

PITT OHIO INTERNATIONAL LLC
GENERAL TRADING TERMS AND CONDITIONS OF SERVICE

These General Trading Terms and Conditions of Service constitute a legally binding contract
between the Company and Shipper.

CONDITIONS GENERALLY APPLICABLE

1. Definitions.

- a) “Company” shall mean **PITT OHIO INTERNATIONAL LLC**, its subsidiaries, related companies, agents and/or representatives;
- b) “Conditions” shall mean all the terms and conditions of contract as stated herein.
- c) “Shipper” shall mean the person for which the Company is rendering service, as well as it’s agent and/or representative, including but not limited to, shippers, owners, notify parties, importers, exporters, carriers, secured parties, warehousemen, buyers and/or seller, shippers agents, insurers and underwriters, break-bulk agents, consignee, etc.
- d) “Documentation” shall mean all information received directly or indirectly from Shipper, whether in paper or electronic form.
- e) “Ocean Transportation intermediaries” (“OTI”) shall include an “ocean freight forwarder” and a “non-vessel operating carrier”;
- f) “Third Party (or Parties)” shall include, but not be limited to, the following: carriers, truckmen, cartmen, lightermen, freight forwarders, Indirect Air Carriers, OTIs, customs brokers, agents, warehousemen and others to which the goods are entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise.

2. Scope of These Conditions.

- a) Any and all activities of the Company in the course of its business including any advice, information or service provided by the Company whether for compensation or not are undertaken subject to, and governed by, these Conditions except for those activities undertaken by the Company pursuant to the following documents if issued by Company with respect to such activities, in which case the terms and conditions of such documents shall apply and govern to the extent of any conflict with the provisions herein: (i) the Company’s U.S. domestic and international house airbills relating to the consolidation and carriage of goods by air; (ii) the Company’s ocean bill of lading relating to the consolidation and carriage of goods by sea; (iii) the Company’s warehouse receipt relating to the consolidation and storage of goods in a warehouse owned or operated by Company; and (iv) the Company’s surface bill of lading relating to the consolidation and carriage of goods by road if and only if Company has named itself as the “Carrier” therein. The terms and conditions contained in the above listed documents shall apply to the respective services regardless of whether Shipper received the document before or after the commencement of those services, and Shipper hereby accepts those conditions for the services described in (i)-(iv) above.
- b) Notwithstanding the foregoing, these Conditions shall govern Company’s liability with respect to its undertaking to file or submit any information, in any format, to any government regulatory agency, organization or similar entity on Shipper’s behalf and with Shipper’s written authorization, whether in conjunction with the activities and pursuant to the terms detailed in Paragraph 2(a)(i)-(iv), above, or whether provided as a separate service by Company, for compensation or not.
- c) If any law is compulsorily applicable to any business undertaken, these conditions shall, as regards such business, be read as subject to such law and nothing in these conditions shall be construed as a surrender by the Company of any of its rights, immunities, or protections, or as an increase of any of its responsibilities or liabilities, under such law. If any part of these Conditions is found to be invalid and/or unenforceable, then in such event the remainder hereof shall 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 or continuing waiver of such provision or to otherwise waive or invalidate any other provision herein.

- d) Company may, in its sole discretion, amend these Conditions from time to time in which case the modified terms and conditions will take effect as of the date they are posted on the Company's website. If the Shipper wishes to contract with the Company otherwise, special arrangements can be made and revised prices quoted but such arrangements shall only become applicable if made in writing and signed by a director or officer of the Company. Any attempt by Shipper to otherwise alter, amend or modify these Conditions shall be null and void.
- e) The liability of any entity included in the definition of "Company" herein is several and not joint, and in no event will any such entity be responsible for any acts or omissions of any third party, including, but not limited to any other entity included in the definition of "Company".

