



STANDARD TERMS AND CONDITIONS

Valid from 1 November 2015

These Standard Conditions of Forwarding shall apply to every contract concluded with the Forwarder for the performance of the entire transport as undertaken by the Forwarder, whether evidenced by the issuance of a document or not.

1. TERM

The term of this Agreement shall be one (1) year, commencing on the date first mentioned above, and shall automatically renew for successive each and every year period; provided, however, that either Party may terminate this Agreement on 30 days written notice to the other Party, with or without cause, or as otherwise provided in this Agreement.

2. DEFINITION AND APPLICATION

(a) In these conditions the following words shall have the following meanings:-

(i) **freight forwarding and logistics services:** any kind of services that the Forwarder carries out for the Customer within the extent determined by this Agreement that are related to organising and implementing the transport (implemented as single, combined or multimodal transport), collection, storage, packing or distribution of freight, freight handling and ancillary and advisory services in connection therewith; furthermore, freight forwarding and logistics services include services of handling freight insurance, providing documents, paying costs, collecting or handling payments, other financial services that are required for the implementation of the freight forwarding or logistics service, services relating to customs, inspection, tax and other administrative procedures, logistics services employing modern information and communication technology in freight transport, freight handling and storage as well as the complete organisation of supply throughout the entire logistics chain;

(ii) **goods:** any property including live animals as well as containers, pallets or similar articles of transport or packaging not supplied by the Forwarder;

(iii) **the Forwarder:** the company or sole proprietor that carries out freight forwarding services for the Customer in the extent determined by this agreement;

(iv) **the Customer:** the person that places an order with the Forwarder, either itself, through authorised representatives or proxies or that negotiates with the Forwarder about concluding this agreement with the Forwarder;

(v) **the Carrier:** the person that undertakes to carry out the transport or that carries out such transport regardless of the type of the means of transport and regardless whether such person carries out the transport itself or entrusts it to another contractor;

(vi) **the Owner:** the Owner of the Goods or Transport Unit and any other Person who is or may become interested in them;

(vii) **freight:** any item, material or goods, including containers, pallets and other packaging or devices on or in which freight is installed that the Customer clearly and unambiguously specifies and hands over to the Freight Forwarder for reasons of implementing freight forwarding or logistics services and for which it is allowed to carry out all services and handling that are required for the implementation of the freight forwarding or logistics service in accordance with the currently valid rules and regulations and these Terms and Conditions;

(viii) **package:** if the regulation that needs to be enforced in an individual case does not include the definition of a package, it shall be deemed that a package is an individual piece of freight that is individualised and repared in a manner that enables the handling of the package as an independent unit of freight; if the package is placed in containers, on pallets or on or in similar devices, the container, pallet or another similar device shall be deemed a package unless explicitly stated in the transport documents accompanying the freight or, if such documents have not yet been prepared, on documents that have been used as the basis for the Customer handing over the freight to the Freight Forwarder that individual packages within such a device are deemed packages; individual packages within such a device shall only be deemed packages if they have been specifically determined as such in transport documents and the Freight

Forwarder has had the opportunity to inspect and count such packages upon taking over the freight;

(ix) **SDR:** a Special Drawing Right as defined by the International Monetary Fund;

(x) **transport unit:** packing case, pallets, container, trailer, tanker, or any other device used whatsoever for and in connection with the carriage of Goods by land, sea or air;

(b) If any legislation, to include regulations and directives, is compulsorily applicable to any business undertaken, these conditions shall, as regards such business, be read as subject to such legislation, and nothing in these conditions shall be construed as a surrender by the FORWARDER of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation, and if any part of these conditions be repugnant to such legislation to any extent, such part shall as regards such business be overridden to that extent and no further.

(c) The CUSTOMER warrants that he is either the Owner, or the authorised agent of the Owner and, also, that he is accepting these conditions not only for himself, but also as agent for and on behalf of the Owner.

3. The FORWARDER

(a) The FORWARDER reserves to itself full liberty as to the means, route and procedure to be followed in the performance of any service provided in the course of business undertaken subject to these conditions.

(b) When the FORWARDER contracts as a principal for any services, it shall have full liberty to perform such services itself, or, to subcontract on any terms whatsoever, the whole or any part of such services.

