FILM LOGIC
CUSTOMS BROKERS INC.
customs broker. freight fowarder. Int'l agent
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15100 S. BROADWAY
GARDENA, CA 90248

Terms and Conditions of Service

US Customs Brokerage

These Terms and Conditions of Service constitute a legally binding contract between Film Logic Customs Brokers, Inc. "Film Logic" and "Shipper" for the provision of U.S. customs broker services ("Customs Brokerage"). Additional terms and conditions issued by Film Logic may be applicable in the event that Shipper receives services in addition to Customs Brokerage. Such additional terms and conditions shall govern the respective services without conflict from these Terms and Conditions of Service governing Customs Brokerage.

SECTION I: DEFINITIONS.
(a) "Film Logic" shall refer to Film Logic Customs Brokers, Inc., its subsidiaries, agents and/or representatives;
(b) "Shipper" shall include the individual or entity for whom Film Logic is rendering Customs Brokerage, as well as its principals, agents and/or representatives, including, but not limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shipper's agents, insurers and underwriters, break-bulk agents, consignees, etc.; it is the responsibility of the Shipper to provide notice and copy(s) of these Terms and Conditions of Service to all such agents or representatives;
(c) "Documentation" shall refer to all information received directly or indirectly from Shipper, whether in paper or electronic form;
(d) "Third Parties" shall refer to third parties including, but not be limited to, the following: carriers, truckmen, cartmen, lightermen, forwarders, Ocean Transportation Intermediaries, customs brokers, agents, warehousemen and others to which the shipment is entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise.

SECTION II: FILM LOGIC AS AGENT.
Film Logic acts as the "agent" of the Shipper for the purpose of performing duties in connection with the entry and release of the shipment, post entry services, the securing of export licenses, the filing of export and security documentation on behalf of the Shipper and other dealings with Government Agencies; as to all other services, Film Logic acts merely as an independent contractor.

SECTION III: LIMITATION OF ACTIONS.
(a) Unless subject to a specific statute or international convention, all claims against the Film Logic for a potential or actual loss arising out of Customs Brokerage must be made in writing and received by the Film Logic within ninety (90) days of the event giving rise to the claim; the failure to give the Film Logic timely notice shall be a complete defense to any suit or action commenced by Shipper. All other claims against Film Logic must be received in writing within thirty (30) days from the date on which the shipment is delivered, unless otherwise specified any additional terms and conditions issued by Film Logic.
(b) Film Logic shall not be liable in any action to enforce a claim unless such action is filed and properly served on Film Logic as follows:
(i) For claims arising out of the preparation and/or submission of an import entry(s), such action must be brought within seventy-five (75) days from the date of liquidation of the entry(s).
(ii) For any and all other claims of any other type, such action must be brought within one (1) year and one (1) day from the date on which the shipment is delivered.

SECTION IV: 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 Shipper, Film Logic 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 Film Logic that a particular person or firm has been selected to render services with respect to the shipment, shall not be construed to mean that the Film Logic warrants or represents that such person or firm will render such services nor does Film Logic 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, Film Logic provide reasonable cooperation to the Shipper, and Shipper shall be liable for any charges, costs, fees or expenses incurred by the Film Logic in providing such cooperation.

SECTION V: QUOTATIONS NOT BINDING.
Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges relating to Customs Brokerage given by Film Logic to the Shipper are for informational purposes only and are subject to change without notice.

SECTION VI: RELIANCE ON INFORMATION FURNISHED.
(a) Shipper acknowledges that it is required to review all documents and declarations prepared and/or filed with U.S. Customs & Border Protection, other Government Agency and/or Third Parties, and will immediately advise Film Logic CHB of any errors, discrepancies, incorrect statements, or omissions on any declaration or other submission filed on Shipper's behalf;
(b) In preparing and submitting customs entries, export declarations, applications, security filings, documentation and/or other required data, the Film Logic relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by Shipper; Shipper shall use reasonable care to ensure the correctness of all such information and shall indemnify and hold Film Logic harmless from any and all claims asserted and/or liability or losses suffered by reason of the Shipper's failure to disclose information or any incorrect, incomplete or false statement by the Shipper or its agent, representative or contractor upon which Film Logic reasonably relied. The Shipper agrees that the Shipper has an affirmative non-delegable duty to disclose any and all information required to import, export or enter the shipment.

SECTION VII: DECLARING HIGHER VALUE TO THIRD PARTIES.
Third Parties to whom the shipment is entrusted may limit liability for loss or damage; Film Logic will not request excess valuation coverage unless requested by Shipper and agreed to by Film Logic in writing, and Shipper agrees to pay any charges therefore; Shipper hereby agrees that, in the absence of written instructions or the refusal of the Third Party to agree to a higher declared value, at Film Logic's discretion, the shipment 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.

