



**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) Service by Land. The arranging for surface transportation as a property broker or freight forwarder when services are conducted pursuant to Broker License 430294.
- (2) Service by Air. Air freight forwarding services provided by Watco Supply Chain Services International, LLC as an Indirect Air Carrier (IAC) or air forwarder.
- (3) Service by Water. Ocean transportation provided by Watco Supply Chain Services International, LLC as an NVOCC licensed by the FMC at Docket No. 026175N.
- (4) Warehousing. Warehousing services and other ancillary logistics services 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 nonconvenience objections to such courts.

## **SPECIFIC SERVICE TERMS AND CONDITIONS**

### **SERVICE BY LAND**

#### **1. Property Broker Services**

Acting as an agent of a property broker authorized by the FMCSA to conduct operations in Docket No. MC-430294, Watco Supply Chain Services International, LLC upon request will arrange for expedited and substituted motor for air service utilizing licensed, authorized and insured motor carriers in compliance with regulations by the Federal Motor Carrier Safety Administration.

#### **Application of Service Conditions**

These Service Conditions shall apply when Watco Supply Chain Services International, LLC, acting as an agent of a licensed property broker, undertakes to arrange for the surface transportation in interstate commerce of expedited shipments utilizing selected and qualified Transportation Service Providers (“TSP” or “carriers”). The transportation is furnished by carriers selected by and under contract with Watco Supply Chain Services International, LLC. The following Service Conditions are applicable to the transportation of any shipment tendered to Watco Supply Chain Services International, LLC for movement by one or more of its contracted carriers.

These Service Conditions supersede all previous Service Conditions and other prior statements concerning the rates and conditions of Watco Supply Chain Services International, LLC service. Rates and service quotations by our employees and agents will be based upon information provided by customer, but final rates and service may vary based upon the shipment actually tendered and the application of the Service Conditions herein. Any conflict or inconsistency between any other written or oral statements concerning the rates, features of service, products and Service Conditions applicable to Watco Supply Chain Services International, LLC service will be controlled by the Watco Supply Chain Services International, LLC Uniform Shipping Confirmation and these Service Conditions, as modified, amended or supplemented by Watco Supply Chain Services International, LLC from time to time. Watco Supply Chain Services International, LLC MAKES NO WARRANTIES, EXPRESS OR IMPLIED. Monetary amounts stated in these Service Conditions refer to U.S. dollars.

#### **Other Bills of Lading or Shipping Documents**

Any bill of lading or shipping document which is inconsistent with the transportation contract and receipt for goods published in these Service Terms and Conditions shall be executed for convenience only and shall be invalid to the extent it conflicts with the terms and conditions. Driver employees of Watco Supply Chain Services International, LLC’s qualified service providers are not authorized to bind Watco Supply Chain Services International, LLC or its carriers to different terms and conditions.

These service conditions and limitations shall apply notwithstanding the issuance of any other air waybill or bill of lading by any party tendering a shipment to carrier. The party tendering shipments to Watco Supply Chain Services International, LLC shall indemnify and hold Watco Supply Chain Services International, LLC and its carriers harmless from any demand or obligation which exceeds those set forth herein.

### **Cargo Loss or Damage**

Liability for loss or damage as applicable to Watco Supply Chain Services International, LLC acting as an agent of a property broker and its carriers is governed by this provision.

Watco Supply Chain Services International, LLC follows simplified rating procedures predicated upon a release rate valuation of \$.50 cents per pound per article which is standard in the air freight and expedited industry. Unless otherwise noted and agreed to in writing, this limit of liability shall apply to all shipments tendered to Watco Supply Chain Services International, LLC and shall limit not only Watco Supply Chain Services International, LLC's liability, but also the liability of the motor carriers and other transportation service providers in care, custody and control of shipments pursuant to arrangements made by Watco Supply Chain Services International, LLC.

Watco Supply Chain Services International, LLC's customers are allowed to choose a higher alternative limit of liability not to exceed \$5.00 per pound per article or \$25,000 per shipment for cargo lost, damaged or destroyed, whichever is less. Customer must notify Watco Supply Chain Services International, LLC in writing at time of booking and agree to pay a rate surcharge of 50 cents per \$100 of increased valuation subject to this maximum.

In the absence of declared value, the liability of Watco Supply Chain Services International, LLC and its transportation service providers shall be \$.50 cents per pound for that part of the shipment lost, damaged or destroyed, but not less than fifty dollars (\$50) per shipment. Shipments with a declared value in excess of the maximum released valuation provided herein shall not be accepted for transport and if inadvertently accepted without prior written approval of a Watco Supply Chain Services International, LLC corporate officer, will be released to the maximum valuation provided for in this section and subject to the surcharge provided for herein.