(c) When FORWARDER acts as an agent on behalf of the CUSTOMER, the FORWARDER shall be entitled, and the CUSTOMER hereby expressly authorises the FORWARDER, to enter into all and any contracts on behalf of the CUSTOMER as may be necessary or desirable to fulfil the CUSTOMER's instructions, and whether such contracts are subject to the trading conditions of the parties with whom such contracts are made, or otherwise.

(d) The FORWARDER agrees to arrange for transportation of CUSTOMER's freight pursuant to the terms and conditions of this Agreement and in compliance in all material respects with all federal, state and local laws and regulations relating to the transportation of the freight covered by this Agreement.

(e) The PARTIES may, upon written mutual agreement, include additional service terms to be attached as Appendix. In the absence of a written agreement to the contrary, transit time shall be established as reasonable dispatch.

(f) the FORWARDER:

(i) has a general lien on all Goods and documents relating to Goods in its possession, custody or control for all sums due at any time to the FORWARDER from the CUSTOMER and/or Owner on any account whatsoever, whether relating to Goods belonging to, or services provided by or on behalf of the FORWARDER to the CUSTOMER or Owner. Storage charges shall continue to accrue on any Goods detained under lien;

(ii) shall be entitled, on at least 28 days notice in writing to the CUSTOMER, to sell or dispose of or deal with such Goods or documents as agent for, and at the expense of, the CUSTOMER and apply the proceeds in or towards the payment of such sums;

(iii) shall, upon accounting to the CUSTOMER for any balance remaining after payment of any sum due to the FORWARDER, and for the cost of sale and/or disposal and/or dealing, be discharged of any liability whatsoever in respect of the Goods or documents.

(g) When the Goods are liable to perish or deteriorate, the FORWARDER 's right to sell or dispose of or deal with the Goods shall arise immediately upon any sum becoming due to the FORWARDER, subject only to the FORWARDER taking reasonable steps to bring to the CUSTOMER's attention its intention to sell or dispose of the Goods before doing so.

(h) The FORWARDER shall be entitled to retain and be paid all brokerages, commissions, allowances and other remunerations customarily retained by, or paid to, freight forwarders.

(i) Should the CUSTOMER, Consignee or Owner of the Goods fail to take delivery at the appointed time and place when and where the FORWARDER is entitled to deliver, the FORWARDER shall be entitled to store the Goods, or any part thereof, at the sole risk of the CUSTOMER or Consignee or Owner, whereupon the FORWARDER's liability in respect of the Goods, or that part thereof, stored as aforesaid, shall wholly cease. The FORWARDER's liability, if any, in relation to such storage, shall be governed by these conditions. All costs incurred by the FORWARDER as a result of the failure to take delivery shall be deemed as freight earned, and such costs shall, upon demand, be paid by the CUSTOMER.

(j) The FORWARDER shall be entitled at the expense of the CUSTOMER to dispose of or deal with (by sale or otherwise as may be reasonable in all the circumstances):-

(i) after at least 28 days notice in writing to the CUSTOMER, or (where the CUSTOMER cannot be traced and reasonable efforts have been made to contact any parties who may reasonably be supposed by the FORWARDER to have any interest in the Goods) without notice, any Goods which have been held by the FORWARDER for 90 days and which cannot be delivered as instructed; and

(ii) without prior notice, any Goods which have perished, deteriorated, or altered, or are in immediate prospect of doing so in a manner which has caused or may reasonably be expected to cause loss or damage to the FORWARDER, or third parties, or to contravene any applicable laws or regulations.

(k) Except under special arrangements previously made in writing by an officer of the FORWARDER so authorised, or made pursuant to or under the terms of a printed document signed by the FORWARDER, any instructions relating to the delivery or release of the Goods in specified circumstances (such as, but not limited to, against payment or against surrender of a particular document) are accepted by the FORWARDER, where the FORWARDER has to engage third parties to effect compliance with the instructions, only as agents for the CUSTOMER.

(l) Despite the acceptance by the FORWARDER of instructions from the CUSTOMER to collect freight, duties, charges, dues, or other expenses from the Consignee, or any other Person, on receipt of evidence of proper demand by the FORWARDER, and, in the absence of evidence of payment (for whatever reason) by such Consignee, or other Person, the CUSTOMER shall remain responsible for such freight, duties, charges, dues, or other expenses.

(m) The FORWARDER shall not be under any liability in respect of such arrangements as are referred to under sub-clause (k) and (l) hereof save where such arrangements are made in writing, and in any event, the FORWARDER's liability in respect of the performance of, or arranging the performance of, such instructions shall not exceed the limits set out in clause 5(d) (ii) of these conditions.

