



AXIS WORLDWIDE SUPPLY CHAIN & LOGISTICS SERVICES AGREEMENT

THIS FREIGHT/TRANSPORTATION/WAREHOUSE AND INSTALLATION SERVICES AGREEMENT (“Agreement”) is entered into this _____ day of _____, 20____ (the “Effective Date”) by and between AXIS WORLDWIDE SUPPLY CHAIN & LOGISTICS, INC., a Missouri corporation with its principal place of business at 100 Chesterfield Business Parkway, Suite 120, Chesterfield, MO 63005 (“Axis”) and the customer listed below (“Customer”). Axis and Customer are each sometimes referred to herein as a “Party” and together as “Parties”.

Customer Name: _____

Address: _____

RECITALS

WHEREAS, Axis is a third party intermediary with the necessary expertise and resources to arrange for the shipment and/or storage of various goods (“Goods”) via the services described in this Agreement (“Services”); and

WHEREAS, Customer desires to utilize the Services of Axis to arrange for the shipment and/or storage of the Goods in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual promises and conditions herein, Axis and Customer hereby agree as follows:

1. **Services.** In its capacity as a logistics company and freight forwarder, Axis shall provide Customer with the Services listed below, and such other Services as Axis may agree in writing to provide, as required for the transportation and/or care of the Goods in international and/or domestic transit. The Parties shall initial in the appropriate space(s) below to indicate which Service(s) are to be provided by Axis to Customer pursuant to this Agreement:

_____ Warehousing Services.
Axis Customer

The warehousing Services to be arranged by Axis, if any, are set forth on **Exhibit A.**

_____ _____ Installation of Furnishings, Fixtures and Equipment (“FF&E”) Services.
Axis Customer

The FF&E Services to be arranged or provided by Axis, if any, are set forth on **Exhibit B**.

_____ _____ Surface/Ocean/Air Freight Forwarding / Non-Vessel Operating Common Carrier Services.
Axis Customer

The surface/ocean/air freight forwarding and/or non-vessel operating common carrier Services to be arranged by Axis, if any, are set forth on **Exhibit C**.

_____ _____ Custom Brokerage Services.
Axis Customer

The custom brokerage Services to be arranged by Axis, if any, are set forth on **Exhibit D**.

_____ _____ Miscellaneous Services.
Axis Customer

Miscellaneous Services to be arranged by Axis, if any, are set forth on **Exhibit E**.

2. General Terms Related to Services.

A. Compliance with Applicable Laws. Both Customer and Axis will comply with all applicable laws, governmental rules and regulations relating to the performance of the Services.

B. Special Instructions. The Parties acknowledge that from time to time special services or instructions may occasionally arise with respect to the Services. In such event, Customer shall provide Axis with written requests as to its needs for such special service, or special instructions, and Axis may provide the requested special services or accept the special instructions, upon payment by Customer of the additional charges associated with the provision of such special services or in order to accommodate such instructions.

C. Control. Axis shall have sole and exclusive control over the manner in which Axis provides the Services, and Axis may utilize such persons, Axis operating divisions, or other entities as Axis deems appropriate in necessary in connection therewith.

3. Term.

A. The term of this Agreement shall commence as of the Effective Date set forth above and shall continue until _____ (the “Termination Date”), unless extended or sooner terminated by written agreement of the Parties in accordance with the provisions hereof.

B. Prior to the Termination Date, Customer may terminate this Agreement in the event Axis defaults with respect to the performance of any of its material obligations to provide any of the Services it has agreed to provide hereunder, if: (i) Customer gives Axis written notice of the claimed default within five (5) calendar days of its discovery of the circumstances which Customer believes or maintains constitute a default by Axis; and (ii) Axis fails or refuses to reasonably cure the claimed default within thirty (30) calendar days of its receipt of such written notice from Customer.

C. Upon five (5) calendar days written notice to Customer, Axis may terminate this Agreement in the event Customer fails to timely pay in full any invoice when due under the terms hereof.

D. Upon termination of this Agreement for any reason, Axis will, within thirty (30) calendar days of such termination, provide Customer with an invoice for all Services for which Axis has not yet received payment, and Customer agrees to pay in full any undisputed amounts set forth in such invoice within ten (10) calendar days of the date of such final invoice.