SECTION VIII: INSURANCE.
It is understood and agreed that Film Logic is not an insurer or provider of cargo valuation or other coverage and does not provide or issue insurance or other coverage for the protection of Shipper's shipment. However, when requested by Shipper and agreed to by Film Logic in writing, Film Logic will arrange for extended protection for Shipper's shipment to be obtained from and provided by a third-party provider. The terms, conditions and limits of coverage for any extended protection so obtained shall be in accordance with such third-party provider's then-current terms and conditions. In the event Shipper requests and Film Logic agrees to arrange for such third-party extended protection coverage, Shipper shall execute such documents, grant such authorizations, make such declarations of valuation or take such other action as Film Logic may reasonably request in order to properly obtain such extended protection prior to shipment. In the event that third-party extended protection coverage is obtained by Film

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Logic on behalf of Shipper, any claim must be filed with the provider and payment of claims for loss and damage will be subject to any and all terms and conditions of the third-party extended protection policy that is issued for the benefit of Shipper.

SECTION IX: DISCLAIMERS; LIMITATION OF LIABILITY.
(A) EXCEPT AS SPECIFICALLY SET FORTH HEREIN, FILM LOGIC MAKES NO EXPRESS OR IMPLIED WARRANTIES IN CONNECTION WITH ITS SERVICES OR THOSE OF ANY THIRD PARTY.
(B) SHIPPER EXPRESSLY AUTHORIZES FILM LOGIC TO OBTAIN THE LOWEST VALUATION OR LEVEL OF PROTECTION FOR THE SHIPMENT WHICH MAY BE OFFERED BY ANY THIRD PARTY PROVIDING SERVICES ON BEHALF OF SHIPPER. IN ADDITION, SHIPPER AGREES TO ALL LIMITATIONS OF LIABILITY, CONDITIONS, PROVISIONS, RESTRICTIONS AND/OR REQUIREMENTS AS MAY BE CONTAINED IN THE THIRD PARTY'S TERMS AND CONDITIONS, SHIPPING DOCUMENTS AND/OR TARIFFS.
(C) FILM LOGIC'S LIABILITY FOR CLAIMS ARISING FROM ACTIVITIES RELATING TO CUSTOMS BROKERAGE SHALL BE LIMITED TO THE LESSER OF FIFTY-DOLLARS ($50.00) PER ENTRY OR THE AMOUNT OF BROKERAGE FEES PAID TO FILM LOGIC FOR THE ENTRY; FILM LOGIC'S LIABILITY FOR CLAIMS ARISING FROM SERVICES OTHER THAN CUSTOMS BROKERAGE SHALL BE LIMITED TO THOSE AMOUNTS SET FORTH IN THE ADDITIONAL FILM LOGIC TERMS AND CONDITIONS GOVERNING THOSE SERVICES.
(D) IN NO EVENT SHALL FILM LOGIC 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, OR FOR THE ACTS OF THIRD PARTIES. FILM LOGIC SHALL NOT BE LIABLE FOR LOSS, DAMAGE, DELAY OR MONETARY LOSSES OF ANY TYPE CAUSED BY: ACTS OF GOD; PUBLIC AUTHORITIES ACTING WITH ACTUAL OR APPARENT AUTHORITY; STRIKES; LABOR DISPUTES; WEATHER; MECHANICAL FAILURES; AIRCRAFT FAILURES; CIVIL COMMOTIONS; ACTS OR OMISSIONS OF CUSTOMS OR QUARANTINE OFFICIALS; THE NATURE OF THE SHIPMENT'S GOODS OR ANY DEFECTS THEREOF; PUBLIC ENEMIES; HAZARDS INCIDENT TO A STATE OF WAR; ACTS OF TERRORISM; AND ACTS, DEFAULTS OR OMISSIONS OF THE SHIPPER OR CONSIGNEE FOR FAILURE TO OBSERVE THE TERMS AND CONDITIONS OF THE CONTRACT OF CARRIAGE, INCLUDING, BUT NOT LIMITED TO, IMPROPER PACKING, MARKING, INCOMPLETE/INACCURATE SHIPPING INSTRUCTIONS AND THE RULES RELATING TO FREIGHT NOT ACCETABLE FOR TRANSPORTATION OR FREIGHT ACCEPTABLE ONLY UNDER CERTAIN CONDITIONS.