3. Obligations of Shipper.

The Shipper warrants that:

- a) The Shipper is either the owner or the authorized agent of the owner of the goods and that Shipper is authorized to engage the Company both on behalf of Shipper and as agent for the owner of the goods under these terms and conditions;
- b) The description and particulars of the goods provided by the Shipper, including but not limited to their marks, number, weight, volume and quantity, are complete and correct in all respects;
- c) Shipper has verified the weight of the goods destined for transport on steamship lines by using properly calibrated and certified equipment and that Company is entitled to rely on the accuracy of such weight and to endorse such verified weight as agent of the Shipper.
- d) The goods are properly marked and suitably packaged for normal handling, including any special handling requested by the Shipper if applicable, and that the goods have been properly loaded in a suitable transport unit in suitable and good condition to carry the goods;
- e) Any cargo that is hazardous, dangerous, noxious or has any potential to encourage vermin or taint other goods has been packaged, tendered and/or labeled in accordance with applicable governmental or industry rules and regulations and identified as such at the time of Shipper's request for services with respect to such goods and in any event prior to receipt by Company or its subcontractor(s);
- f) The goods do not require insulated, refrigerated, ventilated or other special storage or handling not disclosed to the Company at or before the time of Shipper's request for services with respect to such goods;
- g) It is in compliance with all applicable laws and government rules and regulations, and has obtained any and all permits or licenses, related in any way to the transport of its goods, including, but not limited to, the U.S. Foreign Corrupt Practices Act, the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, the U.S. Anti-Boycott regulations, the various U.S. economic sanctions programs administered by the U.S. Treasury's Office of Foreign Assets Control and any applicable laws or regulations of any country to, from, through or over which goods may be carried; and
- h) Shipper is knowledgeable about its business and matters relating thereto (including the rigors of transportation of its goods) and is able, prepared and willing to use all reasonable methods to cooperate with Company for efficient execution of the services Company provides.
- i) In no event will Company have any responsibility for, and Shipper will defend, indemnify, and hold Company harmless from, and will pay and reimburse, any charges imposed by third parties with respect to use of equipment in which cargo tendered by, to or on behalf of Shipper is or has been laden, or for charges assessed with respect to storage or handling of any such equipment, including, but not limited to, charges assessed by steamship lines, rail carriers, rail terminal operators, marine terminal operators or port authorities. Without limiting the generality of the foregoing, Company shall have no liability for any such charges arising from or related to port congestion, lack of equipment availability, labor shortages, or other situations impacting port or intermodal transportation operations.

4. Company as Agent.

- a) The Company may act as a principal or as the agent of the Shipper. The Company acts as an agent except where:
- (1) it issues a transport document or electronic record such as a bill of lading or airbill naming Company as the “Carrier” and otherwise evidencing its obligation to deliver goods;
 - (2) it issues a warehouse receipt evidencing its acceptance of goods for storage at a facility owned or operated by Company; or
 - (3) the direct employees of the Company are physically handling the goods in the course of any service.
- b) When acting as an agent, the Company acts solely on behalf of the Shipper in engaging the services of Third Parties, which such engagement may be on any terms negotiated with such Third Parties, including, but not limited to, on the usual terms and conditions on which the Third Parties offer services for the carriage, storage, packing, consolidation or handling of any goods, or for any other service in relation to them, thereby establishing a direct contract between the Shipper and the Third Parties capable of being enforced by the Shipper as principal, whether or not the Shipper is identified in such contract. The Shipper acknowledges that it shall be bound by the terms and conditions of the agreements made by Company with Third Parties, which may contain limitations of liability.