4. **Subcontractors.**

A. Customer acknowledges and agrees that the Services to be provided under this Agreement shall be arranged by Axis and that the same may be performed by either Axis employees or properly licensed warehouseman, customs brokers, air carriers, water carriers, rail carriers, motor carriers, or other transportation, warehousing, installation or freight forwarding providers (collectively, "Subcontractors") in each case selected by Axis pursuant to the requirements of this Agreement. Customer understands, acknowledges and agrees that any such Subcontractors are independent contractors with exclusive control over their respective employees, and that the same are not agents, partners, affiliates, employees or authorized representatives of Axis.

B. Whenever under the terms of this Agreement Axis utilizes Subcontractors, Axis shall make commercially reasonable efforts to ensure such Subcontractors: (i) possess all such licenses and permits as are required by applicable government authority for the lawful provision of the sub-contracted Services at issue; and (ii) perform the Services pursuant to the requirements of this Agreement.

C. Axis shall at all times during the term of this Agreement be responsible for payment to such Subcontractors, including without limitation, freight charges and any other charges or compensation as required by applicable laws or regulations.

5. **Transportation Documents.**

Each shipment under this Agreement shall be evidenced by one or more transportation documents, which may include, but are not necessarily limited to, bills of lading, air waybills, ocean bills of lading, warehouse receipts, manifests or other documents purporting to control the custody and/or movement of the goods (collectively the "Transportation Documents"), showing

the kind, quantity and condition of the Goods received and delivered by Axis or its Subcontractors at the loading and unloading points, respectively. Except as expressly set forth elsewhere in this Agreement, to the extent any term or condition of such Transportation Documents conflict in any way with any term or condition of this Agreement or any Exhibit to this Agreement (including any duly executed amendment to the same), this Agreement or its applicable Exhibit shall govern. In the event Axis issues a through bill of lading to the ultimate destination, Axis shall be liable to Customer for loss or damage only in accordance with the terms of this Agreement, regardless of the number of separate contracts of carriage entered into by Axis with Subcontractors, if any.

6. **Non-Exclusivity.**

The Parties understand, acknowledge and agree that this Agreement is non-exclusive and that Axis shall be free to accept goods like the Goods described herein from, and to perform services competitive with the Services described herein for, companies or persons other than Customer and that Customer shall be free to utilize logistics services from companies other than Axis other than as the Parties may separately agree from time to time, in writing, with respect to any particular project or undertaking.

7. **Title to and Risk of Loss of the Goods.**

The Parties understand, acknowledge and agree that, unless otherwise expressly set forth in this Agreement, or in another writing, Axis shall not acquire title to or assume any risk of loss for any of the Goods on behalf of Customer, and shall not, in the course of providing the Services under this Agreement, acquire title to or assume any risk of loss for the Goods.

8. **Rates and Charges.**

Invoices and Interest on Late Payments. Customer shall timely pay Axis in full, at the address shown on Axis' invoices, the rates and charges described in **Exhibit F** or other Exhibits, as applicable, attached hereto and incorporated herein, and any other amount which becomes due and payable under this Agreement. If no rates or charges are specified in this Agreement or an Exhibit hereto with respect to a particular job, undertaking, or Service provided hereunder, then the rates or charges for such job, undertaking or Service shall be as agreed by Axis at the time Axis is engaged to perform such job, undertaking or Service. Except as otherwise set forth in the Exhibits, as may be applicable, payment shall be due Axis from Customer **within thirty (30) calendar days** from the date of each invoice provided by Axis to Customer hereunder. With respect to each such invoice, if payment in full is not received by Axis within **thirty (30) calendar days**, Customer agrees that interest on the unpaid amount from the due date forward shall accrue daily and be payable to Axis at the rate of **3%** per month for freight invoices, and **5%** per month for all other invoices, together with any and all collection costs, including attorneys' fees and costs of suit. The Parties agree that any payments made hereunder are made in payment of debts incurred in the ordinary course of business and are made according to ordinary business terms. In the event the Shipper (client) does not pay or is unable to pay for the transportation cost of goods that the receiving party deemed "consignee" is also liable under Axis Worldwide's terms and conditions. The receiving party deemed "consignee" will be held equally liable and responsible for payment to Axis Worldwide in the event the Shipper (client) is unable to pay for services provided by Axis Worldwide.

A. Overcharge and Undercharge Claims. No action or claim to recover any overcharge or undercharge for Services may be brought by either Party more than one hundred eighty (180) calendar days after the date of the applicable initial invoice.