(n) Without prior agreement in writing by an officer of the FORWARDER so authorised, the FORWARDER will not accept or deal with Goods that require special handling regarding carriage, handling, or security whether owing to their thief attractive nature or otherwise including, but not limited to bullion, coin, precious stones, jewellery, valuables, antiques, pictures, human remains, livestock, pets, plants. Should any Customer nevertheless deliver any such goods to the FORWARDER, or cause the FORWARDER to handle or deal with any such goods, otherwise than under such prior agreement, the FORWARDER shall have no liability whatsoever for or in connection with the goods, howsoever arising. Except pursuant to instructions previously received in writing and accepted in writing by the FORWARDER, the FORWARDER will not accept or deal with Goods of a dangerous or damaging nature, nor with Goods likely to harbour or encourage vermin or other pests, nor with Goods liable to taint or affect other Goods. If such Goods are accepted pursuant to a special arrangement, but, thereafter, and in the opinion of the FORWARDER, constitute a risk to other goods, property, life or health, the FORWARDER shall, where reasonably practicable, contact the CUSTOMER in order to require him to remove or otherwise deal with the goods, but reserves the right, in any event, to do so at the expense of the CUSTOMER.

(o) Where there is a choice of rates according to the extent or degree of the liability assumed by the FORWARDER and/or third parties, no declaration of value will be made and/or treated as having been made except under special arrangements previously made in writing by an officer of the FORWARDER so authorised as referred to in clause 5(d).

4. THE CUSTOMER

(a) The CUSTOMER agrees to tender a minimum of three (3) shipments per year to FORWARDER, and FORWARDER agrees to arrange for the transportation of said shipments, as well as any other shipments offered by CUSTOMER. CUSTOMER is not restricted from tendering freight to other forwarders, brokers, or directly to motor carriers. FORWARDER is not restricted from arranging transportation for other parties.

(b) The CUSTOMER shall be responsible to FORWARDER for timely and accurate delivery instructions and description of the cargo, including any special handling requirements, for any shipment.

(c) The CUSTOMER warrants:

(i) that the description and particulars of any Goods or information furnished, or services required, by or on behalf of the CUSTOMER are full and accurate, and

(ii) that any Transport Unit and/or equipment supplied by the CUSTOMER in relation to the performance of any requested service is fit for purpose, and

(iii) that all Goods have been properly and sufficiently prepared, packed, stowed, labelled and/or marked, and that the preparation, packing, stowage, labelling and marking are appropriate to any operations or transactions affecting the Goods and the characteristics of the Goods.

(iv) that where the FORWARDER receives the Goods from the CUSTOMER already stowed in or on a Transport Unit, the Transport Unit is in good condition, and is suitable for the carriage to the intended destination of the Goods loaded therein, or thereon, and

(v) that where the FORWARDER provides the Transport Unit, on loading by the CUSTOMER, the Transport Unit is in good condition, and is suitable for the carriage to the intended destination of the Goods loaded therein, or thereon.

(d) Without prejudice to any rights under clause 3 (n), where the CUSTOMER delivers to the FORWARDER, or causes the FORWARDER to deal with or handle Goods of a dangerous or damaging nature, or Goods likely to harbour or encourage vermin or other pests, or Goods liable to taint or affect other goods, whether declared to the FORWARDER or not, he shall be liable for all loss or damage arising in connection with such Goods, and shall indemnify the FORWARDER against all penalties, claims, damages, costs and expenses whatsoever arising in connection therewith, and the Goods may be dealt with in such manner as the FORWARDER, or any other person in whose custody they may be at any relevant time, shall think fit.

(e) The CUSTOMER undertakes that no claim shall be made against any director, servant, or employee of the FORWARDER which imposes, or attempts to impose, upon them any liability in connection with any services which are the subject of these conditions, and, if any such claim should nevertheless be made, to indemnify the FORWARDER against all consequences thereof.