5. Limitation of Liability.

- a) Except as specifically set forth herein, Company makes no express or implied warranties in connection with its services;
- b) Notwithstanding Paragraph 4(a), above, Shipper agrees that in connection with any and all services performed by the Company, the Company shall only be liable for its negligent acts, which are the direct and proximate cause of any injury to Shipper, including loss or damage to Shipper’s goods, and the Company shall in no event be liable for the acts or omissions of Third Parties. Nor will Company have any liability to Company related to or arising from the selection of Third Parties or the terms, conditions or agreements pursuant to which Third Parties perform their services.
- c) The Company’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 damages to goods (including loss or damage due to unreasonable delay) whichever shall be the lower of: (a) The value of any goods lost or damaged, or (b) The sum of \$[100] per shipment; and (ii) in the case of all other claims (including, but not limited to, claims relating to “customs business”) whichever shall be the lower of: (a) The amount owed by Shipper to Company with respect to the specific services giving rise to such liability, or (b) The sum of \$[100] per occurrence.

For the purposes of the above, the value of the goods shall be their value at the place and time they are delivered or should have been so delivered to the consignee in accordance with the relevant transaction between the Company and the Shipper.

- d) The Company’s sole liability arising from or relative to delay in the pick-up or delivery of goods shall be for or related to failure to deliver or arrange delivery of goods in a reasonable time if such failure causes loss or damage to the goods.
- e) IN NO EVENT WILL COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOST PROFITS OR BUSINESS INTERRUPTION, REGARDLESS OF WHETHER COMPANY WAS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

6. Declaring Higher Value to Third Parties.

Third Parties to whom goods are entrusted may limit liability for loss or damage, and Shipper agrees that it is bound by such limitations. Company will request excess valuation coverage from such Third Parties only upon specific written instructions from the Shipper received by Company at least seventy-two (72) hours prior to scheduled pick-up. Shipper agrees that it will be solely responsible for the charges associated therewith, and that failure to pay such charges may result in lack of such coverage. In the absence of written 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 otherwise applicable limitation of liability without any additional liability on the Company.

7. Limitation of Actions.

- a) Subject to any longer claim filing period that is mandatory under an applicable statute or international convention, Company will have no liability for a potential or actual loss arising from or related to services hereunder unless the claim therefore is made in writing and received by the Company within twenty (20) days of the event giving rise to claim; the failure to give the Company timely notice shall be a complete defense to any suit or action commenced by Shipper.
- b) Subject to any longer period that is mandatory under an applicable statute or international convention, Company will have no liability for a potential or actual loss arising from or related to services hereunder unless suit is filed and properly served on Company within one (1) year of the event giving rise to the underlying claim.
- c) Investigating, negotiating or otherwise dealing with claims by Company or its legal advisors shall not be deemed a waiver of the foregoing provisions.
- d) Release of the goods into the custody of the person entitled to delivery thereof, without notation of loss or damage on the transport documents prior to such release, shall be prima facie evidence of delivery of the goods in good order and condition, as was the state of such goods upon tendering to Company. Any such loss or damage must be immediately reported to Company. If loss or damage is not apparent, written notice must be given to Company within three (3) days after delivery and failure to give such timely notice shall also be a complete defense to any suit or action commenced by Shipper. Should a consignee refuse to sign for the receipt of goods, Company shall request further instructions from Shipper and all expenses in connection with such further instructions shall be the responsibility of Shipper.

8. Company's Freedom In the Selection of Third Parties and/or Routes.

The Company shall be entitled to engage any other person, firm or company to perform any of its obligations hereunder. Selection of a Third Party by the Company shall not be construed as a warranty or representation by the Company that such Third Party will render services, nor does the Company assume responsibility or liability for the actions and/or inactions of such Third Parties, nor for any liability due to delay, loss or damage which occurs while goods are in the custody or control of any such Third Party or agent thereof. The Shipper shall not seek to impose upon any such Third Party any liability greater than that accepted by the Third Party under these conditions. All claims in connection with the acts or omissions of a Third Party shall be brought solely against such party and/or its agents; in connection with any such claim, the Company shall reasonably cooperate with the Shipper, which shall be liable for any charges or costs incurred by the Company. If at any time the method and/or route of forwarding selected by the Shipper shall become impossible to perform for any reason, the Company may use any other method available at its discretion and all charges and/or expenses incurred in using such method shall be for the Shipper's account.

