

General Terms and Conditions for HEGELE LOGISTIC, LLC concerning Forwarding, Carriage, Storage and other logistic activities in the United States of America;

1. Objective and Applicability:

1.1 These General Conditions are the standard terms and conditions which shall govern the activities of HEGELE LOGISTIC, LLC regarding the provision of services to Customers and limits of liabilities to be assumed by HEGEL LOGISTIC, LLC.

1.2 These Terms and Conditions shall apply in the absence of or subject to any written contract with the Customer and may cover forwarding, carriage or storage in the course of business for the Customer and/or activities normally associated with such business or requested by the Customer to be carried out in the course of or in support of the activities.

2. Definitions:

2.1 Logistics Provider: HEGELE LOGISTIC, LLC, its carriers, agents and employees;

2.2 Customer: Person or entity who requests Logistics Provider to arrange for or provide services with whom the Logistics Provider consents to do business.

2.3 Service: The arranging or undertaking, among other services, of the carriage or storage and rigging of goods and associated activities.

2.4 Carrier: A contractor or subcontractor of the Logistics Provider, which undertakes any part of the Service, including any contractor whether providing haulage or any other activity in connection with the Service.

3. Performance:

3.1 Logistics Provider's obligations:

The Logistics Provider shall:

3.1.1 Look after the interests of the Customer so far as reasonable and, subject to the provisions of these terms and conditions, shall not cause any loss of or damage to goods constituting the subject matter of the Service;

3.1.2 In the event of a change of plans being necessary to enable delivery to the named consignee, provide it was not reasonably practicable or possible to obtain authority from the Customer, be entitled to recover any additional cost from the Customer.

3.1.4 So far as reasonably possible, keep the Customer advised of delays in progress

3.1.6 Advise Customer of any claims against a sub-contractor or other third party for loss damage or delay

3.1.7 Notify Customer of any potential claim for loss or damage against a third party

3.1.8 Monitor contractors and subcontractors for performance of the Service.

3.2 Customer's obligations:

The Customer shall:

3.2.1 Ensure that the Service shall be lawful and that any goods that are the subject of the Services are not subject to claims, embargoes or other obstacles preventing or interfering with the carrying out of the Service and shall indemnify the Logistics Provider for any costs or loss incurred thereby.

3.2.2 Ensure that the goods are accurately described and valued and that all information required by any sub-carrier, insurer, or governmental authority is provided including, but not limited to, hazardous goods.

3.2.3 Ensure that any handling instructions are provided and that lashing and securing points on the goods or packaging (if appropriate) are visibly identified and that any packaging provided by the Customer is secure and adequate for the goods and planned journey.

3.2.4 Ensure that the Logistics Provider receives written instructions if the goods are to be delivered to any person other than the named consignee.

3.2.5 Ensure that all goods which are or may be harmful or correctly defined, packed and declared in accordance with any applicable laws relating to hazardous or potentially hazardous material.

3.2.6 Make payment for Services according to the terms stated in Section 4 below;

3.2.7 Ensure that the Services is accurately and completely defined and that all relevant information is available to the Logistics Provider

3.2.8 Hold harmless the Logistics Provider and/or its agents, employees, contractors and subcontractors against any claims, loss or damage arising wholly or partly from any default of the Customer, its agents, employees contractors or subcontractors

#### 4. Payment

4.2 Payments are due within 30 days. If payment is not received within thirty (30) days of service, interest will accrue on the unpaid balance at eighteen (18%) per annum.

4.3 The Logistics Provider shall have a lien on any goods of the Customer under its control in respect to any payments due from the Customer and provided it shall first advise the Customer of its intention to sell the same, he may do so and account of the Customer for any surplus arising thereby.

4.4 In the event of Customer's failure to pay on a timely basis, Customer agrees to bear all costs of collection, including, but not limited to reasonable attorney's fees, court fees and associated costs of collection without further notice or demand.

#### 5. Liability

5.1 Logistics Provider's liability to Customer shall be limited to \$.50 per pound per article or the charge for Services, whichever is less.

5.2 In any event, Logistics Provider's liability for Compensatory damages for loss or damage beyond economic repair shall be limited to the invoice value of the goods or the market value, whichever is less.

5.3 No compensation for delay shall be paid by Logistics Provider in the absence of a written agreement to the contrary.

#### 6. Claims

6.1 Any claim for damage loss or delay against the Logistics Provider or any Carrier shall be made in writing within seven (7) days of receipt of the goods. Failure to give such notice shall be prima facie proof that the goods were delivered by Logistics Provider in good condition and in a timely manner.

6.2 Any and all claims hereunder that are not resolved by mutual agreement shall be subject to Arbitration according to the Rules of the Commercial Arbitration Rules of the American Arbitration Association in the State of Illinois prior to the filing of any suit before a Court of Law. The cost of such Arbitration shall be borne by the losing party.

#### 7. Choice of Law and Forum

**Hegeler Logistic, LLC**  
1460 Brummel Avenue  
Elk Grove Village, IL 60007  
Phone: (847) 690-0430  
Fax: (847) 690-0438  
[www.hegelerlogistic.com](http://www.hegelerlogistic.com)

7.1 The laws of the State of Illinois shall be controlling in all matters relevant to Services provided under these Terms and Conditions.

7.2 Any disputes hereunder that are unresolved by Arbitration shall be tried in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

8. Severability

In the event of the invalidity or unenforceability of any provision or part thereof, of these Terms and Conditions, the invalid or unenforceable provision, or part thereof, shall be deemed omitted, or as the case may be, reduced in scope or duration to the extent necessary to render such provision, or part thereof enforceable and otherwise each part or provision of these Terms and Conditions shall remain in full force and effect.

9. Confidentiality:

All information concerning the Services and the terms, rates and conditions of business, including these Terms and Conditions shall be kept confidential and will not be published or discussed with any person, without the express written agreement of the Logistics Provider.

10. Force Majeure

In the event that Logistics Provider shall be delayed or hindered in or prevented from the performance of any act required by the Service by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the Logistics Provider, the performance of the Service shall be excused for the period of the delay and the period for the performance of any Service shall be extended for an equivalent period.