(f) The CUSTOMER shall save harmless and keep the FORWARDER indemnified from and against:-

(i) all liability, loss, damage, costs and expenses whatsoever (including, without prejudice to the generality of the foregoing, all duties, taxes, imposts, levies, deposits and outlays of whatsoever nature levied by any authority in relation to the Goods) arising out of the FORWARDER acting in accordance with the CUSTOMER's instructions, or arising from any breach by the Customer of any warranty contained in these conditions, or from the negligence of the CUSTOMER, and

(ii) without derogation from sub-clause 4 (f) (i) above, any liability assumed, or incurred by the FORWARDER when, by reason of carrying out the CUSTOMER's instructions, the FORWARDER has become liable to any other party, and

(iii) all claims, costs and demands whatsoever and by whomsoever made or preferred, in excess of the liability of the FORWARDER under the terms of these conditions, regardless of whether such claims, costs, and/or demands arise from, or in connection with, the breach of contract, negligence or breach of duty of the FORWARDER, its servants, sub-contractors or agents, and

(iv) any claims of a general average nature which may be made on the FORWARDER.

(g) The CUSTOMER shall pay to the FORWARDER all sums when due, immediately and without reduction or deferment on account of any claim, counterclaim or set-off. The Late Payment of Commercial Debts (Interest) Act 1998, as amended, shall apply to all sums due from the CUSTOMER.

(h) Where liability arises in respect of claims of a general average nature in connection with the Goods, the CUSTOMER shall promptly provide security to the FORWARDER, or to any other party designated by the FORWARDER, in a form acceptable to the FORWARDER.

5. LIABILITY AND LIMITATION

(a) The FORWARDER shall perform its duties with a reasonable degree of care, diligence, skill and judgment.

(b) The FORWARDER shall be relieved of liability for any loss or damage if, and to the extent that, such loss or damage is caused by:-

(i) strike, lock-out, stoppage or restraint of labour, the consequences of which the FORWARDER is unable to avoid by the exercise of reasonable diligence; or

(ii) any cause or event which the FORWARDER is unable to avoid, and the consequences of which the FORWARDER is unable to prevent by the exercise of reasonable diligence.

(c) Except under special arrangements previously made in writing by an officer of the FORWARDER so authorised, the FORWARDER accepts no responsibility with regard to any failure to adhere to agreed departure or arrival dates of Goods.

(d) Subject to clause 2(b) above and sub-clause (vi) below, the FORWARDER's liability howsoever arising and, notwithstanding that the cause of loss or damage be unexplained, shall not exceed

(i) in the case of claims for loss or damage to Goods:

- the value of any loss or damage, or
- a sum at the rate of 2 SDR per kilo of the gross weight of any Goods lost or damaged whichever shall be the lower.

(ii) subject to (iii) below, in the case of all other claims:

- the value of the subject Goods of the relevant transaction between the FORWARDER and its CUSTOMER, or
- where the weight can be defined, a sum calculated at the rate of two SDR per kilo of the gross weight of the subject Goods of the said transaction, or
- 75,000 SDR in respect of any one transaction, whichever shall be the least.

(iii) in the case of an error and/or omission, or a series of errors and/or omissions which are repetitions of or represent the continuation of an original error, and/or omission

- the loss incurred, or

- 75,000 SDR in the aggregate of any one trading year commencing from the time of the making of the original error, and/or omission, whichever shall be the lower.

For the purposes of clause 5(d) (i), the value of the Goods shall be their value when they were, or should have been, shipped. The value of SDR shall be calculated as at the date when the claim is received by the FORWARDER in writing.

(iv) Subject to clause 2(b) above and sub-clause (vi) below, the FORWARDER's liability for loss or damage as a result of failure to deliver, or arrange delivery of goods, in a reasonable time, or (where there is a special arrangement under Clause 5 (c) to adhere to agreed departure or arrival dates, shall not in any circumstances whatever exceed a sum equal to twice the amount of the FORWARDER's charges in respect of the relevant contract.

(v) Save in respect of such loss or damage as is referred to at sub-clause (iii), and subject to clause 2(b) above and Sub-Clause (iv) above, the FORWARDER shall not in any circumstances whatsoever be liable for indirect or consequential loss such as (but not limited to) loss of profit, loss of market, or the consequences of delay or deviation, however caused.

(vi) On express instructions in writing declaring the commodity and its value, received from the Customer and accepted by the FORWARDER, the FORWARDER may accept liability in excess of the limits set out in sub-clauses (i) to (iv) above upon the CUSTOMER agreeing to pay the FORWARDER's additional charges for accepting such increased liability. Details of the FORWARDER's additional charges will be provided upon request.

