

TERMS AND CONDITIONS FOR THE AUTHORIZATION TO PREPARE OR TRANSMIT ELECTRONIC EXPORT INFORMATION (EEI)

All "Goods" moving to or from "Customer" handled by the "Company" shall be subject to the following terms and conditions. These terms and conditions of service constitute a legally binding contract between the "Company" and the "Customer." In the event the Company renders services and issues a document containing terms and conditions governing such services, the terms and conditions set forth in such other document(s) shall govern those services.

1. Definitions.

- (a) "Company" shall mean BMI, Inc. (address: 2119 Aberdeen Street, Kenner, LA 70062), its subsidiaries, related companies, agents and/or representatives.
- (b) "Customer" shall mean the U.S. Principal Party in Interest (USPPI) for which the Company is rendering service, as well as its 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, and consignees. It is the responsibility of the Customer to provide notice and copy(s) of these terms and conditions of service to all such agents or representatives.
- (c) "Documentation" shall mean all information received directly or indirectly from Customer, whether in paper or electronic form.
- (d) "Goods" shall mean the whole or part of the cargo and packaging with respect to which Company provides services hereunder.
- (e) "Ocean Transportation Intermediaries" ("OTI") shall include an "ocean freight forwarder" and a "non-vessel operating carrier."
- (f) "Third parties" shall include, but not be limited to, the following: carriers, truckmen, cartmen, lightermen, forwarders, OTIs, customs brokers, agents (other than an agent of the Company or Customer), warehousemen and others to which the Goods are entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise.

2. Company As Agent. The Company acts as the authorized agent of the Customer for the purpose of performing duties in connection with the entry and release of Goods, post-entry services, the securing of export licenses, the filing of export documentation on behalf of the Customer and other dealings with government agencies; as to all other services, Company acts as an independent contractor.

3. Limitation Of Actions.

- (a) Unless subject to a specific statute or international convention, all claims against the Company for a potential or actual loss must be made in writing and received by the Company within ninety (90) days of the event giving rise to the claim. The failure to give the Company timely notice shall be a complete defense to any suit or action commenced by the Customer.
- (b) All suits against Company must be filed and properly served on Company as followed: For claims arising out of the preparation and/or submission of an export entry(s), within seventy-five (75) days from the date of exportation of the Goods.

4. Reliance On Information Furnished. The Customer certifies and acknowledges (a) that it is required to review all Documentation and declarations prepared and/or filed with the Customs Service, Census Bureau, other government agencies and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions on any declaration filed on the Customer behalf. (b) In preparing and submitting customs entries, export declarations, applications, documentation and/or export data to government agencies and/or third parties, Company relies on the correctness of all Documentation, whether in written or electronic format, and all information furnished by the Customer. The Customer shall use reasonable care to insure the correctness of all documentation and information to accurately transmit the information electronically, including licensing, permits or any other official authorization required for the legal exportation of the goods, will be provided to Company by the Customer. The Customer further understands that civil and criminal penalties may be imposed for making false or fraudulent statements or for the violation of any United States laws or regulations on exportation and agrees to be bound by all statements of said authorized agent based upon information or documentation provided by the Customer to said authorized agent. The Customer shall indemnify and hold the Company harmless from any and all claims asserted and/or liability or losses suffered by reason of the Customer failure to disclose information or any incorrect or false statement by the Customer upon which the Company relied. The Customer agrees that it has an affirmative non-delegable duty to disclose any and all information required to export the Goods.

4. 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 Louisiana without giving consideration to principles of conflict of laws. Customer and Company: (a) irrevocably consent to the jurisdiction of the United States District Court and the State courts of Louisiana; (b) agree that any action relating to the services performed by Company shall only be brought in said courts; (c) consent to the exercise of in personam jurisdiction by said courts over it; and (d) further agree that any action to enforce a judgment may be instituted in any jurisdiction.