B. No Offset. Customer may not offset against amounts owed to Axis hereunder.

C. Spot Quotes. The Parties agree that additional services and charges other than those initially contemplated herein may periodically arise during the term of this Agreement. In such circumstances, Axis may spot quote the requested services in writing, each of which spot quotes will become the applicable rate upon Axis' receipt of written acceptance of the spot quote from Customer, which written acceptance may be communicated by any written means, including electronically, by e-mail, facsimile, electronic signature, text message or other mechanized, programmatic, or digital means. Unless the spot quote and the written acceptance clearly indicate that the requested services and the applicable rates therefore are to be on an extended or continuing basis (e.g., for the remainder of the term of this Agreement), each such spot quote will apply only to the immediate services provided in connection with that spot quote. Services provided from time to time pursuant to spot quotes will be subject to the terms and conditions of this Agreement.

9. **Independent Contractors, No Partnerships Created Hereby.**

Unless Customer provides its own trailers or containers, Axis, or the applicable Subcontractor, shall furnish all equipment necessary or required for the performance of the Services hereunder. Axis, or the applicable Subcontractor, shall have full control of its personnel and shall perform the Services as an independent contractor. Nothing in this Agreement is intended to, nor should the same be construed to, create or imply any affiliation, partnership or joint venture agreement as between Axis and Customer, between Customer and any Subcontractor or between Axis and any Subcontractor.

10. **Insurance.**

Axis, and as applicable its Subcontractors, shall at all times during the term of this Agreement have and maintain in full force and effect the types and amounts of insurance coverage set forth below:

A. Commercial general liability insurance for bodily injury and property damage in the amount of \$_____per occurrence;

B. Warehousemans' legal liability insurance in the amount of \$_____per occurrence;

C. Workers' compensation insurance in such amounts as are required by the applicable state workers' compensation statutes in effect in the states in which Axis, or as applicable, its Subcontractors, employ workers subject to the provisions of such statutes.

D. Other insurance requirements: _____

At the request of Customer, Axis will deliver to Customer certificates of insurance evidencing such insurance coverage.

11. **Cargo Loss or Damage.**

A. **Subcontractors.**

(i) **Motor Carriers and Rail Carriers Liability.** Except as otherwise set forth in paragraph 11.A.(ii) below, Axis shall ensure that, with respect to any portion of the Services provided within the United States of America, motor carriers and rail carriers assume liability as a common carrier (i.e., Carmack Amendment liability under 49 U.S.C. §14706) for loss or damage of any and all of the Goods while under such carrier's care, custody or control, notwithstanding that a bill of lading, circular or tariff of a Subcontractor may state otherwise, subject to the standard exceptions to common carrier liability. For any portion of the Services provided outside the United States of America, Axis shall exercise commercially reasonable diligence to ensure that motor carriers and rail carriers assume liability for loss or damage in accordance with the laws governing such Services.

(ii) **Ocean Carriers Liability.** Axis shall ensure that ocean carriers assume liability in accordance with the Carriage of Goods at Sea Act ("COGSA"), 46 U.S.C. §1300 *et seq.* In addition, COGSA shall apply with respect to the inland surface transportation of any Goods transported under an ocean bill of lading with a Himalaya clause, in which case the liability of Axis and/or any of its Subcontractors, including any motor carriers and rail carriers, shall be limited to \$500 per package or per customary freight unit unless a higher value is declared on the face of the ocean bill of lading in which case the liability shall be the actual amount of the loss or damage not to exceed the value declared on the ocean bill of lading. In the event a court of competent jurisdiction determines that COGSA does not apply to such inland transportation, then the liability of any inland carrier for any loss or damage occurring to the Goods within the United States of America shall be as set forth in 49 U.S.C. §§11706 and 14706.

(iii) **Air Carriers Liability.** Axis shall ensure that indirect and direct air carriers assume liability for international air freight in accordance with the rules of the Warsaw Convention, as amended or altered by any applicable protocol adopted or ratified by the United States of America, and or any United States of America domestic shipments in accordance with common carrier liability.

(iv) **Warehouseman Liability.** Axis shall ensure that warehousemen assume liability for any loss or injury to the Goods, however caused, if such loss or injury resulted from the failure by such warehousemen to exercise such care in regard to the Goods as a reasonably careful man would exercise under like circumstances, subject to any liability limitations set forth in **Exhibit A.**

(v) **Installation Subcontractors Liability.** Axis shall ensure that installation subcontractors assume liability for any loss or injury to the Goods, however caused, if such loss or injury resulted from the failure by such installation subcontractors to exercise such care in regard to the Goods as a reasonably careful man would exercise under like circumstances.

