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 C.H. Robinson International Inc., its subsidiaries, related companies, agents and/or representatives;
   (b) “Customer” shall mean the person for which the Company is rendering service, as well as its agents and/or representatives, including but not limited to shippers, importers, carriers, secured parties, warehousemen, buyers and/or sellers, shipper’s agents, insurers and underwriters, break-bulk agents, consolidators, assignees, counsel and/or brokers.
   (c) “Document” shall mean all the information received directly or indirectly from Customer, whether in paper or electronic form;
   (d) “Ocean Transportation Intermediaries” (“OTT”) shall include an “ocean freight forwarder” and/or “vessel operating carrier”;
   (e) “Parties” shall include, but not be limited to, the following: carriers, truckmen, cartmen, lightermen, forwarders, OTIs, customs brokers, agents, warehousemen and others to which the goods are entrusted for transportation, storage, handling and/or delivery or storage or otherwise;
   (f) “CBP” shall mean U.S. Customs & Border Protection.

2. Company as agent. The Company acts as the agent of the Customer for the purpose of performing duties and services in connection with the entry and release of goods, post entry services, the securing of express licenses, the filing of export and security documentation on behalf of the Customer and the other dealings with Government Agencies, as to all other services. Company acts as an independent contractor.

3. Limitations 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 and failure to give the Company timely notice shall be a complete defense to any suit or action commenced by Customer.
   (b) All suits against Company must be filed and properly served on Company as follows:
      (i) For claims arising out of air transportation, within one (1) year from the date of the loss;
      (ii) For claims arising out of air transportation, within two (2) years from the date of the loss;
      (iii) For claims arising out of the preparation and/or submission of an import entry(s), within seventy-five (75) days from the date of the dissolution of the entry(s);
      (iv) For any and all other claims of any other type, within two (2) years from the date of the loss or injury.

4. 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 Customer, Company shall use reasonable care in selecting any third party or route. All risks of loss or damage incurred with respect to any third party or route selected by Company shall be borne solely at the risk of the Customer and Third Party. All claims in connection with such services nor does Company assume responsibility or liability for any action(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 custody or control of a third party or the agent of a third party, unless specifically requested to do so in writing by Customer or its agent.

5. Quotations Not Binding. Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by the Company to the Customer are for informational purposes only and are subject to change without notice; no quotation shall be binding upon the Company unless the Company in writing agrees to undertake the handling or transportation of the shipment at a specific rate or amount set forth in the quotation and payment arrangement. Company shall agree to provide the Customer and the Company.

6. Reliance On Information Furnished. (a) Customer acknowledges that it is required to review all documents and declarations prepared and/or filed with CBP, other Government Agency and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions on any declaration filed on Customers behalf;
   (b) in preparing and submitting CBP entries, export declarations, applications, security filings, documentation and/or other required data, the Company relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by Customer; Customer shall use reasonable care in the preparation of all such documents and shall immediately hold and indemnify the Company harmless from any and all claims asserted and/or liability or losses suffered by reason of the Customer’s failure to cooperate reasonably with the Company in the preparation or submission of such documents, or in connection with the Act of a third party shall be brought solely against such party or its agents; in connection with such claim, the Company shall reasonably cooperate with the Customer, which shall be liable for any action or inaction incurred by the Company.

7. Declaring Higher Value To Third Parties. Third parties to whom the goods are entrusted may limit liability for loss or damage; the Company will request excess valuation coverage only upon specific written instructions from the Customer. Company shall notify the Customer of all instructions or the refusal of the third party to agree to a higher declared value, at Company’s discretion, the goods 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.

8. Insurance. Unless requested to do so in writing and confirmed to Customer in writing, Company is under no obligation to procure insurance on Customer’s behalf; in all cases, Customer shall pay premiums and costs in connection with procuring requested insurance. No obligation to procure insurance on Customer’s behalf; in all cases, Customer shall pay premiums and costs in connection with procuring requested insurance.

10. Advancing Money. All charges must be paid by Customer in advance unless the Company agrees in writing to extend credit to Customer; the granting of credit to a Customer in connection with a particular transaction will not be regarded as a provision by the Company. Both Customer and any listed subsidiary or affiliate to whom credit is extended by Company shall be jointly and severally liable for payment of all sums for which credit is extended, without the necessity of any claim to the other for payment.