In the event the party tendering shipment to Watco Supply Chain Services International, LLC requires greater limits of liability pursuant to a through air bill by contract or otherwise, it shall assume sole responsibility for the liability to the extent it exceeds the agreed release rate and shall indemnify Watco Supply Chain Services International, LLC and its carriers, and shall waive subrogation with respect to any insurance purchased to provide excess liability coverage. (See Master Services Agreement.)



Where a forwarder, broker, or logistics provider has agreed to higher limits of liability with its shipper, in tendering shipments to Watco Supply Chain Services International, LLC, it agrees that the maximum liability of Watco Supply Chain Services International, LLC and its carriers shall not exceed the released rate limitation set forth herein and that it will indemnify and hold harmless Watco Supply Chain Services International, LLC and its carriers from all claims, including attorney's fees in the event that amounts greater than agreed to herein are sought.

### **Commodities Not Accepted for Transport**

Items of a fragile nature shall not be accepted for carriage unless agreed to in writing with by a Watco Supply Chain Services International, LLC corporate officer. Such items shall include but not be limited to: statues of any kind, antiques of any kind, glass, crystal ware, glass bottled goods, china, audio and / or video equipment of any type, cameras, clocks, stoneware, pottery, earthenware, marble and marble tiles, lighting fixtures with or without bulbs, display booths or cases which include lighting fixtures with or without bulbs, electric bulbs, vacuum flasks, vitreous enameled objects, cast iron objects, bricks, firebricks, crucibles, asbestos, cement products, carborundum wheels, and radio/TV/cathode ray and similar transmitting or receiving tubes. Hazardous materials shall not be accepted for carriage under any circumstances. Items of a fragile nature that may be inadvertently accepted without the written approval of a Watco Supply Chain Services International, LLC corporate officer shall still be subject to all terms and conditions, including but not limited to limitation of liability, whether or not any declared value is made.

### **Reasonable Dispatch**

No time is fixed for the completion of carriage, and neither Watco Supply Chain Services International, LLC nor its carriers shall be liable for any loss or damage caused by failure to commence or complete carriage within a certain time. Watco Supply Chain Services International, LLC and its carriers assume no obligation to carry goods over any particular route. Watco Supply Chain Services International, LLC and its carriers assume no obligation to carry the goods in any particular vehicle, and are authorized to select alternate means of transportation and deviation from route without liability.

### **No Special Damages**

Neither Watco Supply Chain Services International, LLC nor its carriers shall have any liability for any special or consequential damages. Shipments shall be governed by the Carmack Amendment, 49 U.S.C. 14706 and the release rate provisions contained herein shall be construed as complying with the notice, election of rates and other requirements. The terms of the Watco Supply Chain Services International, LLC Uniform Shipment Confirmation shall apply.

### **Alternative Warehouse Services Available**

Pursuant to 49 U.S.C. 14101(b), Customer agrees that all rules and regulations which are waivable under that statute shall not apply to Watco Supply Chain Services International, LLC or its retained service providers to the extent inconsistent with the contractual service terms and conditions set forth herein.

### **Claims Handling-Time Limits and Procedures**

Cargo claims for loss or damage of surface transportation moves must be filed within 9 months in accordance with 49 C.F.R. 370. The statute of limitation for filing suit shall be 2 years and 1 day after issuance of written denial. All claims should be sent to the retained carriers in writing via certified mail. No claims shall be considered and no claims shall be paid unless and until all transportation charges have been paid and customer agrees that cargo claims cannot be offset against freight charges. All claims will be filed with the motor carrier service provider responsible for the loss, damage or delay. General principles of federal transportation law shall apply to the extent not waived.

Watco Supply Chain Services International, LLC warrants payment of claims for which its retained service providers are adjudged legally liable subject to the limits of liability contained herein. As a property broker, Watco Supply Chain Services International, LLC shall have no direct liability for cargo loss, damage or delay.

## **SERVICE BY SEA**

Acting as an NVOCC (Non-Vessel Operating Common Carrier) authorized by the FMC to conduct operations at Docket No. 026175N, Watco Supply Chain Services International, LLC holds out to arrange for the through ocean movement of containers in international commerce.

All service is provided in accordance with properly filed rates and tariffs with the FMC and services provided pursuant to Watco Supply Chain Service International LLC's ocean bill of lading terms and conditions, a copy of which is set forth herein.

The terms and conditions of this applicable Ocean Bill of Lading shall apply regardless of when and if the document is issued. Service is provided on both a port-to-port and door-to-door basis. The applicable bill of lading terms and conditions contain Himalaya and Clause Paramount provisions pursuant to which pickup and delivery of containers is extended inland by truck as part of Watco Supply Chain Services International, LLC NVOCC services when requested.

All door-to-door pricing is inclusive of ocean and dray line haul charges and does not include demurrage or per diem and other accessorial charges which are the responsibility of the customer and which will be billed separately.