9. Liberties.

- a) No date for completion is fixed and in particular but without prejudice to the generality of the foregoing the Company accepts no responsibility for departure or arrival dates or times.
- b) The Company shall not be obliged to arrange for the goods to be carried, stored or handled separately from other goods, except under special arrangements previously made in writing.
- c) If at any stage in any transaction the Company should reasonably consider that there is good reason in the Shipper's interests to depart from any of the Shipper's instructions, the Company shall be permitted to do so and shall not incur any additional liability in consequence of so doing.
- d) If at any time events or circumstances come to the attention of the Company which in the opinion of the Company make it wholly or in part impossible or impracticable, commercially or otherwise, for the Company to perform for any reason, the Company may use any other method available to deal with the goods at its sole discretion and all charges and/or expenses incurred in using such method shall be for the Shipper's account. Company shall endeavor where

practical to inform the Shipper of such events or circumstances and seek further instructions, but reserves the right, in any event, to do so at Shipper's expense.

10. Rates and Quotations.

- a) Unless Company determines, in its sole discretion, to forego collection of charges owed to Third Parties, Compensation paid by Shipper to Company shall include the rates and charges of all carriers and Third Parties used by Company in performing services with respect to the goods. All such amounts are due to Company in advance unless Company determines, in its sole discretion, to grant Shipper credit. Granting of credit as to a particular transaction shall not be considered a waiver of this provision. Charges shall be invoiced on the actual or dimensional weight of the goods, whichever is greater. Shipper is liable for all charges imposed by Third Parties with respect to the goods regardless of whether included in any quotations provided by Company.
- b) Company may, in its sole discretion, agree to handle a collect shipment (whether for freight charges, duties, charges or any other monies) using reasonable care, but shall have no liability if the consignee or other person refuses to pay for the shipment or if payment is collected via the wrong method. Shipper shall remain ultimately responsible for all such charges.
- c) Quotations generally as to fees, rates of duty, freight charges, insurance premiums or other charges given by the Company to the Shipper are for informational purposes only and are subject to change without notice, and such amounts do not include provision of services not foreseen or contemplated at the time provided. Company may pass through additional costs due to exchange rate fluctuations. Company shall not be bound to a quotation for the use of a particular provider, nor particular fee for services, unless in a separate writing, acknowledged and agreed by both parties in advance of the transaction and in all events subject to and conditioned upon the warranty in paragraph 3.b., above.
- d) All charges are earned in full upon Company's agreement to provide services. If Company has extended credit to Shipper, all invoices from Company shall be due and payable without deduction or offset within thirty (30) days of the date of Company's invoice and all payments shall be made in United States Dollars. Shipper shall be responsible for all normal and customary fees associated with it effecting payment by wire transfer.

11. Reliance on Information Furnished.

- a) Shipper acknowledges that it is required to review all documents and declarations prepared and/or filed with any government agency and/or third parties for completeness and accuracy, and will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions on any declaration filed on Shipper's behalf.
- b) In preparing and submitting customs entries, export declarations, applications, documentation and/or export data to the United States and/or a third party, the Company relies on the correctness of all documentation whether in written or electronic format and all information furnished by Shipper. The Shipper agrees that the Shipper has an affirmative non-delegable duty to disclose any and all information required by any party, including Company, to import, export, or otherwise deal with the goods.

12. Insurance.

Unless requested to do so in writing and confirmed to Shipper in writing, Company is under no obligation to assist in the procurement of insurance on Shipper's behalf. In all cases, Shipper shall pay all premiums and costs in connection with procuring insurance. Shipper acknowledges and agrees that Company is not in the business of arranging for insurance and is not acting as an insurance broker or insurer.