6. FREIGHT CARRIAGE

FORWARDER warrants that it has entered into, or will enter into, bilateral contracts with each carrier it utilizes in the performance of this Agreement. FORWARDER shall be deemed the originating carrier on all shipments transported under this Agreement, regardless of whether FORWARDER is listed on the bill of lading.

7. RECEIPTS AND BILLS OF LADING

If requested by CUSTOMER, FORWARDER agrees to provide CUSTOMER with proof of acceptance and delivery of such loads in the form of a signed Bill of Lading or Proof of Delivery, as specified by CUSTOMER. The terms and conditions of any freight documentation used by FORWARDER or carrier selected by FORWARDER may not supplement, alter, or modify the terms of this Agreement.

8. PAYMENTS

(a) FORWARDER shall invoice CUSTOMER for its services in accordance with the rates, charges and provisions set forth either in an attachment listed as Appendix, a CUSTOMER Rate Confirmation Sheet or any other written supplements or revisions that are mutually agreed to between the PARTIES. If rates are negotiated between the PARTIES and not otherwise confirmed in writing, such rates shall be considered "written," and shall be binding, upon FORWARDER'S invoice to CUSTOMER and CUSTOMER'S payment to FORWARDER.

(b) CUSTOMER agrees to pay FORWARDER'S invoice within **10 banking days** of invoice date without deduction or setoff. FORWARDER shall apply payment to the amount due for the specified invoice, regardless whether there are earlier unpaid invoices. Payment of the freight charges to FORWARDER shall relieve CUSTOMER, Consignee or other responsible party of any liability to the carrier for non-payment of its freight charges; and FORWARDER hereby covenants and agrees to indemnify CUSTOMER, Consignee or other responsible party against such liability.

9. CLAIMS .

(a) Freight Claims: CUSTOMER must file claims for cargo loss or damage with FORWARDER within 6 months from the date of such loss, shortage or damage, which for purposes of the Agreement shall be the delivery date or, in the event of non-delivery, the scheduled delivery date. CUSTOMER must file any civil action against FORWARDER in a Court of Law within one (1) year and a day from the date the carrier or FORWARDER provides written notice to CUSTOMER that the carrier has disallowed any part of the claim in the notice. Carriers utilized by FORWARDER shall agree in writing with FORWARDER to be liable for cargo loss or damage. It is understood and agreed that the FORWARDER is a Carrier but FORWARDER shall not be held liable for loss, damage or delay in the transportation of CUSTOMER'S property unless caused by FORWARDER'S negligent acts or omissions in the performance of this Agreement. CUSTOMER agrees to look to FORWARDER'S carrier (and not FORWARDER) for claims for loss, damage, or delay.

(b) FORWARDER shall assist CUSTOMER in the filing and/or processing of claims with the Carrier. If payment of claim is made by FORWARDER to CUSTOMER, CUSTOMER automatically assigns its rights and interest in the claim to FORWARDER so as to allow FORWARDER to subrogate its loss. In no event shall FORWARDER or FORWARDER'S Carrier be liable to CUSTOMER or anyone else

for special, incidental, or consequential damages that relate to loss, damage or delay to a shipment, unless CUSTOMER has informed FORWARDER in written or electronic form, prior to or when tendering a shipment or series of shipments to FORWARDER, of the potential nature, type and approximate value of such damages, and FORWARDER specifically agrees in written or electronic form to accept responsibility for such damages.

(c) **All Other Claims:** The PARTIES shall notify each other within sixty (60) days of learning of any claims other than cargo loss or damage claims (such as claims for undercharge or overcharge), and shall file any such claims with the other Party within one hundred eighty (180) days from the date of notice.

10. INSURANCE

(a) FORWARDER shall be obliged on the instructions and at the expense of the CUSTOMER to conclude the Agreement of freight insurance against risks of full destruction, loss, damage of freight during its transportation.

(b) No insurance will be effected except upon express instructions given in writing by the CUSTOMER and accepted in writing by the FORWARDER, and all insurances effected by the FORWARDER are subject to the usual exceptions and conditions of the policies of the insurers or underwriters taking the risk. Unless otherwise agreed in writing, the FORWARDER shall not be under any obligation to effect a separate insurance on the goods, but may declare it on any open or general policy held by the FORWARDER.

