but not limited to, the improper or insufficient packing, securing, marking or addressing of shipments;

- Perils of transportation, public enemies, public authorities acting with actual or apparent authority on the premises, authority of law, local disputes, civil commotions, hazards incident to a state of war, or weather conditions (as determined solely by Watco Supply Chain Services International, LLC); national or local disruptions in ground transportation networks due to events beyond Watco Supply Chain Services International, LLC's control, such as weather phenomena, strikes, or natural disasters; and disruption of communication and information systems;
- Acts or omissions of any person or entity other than Watco Supply Chain Services International, LLC including compliance with verbal or written delivery instructions from the Shipper, Consignee or persons claiming to represent the Shipper or Consignee;
- Loss of or damage to articles packed and sealed in packages by the Shipper, provided the seal is unbroken at the time of delivery, the package retains its basic integrity, and receipt of shipment by the Consignee without written notice of damage on the delivery record;
- Erasure of data from magnetic tapes, or other storage media or erasure of photographic images or sound tracks from exposed film;
- Watco Supply Chain Services International, LLC's inability to provide a copy of the delivery record or a copy of the signature obtained at delivery; and
- Damage in transit or in the handling of, or concealed or other damage to, florescent tubes, neon lighting, neon signs, X-ray tubes, glass or other inherently fragile items.

### **Complete Agreement**

This Master Services Agreement and the Specific Service Terms and Conditions contain the entire Agreement between the parties and in the case of conflict between this Agreement and any shipping document, tariff or other document issued by Watco Supply Chain Services International, LLC, its service provider or third parties, this Agreement and mode specific Service Terms and Conditions shall control. No employee or service provider of Watco Supply Chain Services International, LLC shall have the power to waive or vary any of the contract terms and conditions of this Agreement unless a duly authorized officer of Watco Supply Chain Services International, LLC, in writing, has specifically authorized such waiver or variation.

### **Venue and Jurisdiction**

This Agreement shall be governed by general principles of federal transportation law except to the extent waived by inconsistent provisions herein and the laws of the State of Arkansas (see 49 U.S.C. 14101(b)). The parties agree that venue and jurisdiction shall lie in the applicable

federal or state court for Arkansas. Customer agrees to submit to personal jurisdiction of such courts and hereby waives any jurisdictional venue or forum non convenience objections to such courts.