13. Indemnification/Hold Harmless.

SHIPPER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS COMPANY FROM AND AGAINST, AND SHALL PAY AND REIMBURSE COMPANY FOR ANY AND ALL DIRECT AND INDIRECT LIABILITIES, CLAIMS, LOSSES, EXPENSES, COSTS (INCLUDING ATTORNEY FEES) OR DAMAGES (FOR PURPOSES OF THIS PROVISION, "CLAIMS") INCURRED OR OCCASIONED BY (i) A BREACH BY THE SHIPPER OF ANY OF THE WARRANTIES CONTAINED HEREIN; (ii) THE FAILURE OF THE SHIPPER TO COMPLY WITH THESE PROVISIONS; (iii) COMPANY'S EXECUTION OF SHIPPER'S INSTRUCTIONS; (iv) SHIPPER'S NEGLIGENCE OR WILLFUL MISCONDUCT; OR (v) ANY AUXILIARY SERVICES INCLUDING BUT NOT LIMITED TO LOCAL CARTAGE, CRATING, UNCRATING, PACKING, AND UNPACKING WHICH ARE REQUESTED BY SHIPPER

AND ARRANGED BY COMPANY AS A CUSTOMER ACCOMMODATION WHEN SUCH SERVICES ARE NOT ACTUALLY PERFORMED BY COMPANY; OR (vi) CLAIMS, SEEKING TO IMPOSE LIABILITY IN EXCESS OF ANY LIABILITY EXPRESSLY ASSUMED BY COMPANY HEREIN OR IN EXCESS OF ANY LIMITATION OF LIABILITY TO WHICH COMPANY IS ENTITLED HEREUNDER. THE INDEMNITY OBLIGATIONS IN THIS PROVISION SHALL NOT APPLY TO THE EXTENT A CLAIM IS DETERMINED BY A COURT OF APPROPRIATE JURISDICTION TO HAVE BEEN CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY.

14. Costs of Collection.

In any dispute involving monies owed to the 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 Company in a separate writing acknowledged by both Company and Shipper.

15. General Lien.

- a) Company shall have a general and continuing lien on any and all property of Shipper coming into Company's actual or constructive possession or control for monies owed to Company with regard to the shipment on which the lien is claimed, any prior shipment(s) and/or both;
- b) Company shall provide written notice to Shipper of its intent to exercise such lien, the exact amount of monies due and owing, as well as any ongoing storage or other charges. Shipper shall notify all parties having an interest in its shipment(s) of Company's rights and/or the exercise of such lien; and
- c) Unless, within fifteen (15) days of receiving notice of lien, Shipper posts cash or letter of credit at sight, or if the amount due is in dispute, an acceptable bond equal to 110% of the value of the total amount due, in favor of the Company, guaranteeing payment of the monies owed, plus all storage and other charges accrued or to be accrued, Company shall have the right to sell such shipment(s) at public or private sale or auction and any net proceeds remaining thereafter shall be refunded to Shipper.
- d) Company shall be under no obligation to exercise any lien for General Average contribution due to Shipper or any other person.

16. Preparation and Issuance of Bills of Lading.

In handling the goods, Company may choose to act as the carrier of the goods for any or all portions of the transaction. Where Company prepares and/or issues a bill of lading or airbill, 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 Shipper or its agent and Shipper agrees to pay for same. When issuing its own transport documents, and except as set forth herein, such transport documents shall govern Company's liability and supersede these Conditions during the period Company acts as a carrier under such documents.

17. Taxes.

Shipper shall be liable for any duties, taxes, imposts, levies, deposits or outlays of any kind levied by any authorities at any port or place for or in connection with the goods or Company's services, and for any payments, fines, expenses, loss or damage whatsoever incurred by Company, its servants, agents or sub-contractors in connection therewith.

Shipper shall, upon request, make immediate (advance) payment to Company to cover any money for which Shipper is or may become liable under this paragraph. Company shall not be under any obligation to advance any money to Shipper or any person for such purpose.