11. HAZARDOUS MATERIALS

FORWARDER is not in the business of arranging for transportation of hazardous materials. The acceptance of any hazardous shipment is inadvertent on the part of FORWARDER. CUSTOMER shall comply with all applicable laws and regulations relating to the transportation of hazardous materials to the extent that any shipments constitute hazardous materials. CUSTOMER is obligated to inform FORWARDER immediately if any such shipments do constitute hazardous materials. CUSTOMER shall defend, indemnify and hold FORWARDER harmless from any penalties or liability of any kind, including reasonable attorney fees, arising out of CUSTOMER'S failure to comply with applicable hazardous materials laws and regulations.

12. DEFAULT .

(a) Both parties will discuss any perceived deficiency in performance and will promptly endeavor to resolve all disputes in good faith. However, if either party materially fails to perform its duties under this Agreement, the party claiming default may terminate this Agreement on 10 (ten) banking days written notice to the other Party. CUSTOMER shall be responsible to pay FORWARDER for any services performed prior to the termination of this Agreement and for shipments not yet completed and/or not yet invoiced to CUSTOMER.

(b) All amounts owed by CUSTOMER to Forwarder shall be paid within **10 banking days** of the date invoice is issued to CUSTOMER by Forwarder. If any sums are not paid within 10 banking days after its due date, or if CUSTOMER breaches any other term of this agreement or any other agreement with Forwarder, CUSTOMER will be in default of this agreement.

13. INDEMNIFICATION

FORWARDER and CUSTOMER shall defend, indemnify and hold each other harmless against any claims, actions or damages, including, but not limited to, cargo loss, damage, or delay, and payment of rates and/or accessorial charges to Carriers, arising out of their respective performances under this Agreement. Neither party shall be liable to the other party for any claims, actions or damages due to the negligence of the other party.

14. ASSIGNMENT/MODIFICATIONS OF AGREEMENT

(a) Neither party may assign or transfer this Agreement, in whole or in part, without the prior written consent of the other party.

(b) No amendment or modification of the terms of this Agreement shall be binding unless in writing and signed by the PARTIES.

15. SEVERABILITY/SURVIVABILITY

In the event that the operation of any portion of this Agreement results in a violation of any law, or any provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the Parties agree that such portion or provision shall be severable and that the remaining provisions of the Agreement shall continue in full force and effect. The representations and obligations of the PARTIES shall survive the termination of this Agreement for any reason.

16. INDEPENDENT CONTRACTOR

It is understood between FORWARDER and CUSTOMER that FORWARDER is not an agent for the Carrier or CUSTOMER and shall remain at all times an independent contractor. CUSTOMER does not exercise or retain any control or supervision over FORWARDER, its operations, employees, or carriers.

17. NONWAIVER

Failure of either party to insist upon performance of any of the terms, conditions or provisions of this Agreement, or to exercise any right or privilege herein, or the waiver of any breach of any of the terms, conditions or provisions of this Agreement, shall not be construed as thereafter waiving any such terms, conditions, provisions, rights or privileges, but the same shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

18. FORCE MAJEURE

Neither Party shall be liable to the other for failure to perform any of its obligations under this Agreement during any time in which such performance is prevented by fire, flood, or other natural disaster, war, embargo, riot, civil disorder, or the intervention of any government authority, or any other cause outside of the reasonable control of the CUSTOMER or FORWARDER, provided that the Party so prevented uses its best efforts to perform under this Agreement and provided further, that such Party provide reasonable notice to the other Party of such inability to perform.

19. CHOICE OF LAW AND VENUE

(a) Jurisdiction and applicable law

Unless otherwise agreed, actions against the FORWARDER may be instituted only in the place where the FORWARDER has his principal place of business and shall be decided according to the law of the country of that place.

(b) Mandatory law

These Rules shall only take effect to the extent that they are not contrary to the mandatory provisions of international conventions or national law applicable to the Freight Forwarding Services.

20. CONFIDENTIALITY

(a) FORWARDER shall not utilize CUSTOMER'S name or identity in any advertising or promotional communications without written confirmation of CUSTOMER's consent and the PARTIES shall not publish, use or disclose the contents or existence of this Agreement except as necessary to conduct their operations pursuant to this Agreement.

(b) FORWARDER will require its carriers and/or other parties involved in transportation of CUSTOMER'S goods to comply with this confidentiality clause.

21. ENTIRE AGREEMENT

This Agreement, including all Appendices, Exhibits, and Addenda, constitutes the entire agreement intended by and between the PARTIES and supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements, and understandings, whether oral, written, expressed or implied, with respect to the subject matter hereof.