All services provided by Watco Supply Chain Services International, LLC pursuant to these special service conditions are subject to the terms and conditions of the Master Service Agreement, the customer representation, warranties, payment terms and duties and obligations set forth therein.

### **Cargo Liability**

Watco Supply Chain Services International, LLC's maximum liability for cargo loss or damage and liability of its retained ocean service provider is the package limitations set forth in the Carriage Of Goods by Sea Act or \$500 per package, or the actual value of the items lost or damaged in transit, whichever is less. Where items are consolidated for shipping purposes into larger packages or shipping units as reflected on the piece count of the ocean bill of lading, the number of larger consolidated units shall constitute a "package" for the COGSA limitations.

## **SERVICE BY AIR**

As the TSA registered and compliant Indirect Air Carrier (IAC), Watco Supply Chain Services International, LLC holds out to provide both foreign and domestic air freight forwarding services subject to the provisions of these special service conditions. Watco Supply Chain Services International, LLC warrants it is compliant with applicable supply chain security requirements with respect to shipments having a prior or subsequent shipment by air and that it will arrange for transportation utilizing only properly qualified ground and air service providers.

Hazardous goods which do not comply with FAA and TSA requirements for shipment by air shall not be accepted. Customer, in compliance with law and regulations governing the transportation of such goods shall have all shipments properly packed, distinctly marked and labeled, and shall notify forwarder in writing of their proper description, nature, and necessary precautions. Customer shall indemnify and hold harmless forwarder and its service providers against any and all loss, damage, liability, expense and fine, including without limitation, attorney's fees that are incurred and arise out of or are in any way connected with or caused by in whole or in part, the omission of full disclosure required by this clause or any applicable treaty, convention, laws, code or regulation.

Customer shall comply with all regulations and requirements of CBP authorities and shall pay all duties, taxes, import taxes, fines, losses incurred including full return freight for goods to place of delivery incurred or sustained by reason of failure to comply or by reason of any illegally incorrect or insufficient marketing number or addressing of goods.

All shipments shall be transported pursuant to the current IATA Air Waybill.

### **TSA and FAA Compliance**

Watco Supply Chain Services International, LLC is a TSA compliant IAC retaining ground service providers pursuant to approved protocols. Customer warrants that it is solely responsible for properly identifying and credentialing the consignor and ensuring that all cargo is properly identified, marked and labeled, indemnifying and holding harmless Watco Supply Chain Services International, LLC and its service providers from any fine, claim or cause of action arising from breach of this warranty. Neither Watco Supply Chain Services International, LLC nor its service providers shall be liable for any damage to cargo arising from TSA mandated inspection of cargo prior to transportation by air.

### **Domestic Air Freight**

Customer understands that domestic air freight, while not subject to imposed liability regimes by state or treaty, is subject to custom and usage in the industry, and standardized pricing which limits forwarders and service providers' liability for loss, damage or unreasonable delay to 50¢ per pound per article or the actual value of the cargo lost, damaged or delayed,

whichever is less. Customer accepts this limit of liability for all domestic air freight shipments tendered to forwarder regardless of whether the loss, damage or delay occurs while the shipment is in the possession and control of an air service provider, ancillary air service provider or pickup and delivery motor carrier.

### **International Air Shipments**

Liability regimes for international air freight are governed by different treaty obligations depending upon the country of origin and destination and the applicable treaty and limitations thereto will apply to international air shipments arranged by Watco Supply Chain Services International, LLC. Most industrial nations have adopted the so-called Montreal Protocol which limits the shipper's recovery to 17 Special Drawing Rights per kilo. In tendering shipments to Watco Supply Chain Services International, LLC, customer represents that it is a sophisticated shipper aware of the limitations of cargo liability applicable by international treaty to the cargo being shipped and accordingly indemnifies and holds harmless Watco Supply Chain Services International, LLC and its service provider against any claim for loss, damage or delay which exceeds the limitations of liability imposed by applicable treaty at the time of tender.

### **Weights and Measures**

Unless specifically otherwise agreed to in writing, Watco Supply Chain Services International, LLC retains the right to re-weigh and/or measure, for the purpose of applying correct charges, any shipment(s) at any time while in Watco Supply Chain Services International, LLC's custody and control, and to collect the appropriate charges without first advising, reporting back to, pre-alerting, or otherwise notifying the Shipper, Consignee or other interested party. Watco Supply Chain Services International, LLC reserves the right to assess transportation charges based on volumetric standards. Dimensional weight pricing is applicable on all shipments with a total volume of more than 194 cubic inches. Dimensional weight is calculated by multiplying length by width by height of each package (all in inches) and dividing by 194. The dimensional weight of each package in the shipment is added, and the total dimensional weight of the shipment is then compared to the actual weight of the shipment. If the dimensional weight exceeds the actual weight, transportation charges for the shipment are based on the dimensional weight.