18. No Modification of Amendment Unless Written.

Company may, in its sole discretion, amend these terms and conditions from time to time in which case the modified terms and conditions will take effect as of the effective date therein. Shipper and Company may agree to alternative terms in a writing signed by both parties. Any attempt by Shipper to unilaterally alter, amend or modify the same shall be null and void. Any such variation, cancellation, or waiver of these terms and conditions must be in a writing signed by an officer of Company and notice is hereby given that no other person has or will be given authority to agree to any variation, cancellation or waiver of these terms and conditions.

19. Severability.

In the event any paragraph(s) and/or portion(s) hereof is found to be invalid and/or unenforceable, then in such event the remainder hereof shall remain in full force and effect.

20. Force Majeure.

Company shall not be liable for loss, damage, delay, wrongful or missed deliveries or nonperformance, in whole or in part, of its duties herein, resulting from circumstances beyond the reasonable control of either Company or its subcontractors, including but not limited to: (i) acts of God, including disease or pandemic, flood, earthquake, storm, hurricane, power failure or other natural disaster; (ii) war, robbery, theft, hijacking or terroristic activities; (iii) embargoes; (iv) deterioration to means of transportation; (v) civil commotions or riots; (vi) defects, nature or inherent vice of the goods; (vii) acts, breaches of contract or omissions by Shipper or any other person that may have an interest in the goods; (viii) acts by any government office or agency; or (ix) strikes, lockouts, or other labor related conflicts or slowdowns.

21. Regulatory Compliance.

- a) Shipper acknowledges that it has the sole responsibility for maintaining records required of it by law or for use in its business and Company shall have no obligations related thereto. Company shall only be required to keep those records required of it by applicable laws or regulations and shall have no liability as to Shipper in the event that Company fails to comply with such laws or regulations.
- b) Unless requested by Shipper in writing and agreed to by Company in writing, Company shall be under no obligation to undertake any ancillary regulatory activity related to “customs business,” including but not limited to obtaining binding rulings, filing petitions or protests, advising of liquidations; similarly Company shall not be obligated to obtain an import or export license or be responsible for ascertaining or determining licensing responsibility unless agreed to in writing, in advance. Any such services performed by Company will be performed as agent of Shipper.

22. Governing Law; Consent to Jurisdiction and Venue.

- c) Except to the extent governed by other compulsorily applicable law, these Conditions and the services provided by Company shall be governed by and subject to the laws of the State of Pennsylvania, without regard to the choice-of-law rules of the State of Pennsylvania or any other state or nation. SHIPPER AND COMPANY AGREE THAT ANY CLAIM OR DISPUTE ARISING FROM OR IN CONNECTION WITH THESE TERMS AND CONDITIONS OR SERVICES RENDERED HEREUNDER, WHETHER UNDER FEDERAL, STATE, LOCAL, OR FOREIGN STATUTES, REGULATIONS, OR COMMON LAW, SHALL BE BROUGHT EXCLUSIVELY IN THE STATE OR FEDERAL COURTS SERVING THE WESTERN DISTRICT OF PENNSYLVANIA IN PITTSBURGH, PENNSYLVANIA. SHIPPER AND COMPANY HEREBY CONSENT TO THE JURISDICTION OF SUCH COURTS. In the event Shipper files an action against Company, Shipper hereby consents to any Company-instituted transfer of such action to any other venue in which Company is a party or subsequently becomes a party to an action concerning loss, damage or delay to the cargo that is the subject of Shipper’s action. Should Company successfully defend itself or any legal actions brought by any party with an interest in this Shipment, Company shall be entitled to reasonable attorney fees and costs. If any provision of these Conditions is declared void, invalid or unenforceable by any court of law, the remaining provisions of these Conditions shall, to the extent permitted by such declaration, remain in full force and effect as though the void, invalid or unenforceable provisions were never a provision of these Conditions. No agent, servant or representative of the Company has authority to alter modify or waive any provisions of this contract unless in a writing signed by an officer of Company.