SECTION X: ADVANCING MONEY.
All charges must be paid by Shipper in advance unless Film Logic agrees in writing to extend credit to Shipper; the granting of credit to a Shipper in connection with a particular transaction shall not be considered a waiver of this provision by Film Logic.

SECTION XI: INDEMNIFICATION/HOLD HARMLESS.
Shipper agrees to indemnify, defend, and hold Film Logic harmless from any claims and/or liability, fines, penalties and/or attorneys' fees arising from the importation or exportation of Shipper's shipment and/or any conduct of the Shipper, including but not limited to the inaccuracy of entry, export or security data supplied by Shipper or its agent or representative, which violates any Federal, State and/or other laws, and further agrees to indemnify and hold Film Logic harmless against any and all liability, loss, damages, costs, claims, penalties, fines and/or expenses, including but not limited to reasonable attorney's fees, which Film Logic 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 Film Logic, it shall give notice in writing to the Shipper by mail at its address on file with Film Logic.

SECTION XII: C.O.D. OR CASH COLLECT SHIPMENTS.
Film Logic shall use reasonable care regarding written instructions relating to "Cash/Collect on Deliver (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.

SECTION XIII: COSTS OF COLLECTION.
In any dispute involving monies owed to Film Logic, Film Logic shall be entitled to all costs of collection, including reasonable attorney's fees and interest at the lesser of 18% per annum or the highest rate allowed by law.

SECTION XIV: GENERAL LIEN AND RIGHT TO SELL SHIPPER'S PROPERTY.
Third Parties and/or Film Logic shall have a lien on the goods contained in Shipper's shipment and any documents relating thereto for any sum payable to such Third Parties and/or Film Logic pursuant to these or other terms and conditions, and for general average contributions to whomever due, and for attorneys' fees and other legal costs associated with any such sale, and for that purpose shall have the right to sell the goods by public auction or private sale without notice to Shipper. If on sale of the goods the proceeds fail to cover the amount due and the cost incurred, Third Parties and/or Film Logic shall be entitled to recover the deficit from the Shipper, Consignee or owner of the goods or shipment.

SECTION XV: NO DUTY TO MAINTAIN RECORDS FOR SHIPPER.
Shipper 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, Film Logic 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 Shipper.

SECTION XVI: OBTAINING BINDING RULINGS, FILING PROTESTS, ETC.
Unless requested by Shipper in writing and agreed to by Film Logic in writing, Film Logic 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.

SECTION XVII: PREPARATION AND ISSUANCE OF BILLS OF LADING.
Where Film Logic prepares and/or issues a bill of lading solely in performance of the Customs Brokerage services, Film Logic 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 Shipper or its agent and Shipper agrees to pay for same, Film Logic shall rely upon and use the cargo weight supplied by Shipper.

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SECTION XVIII: NO MODIFICATION OR AMENDMENT UNLESS WRITTEN.

These Terms and Conditions of Service may only be modified, altered or amended in writing signed by both Shipper and Film Logic; any attempt to unilaterally modify, alter or amend same shall be null and void.

SECTION XIX: COMPENSATION OF FILM LOGIC.

The compensation of Film Logic for Customs Brokerage shall be included with and is in addition to all other rates and charges of Film Logic and all carriers and other agencies selected by Film Logic to transport and deal with the shipment and such compensation shall be exclusive of any brokerage, commissions, dividends, or other revenue received by the Film Logic from carriers, insurers and other Third Parties in connection with the shipment. On ocean exports, upon request, Film Logic 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 Shipper for monies due Film Logic, upon recovery by Film Logic, the Shipper shall pay the expenses of collection and/or litigation, including reasonable attorneys fees.

SECTION XX: SEVERABILITY.

In the event any paragraph(s) and/or portion(s) hereof are found to be invalid and/or unenforceable, then in such event the remainder hereof shall remain in full force and effect. Film Logic's decision to waive any provision herein, either by conduct or otherwise, shall not be deemed to be a further or continuing waiver of such provision or to otherwise waive or invalidate any other provision herein.

SECTION XXI: ARBITRATION.

Any controversy or claim arising out of or related to these Terms and Conditions of Service shall be determined by arbitration administered by the American Arbitration Association under its international arbitration rules. The place of arbitration shall be California, United States of America. The arbitration shall be in English.

SECTION XXII: 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 principals of conflict of law. Any legal action against Film Logic concerning any matter arising under or related to this agreement or the Customs Brokerage shall be maintained only in the United States District Court and the State courts California and should Shipper be unsuccessful in any legal action against Film Logic, then Shipper shall be liable to Film Logic for the reasonable attorneys' fees and costs of such litigation. Shipper further agrees that any action to enforce judgment may be instituted in any jurisdiction.