These General Terms and Conditions (“General Terms”) apply to all transportation and freight forwarding services provided by Advantage Group Intl Inc. (“AGI”) or its subsidiaries, including AGI SHIPPING (whichever of AGI or its subsidiaries is providing services is referred to as “Company”).

Definitions:

1. “AGI” means Advantage Group Intl Inc.
2. “Customers” shall mean the party who responsible for payments of AGI’s invoices.
3. Customer affirms that information furnished in its application with Company is current and accurate. These General Terms supersede any prior terms or agreements between Company and Customer related to the subject matter of these General Terms and are effective for one (1) year, automatically renewing for successive one (1) year periods, unless terminated by either party by providing 30 days written notice to the other party. If, however, the parties continue to conduct business after termination, these General Terms will apply.
4. Payment receiving terms are NET 15 days from invoice date, and a finance charge of 1.5% per month is added to accounts 30 days or more past due. Customer will pay all collection company costs, attorney fees, court costs, and any other collection costs associated with collecting amounts due.
5. Customer affirms that it is solvent, is not currently a party to any bankruptcy proceeding, is not being dissolved or otherwise liquidating its assets, can satisfy all financial obligations to Company, and has authority to tender all freight for which it requests Company to arrange transport. Customer affirms that there are no open judgments, suits, or liens against Customer.
6. Customer will promptly notify Company of any material change in ownership.
7. AGI is a non-vessel operating common carrier (NVOCC) only, arranging transportation of freight by independent third-party motor carriers (“Contract Carriers”). If AGI is listed on Bills of Lading, it is for convenience only and does not change AGI’s status as an NVOCC.

6. Customer consents to recording of phone calls for quality assurance and training purposes.

7. Liability for Cargo Loss and Damage:   
 7.1 Ocean Shipments: Where AGI operates as an NVOCC, AGI’s liability for claims for cargo loss, damage, theft, destruction, contamination, spoilage, delay, or other injury to property on the inbound ocean shipments, including but not limited to, the inland portion thereof, shall be governed by the Carriage of Goods by Sea Act (“COGSA”). Unless Customer purchases excess liability in strict compliance with the terms set forth in Section 3.4 below, AGI’s liability for any cargo loss, damages, theft, destruction, contamination, spoilage, or other injury to property shall not exceed $5 per kilogram.  
          7.2 Other Shipments. Unless Customer purchases excess liability in strict compliance with the terms set forth in Section 3.4 below, for any other shipment, AGI’s liability for any cargo loss, damage, theft, destruction, contamination, spoilage, or other injury to property shall not exceed the lesser of the following:  
                     7.2.1 $.50 per pound; or  
                     7.2.2 $50.00 per cubic meter.         
          7.3 IF CUSTOMER DESIRES FOR AGI TO PURCHASE LIABILITY LIMITS IN EXCESS OF THOSE DESCRIBED IN SECTIONS 7.1 or 7.2, CUSTOMER MUST COMPLY WITH THE FOLLOWING PROVISIONS:  
                     7.3.1 Customer must notify AGI, in writing, no less than forty-eight hours prior to pickup of the shipment for transportation (1) stating that the Customer wishes for AGI to obtain liability limits in excess of those described in Section 7.1 or 7.2, (2) specifically identifying the freight subject to higher liability limits or full value, and (3) identifying the value of the shipment.  
                     7.3.2 In no event shall a transportation service provider arranged by AGI be liable for more than the actual value of the goods.  
                     7.3.3 AGI DOES NOT AGREE AND SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR CONSEQUENTIAL DAMAGES ARISING FROM FREIGHT LOSS, DAMAGE, OR DELAY, REGARDLESS OF NOTICE.  
                    7.3.4 In the absence of an agreement to the contrary, the Payer may not withhold payment on AGI’s invoices pending resolution of outstanding freight loss, damage, or delay claims. To the extent Payer wrongly withholds payment of AGI’s charges in derogation of this Section 3, Payer agrees to pay AGI all reasonable attorneys’ fees incurred by AGI in pursuing collection of said freight charges due to AGI .  
8. These General Terms will be governed by the laws of the State of New York, except to the extent that federal transportation laws and regulations preempt those laws. The state courts located in Nassau County, New York will have exclusive and irrevocable jurisdiction over and will be the exclusive and mandatory venue for any claim, counterclaim, dispute, or lawsuit arising in connection with any transactions, loads, or other business between Company and Customer, and Customer consents to and waives any objection to such jurisdiction.   
9. Customer agrees to indemnify, defend, reimburse, and hold Company harmless for Customer’s negligence, willful misconduct, and/or breach of these General Terms to the fullest extent of the law.  
10. Customer acknowledges that the individual executing these General Terms has authority to do so, agrees that these General Terms may also be signed by electronic means through AGI’s system, and authorizes AGI to contact each credit/bank reference provided in its application.  
11. AGI reserves the right to prospectively change the terms and conditions hereof at any time.