11. Indemnification/Hold Harmless. The Customer agrees to indemnify, defend, and hold the Company harmless from any claims and/or liability, fines, penalties and/or attorney’s fees arising from the importation or exportation of Customers merchandise and/or any conduct of the Customer, including but not limited to the accuracy of entry, export or security data supplied by Customer or its agent or representative, which violates any Federal, State and/or other laws, and further agrees to indemnify and hold the Company harmless from any and all liability, loss, damages, costs, claims, penalties, fines and/or expenses, including but not limited to reasonable attorney’s fees, which the Company 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 the Company, it shall give notice in writing to the Customer by mail at its address on file with the Company.

12. C. O. D. or Cash Collect Shipments. Company shall use reasonable care in writing instructions relating to “Cash/Collections” on “Deliver to 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 have no liability if the bank or consignee refuses to pay for the shipment.

13. Costs of Collection. In any dispute involving monies owed to Company, the Company shall be entitled to all costs of collection, including reasonable attorney’s fees and interest at 15% per annum or the highest rate allowed by law, whichever is less, unless a lower amount is agreed to by the Company.

14. General Lien and Right To Sell Customer’s Property. (a) “Customer” shall mean the person for which the Company is rendering service, as well as its agents and/or representatives, including but not limited to shippers, importers, carriers, secured parties, warehousemen, buyers and/or sellers, shipper’s agents, insurers and underwriters, break-bulk agents, consolidators, assignees, counsel and/or brokers. Therefore, if you pay by check, CBP charges may be paid with a separate check payable to the “U.S. Customs & Border Protection” which shall be delivered to CBP by the broker. Importer’s who wish to utilize CBP services on behalf of its Customer shall retain the Customer’s rights and obligations for compensation of any errors, discrepancies, incorrect statements, or omissions on any declaration filed on Customers behalf, and/or representatives, including but not limited to shippers, importers, carriers, secured parties, warehousemen, buyers and/or sellers, shipper’s agents, insurers and underwriters, break-bulk agents, consolidators, assignees, counsel and/or brokers.

15. Modification or Amendment of these Terms. These terms and conditions of service may only be modified, altered or amended in writing signed by both Customer and Company; any attempt to unilaterally modify, alter or amend same shall be null and void.

16. Obtaining Binding, Rulings, Filing Protests, etc. Unless requested by Customer in writing and agreed to by Company in writing, Company shall be under no obligation to undertake any pre- or post CBP release action, including, but not limited to, obtaining binding rulings, advising of liquidations, filing of petitions, etc.; unless specifically requested to do so in writing by Customer or its agent and Customer agrees to pay for same, Company shall rely upon and use the cargo weight supplied by Customer.

17. Preparation and Issuance of Bills of Lading. Where Company prepares and/or issues a bill of lading, Company 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 Customer or its agent and Customer agrees to pay for same, Company shall rely upon and use the cargo weight supplied by Customer.

18. F.M.R. Majeure. Company shall not be liable for losses, damages, delays, wrongful or missing deliveries or nonperformance, in whole or in part, of its responsibilities under the Agreement, resulting from an unavoidable or unusual event, including without limitation, (i) the acts of God, including flood, earthquake, storm, hurricane, power failure or other natural disaster; (ii) war, hijacking, robbery, theft or terrorist activities; (iii) incidents or deteriorations to means of transportation, (iv) insolvency of a carrier, carrier’s parent company, consignee, or any carrier, carrier’s parent company, or consignee, or any carrier’s affiliate, including but not limited to, (v) breaches of contract or omission by Customer, Shipper, Consignee or anyone else who may have an interest in the shipment, (vi) acts by any government or any subdivision thereof, including denial of access, denial of importation of any import/export or other necessary license or, (vii) strik3, lockouts or other labor conflicts.

19. Severability. In the event any paragraph(s) and/or portion(s) hereof is found to be invalid or unenforceable, the remainder of this Agreement and/or the rest of the paragraph(s) and/or portion(s) hereof will remain in full force and effect. Company’s decision to waive any provision herein, either by conduct or otherwise, shall not be deemed to be a further waiver of the violation of such provision or to invalidate any other provision herein.

20. Governing Law, Jurisdiction and Venue. All disputes, controversies, claims and/or actions arising out of or relating to the interpretation, execution, performance or termination of these Terms and conditions of service and/or the relationship of the parties shall be construed according to the laws of the State of Minnesota without giving consideration to any conflict of law. Customer and Company are located in Minnesota.

(a) irrevocably consent to the jurisdiction of the United States District Court and the State courts of Minnesota;
(b) agree that any action relating to the services performed by Company, shall be only brought in said courts;
(c) submit 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

Approved by the National Customs Brokers and Forwarders Association of America, Inc. (Revised 11/12)