## **WAREHOUSING AND RELATED SERVICES**

Unless cargo is stored in transit for Watco Supply Chain Services International, LLC's convenience pursuant to Service by Land, Service by Sea, or Service by Air Specific Service Terms and Conditions provided herein, all property received for storage or packing and crating shall be governed by the Master Services Agreement and these Special Service Conditions.

Upon request, Watco Supply Chain Services International, LLC will provide and/or arrange for warehousing and/or packing and crating services to be provided by qualified warehousemen and other service providers. All services will be rendered pursuant to the terms and conditions of the Master Service Agreement and these Specific Service Conditions.

Regardless of any other bill of lading, warehouse receipt, dock receipt or shipping document, all duties and obligations of customer and the warehouseman will be governed by the terms and conditions of the IWLA Non-Negotiable Warehouse Receipt, a copy of which is incorporated herein.

These terms and conditions shall apply regardless of whether the warehouse location is owned or leased by Watco Supply Chain Services International, LLC or provided to Watco Supply Chain Services International, LLC pursuant to arrangements by it for customer's benefit from a third-party provider under contract with Watco Supply Chain Services International, LLC. All rates for storage and handling shall be determined at or prior to tender and shall be made available to customer upon request unless otherwise published herein.

Customer shall be required to pay for storage charges in accordance with the terms and conditions of the Master Service Agreement. Handling charges and packing and crating charges will be billed when the services are provided and periodic storage charges will be invoiced as they accrue. Customer should take note that the Non-Negotiable Warehouse Receipt provides for a spreading lien for payment of warehousing and accessorial charges and that all goods will be received and stored subject to a maximum liability for loss, damage or misdelivery of \$.50 per pound or the value of the shipment lost, damaged or misdelivered, whichever is less. Neither Watco Supply Chain Services International, LLC nor its warehousemen and service providers shall be liable for special or consequential damages.

Storage and warehousing services will commence and charges will accrue upon tender of property to Watco Supply Chain Services International, LLC or its service providers by customer or at the election of Watco Supply Chain Services International, LLC. When goods tendered to it or its retained service providers for transport by land, sea or air are rejected at destination and forwarding directions are not provided, the accrual of demurrage or per diem in excess of free time dictates the necessity of storage or due to occurrences beyond the control of Watco Supply Chain Services International, LLC and its service providers, ordinary transit has been interrupted and storage is necessary to preserve customer's goods.

## **Specialized Packing, Crating and Handling Services**

Notwithstanding the duty of customer to properly pack, crate and label all goods prior to tender to meet the perils of transportation and health security and safety requirements attendant to the mode of transport, Watco Supply Chain Services International, LLC will arrange for specialized packing and crating services including trade show and so-called “white glove” services provided by affiliates which have experience in retaining qualified service providers to perform the services.

When such packing and crating services are provided as accessorial components to transportation arranged by Watco Supply Chain Services International, LLC, the maximum liability for loss, damage or delay for which Watco Supply Chain Services International, LLC and its service provider shall be liable is the limit of liability established for the mode of transportation set forth in the Service By Land, Service By Sea, and Service By Air Specific Service Conditions of this website.

When Watco Supply Chain Services International, LLC is requested to provide or arrange for packing and crating services which are not part of a through transportation service provided or arranged by it, the parties agree that in the absence of gross negligence, the maximum liability for property lost or damaged shall be \$.50 per pound or the actual value of the loss, whichever is less.

The parties agree that Watco Supply Chain Services International, LLC shall have no liability for special and consequential damages arising out of loss, damage or attendant delay with respect to any of customer’s property and that the maximum limit of liability for cargo loss or damage for which Watco Supply Chain Services International, LLC or its retained service providers shall be liable shall be measured by the actual loss of property lost, damaged or delayed subject to a limit of \$.50 cents per pound per article unless otherwise agreed in a signed written agreement executed by Watco Supply Chain Services International, LLC’s Director of Pricing before tender and acceptance of the goods.

Unless otherwise expressly waived in a signed written agreement by Watco Supply Chain Services International, LLC, all applicable notices and service terms and conditions set forth on this website shall otherwise fully apply. When Watco Supply Chain Services International, LLC is requested to provide or arrange for packing, crating, staging, setup or breakdown services which are not part of a through service provided or arranged by it, the parties agree that the maximum for property lost, damaged or stolen shall be \$.50 per pound or the actual value of the loss, whichever is less Customer agrees to indemnify Watco Supply Chain Services International, LLC and its service providers against any demand for excess liability and agrees to avail itself of insurance as set forth in the Master Services Agreement waiving subrogation in the event higher limits for potential cargo loss or damage is required.

## **FORMS**

Uniform Shipment Confirmation

Ocean Bill of Lading

IATA Air Waybill

IWLA Non-Negotiable Warehouse Receipt