B. Axis' Liability.

(i) With respect to transportation of the Goods, Axis' liability shall be in accordance with the applicable statutory liability standards for the particular mode of transportation described above (e.g., COSGA for ocean movements), absent specific liability terms set forth in this Agreement, including any applicable Exhibit. In the event Axis issues the pertinent Transportation Document in its name (e.g., bill of lading, air waybill) and is acting as a surface freight forwarder, Axis shall be liable for any loss or damage to the Goods subject to any liability limitations set forth in this Agreement, an applicable exhibit or an applicable Transportation Document. In the event Axis does not issue the Transportation Document or is acting as an air or ocean freight forwarder or property broker, Axis shall not have liability for any loss or damage to the Goods; rather, all such liability shall be borne by the applicable Subcontractor in accordance with the terms of this Agreement.

(ii) Notwithstanding anything seemingly to the contrary in this Agreement, in no event shall Axis be liable to Customer for lost profits, lost business, or any indirect, special, consequential, exemplary or punitive damages.

C. Claims. The following provisions and claims handling procedures, exclusively, shall apply during the term of this Agreement with respect to any cargo loss or damage to the Goods.

(i) Claims Handling Procedures. Any claim made by Customer against Axis for loss or damage to the Goods will be handled as follows:

(a) Customer will notify Axis promptly once Customer discovers a possible cargo loss or damage claim. The Parties agree that Customer shall have ninety (90) days after delivery of the shipment of Goods or, if no delivery, the scheduled delivery date, to file a written claim for loss or damage to the shipment. The term "written claim" as used herein means delivering a writing or notice of claim which reasonably notifies Axis that loss or damage has occurred to the shipment of Goods, the nature of the problem or issue claimed, and the remedy sought.

(b) Each claim filed against Axis hereunder will be promptly investigated by Axis. Axis will pay each claim, decline payment with explanation, or make a compromise settlement proposal, or request additional written information, within ninety (90) days after the receipt of the claim from Customer.

(c) Any lawsuit by Customer to recover any cargo claim shall be filed no later than one (1) year after a written denial of the claim has been delivered to Customer by Axis or Axis' insurance carrier or legal counsel.

(d) Customer shall not offset cargo claims against freight charges or any other invoices issued by Axis under this Agreement, without Axis' prior written permission.

(e) If governing law mandates a longer period of time for notice of a claim, or the time in which Customer may file a lawsuit with respect to the same, such longer statute of limitations will apply. But if the law of the applicable jurisdiction permits the shortening of a statute of limitations as contemplated by this Agreement, then the time limitation set forth herein shall apply.

(ii) Salvage. Any salvage value will be deducted from Customer's claim against Axis for the loss or damage at issue. If Customer chooses to not sell or allow the sale of Goods for salvage, the reasonable salvage value shall be deducted from the claim amount due Customer. With respect to handling of any damaged Goods, Axis agrees that Customer shall have the right to dispose of or destroy such Goods within ninety (90) days of Customer providing Axis with written notice of Axis' right to inspect the damaged Goods. Customer agrees to provide Axis with an inspection notification form with pertinent information regarding the damage and identifying the place where the Goods may be inspected if so desired by Axis.

(iii) Liability During Storage of Goods. If Axis, through no fault of its own, is unable to deliver a shipment of Goods, or if a shipment of Goods is refused by the consignee, Axis' liability as a warehouseman, rather than a contract carrier, shall commence upon non-delivery.

(iv) Limitations on Liability. In entering into this Agreement, Customer understands that the Goods will likely move pursuant to Axis' or its Subcontractors' limitations of liability, and that Customer's rights to pursue Axis and/or its Subcontractors for full actual loss or damages Goods may be limited or prohibited by contractual terms and/or applicable law. Neither Axis nor any of its Subcontractors shall be liable for Service delays. Unless responsibility is expressly assumed in writing by Axis, Customer shall be responsible for procuring and reinstating any additional insurance coverage to reduce or eliminate any potential loss exposure.

12. Indemnification by Axis.

Axis will indemnify, defend, and hold Customer harmless from and against any and all claims, demands, damages, losses, liabilities, costs or expenses (each a "Claim"), asserted against Customer by any person or entity not a party to this Agreement (and not an affiliate, shareholder, officer, director, partner, member, manager, employee or agent of a Party to this Agreement), with respect to:

A. any actual loss, damage to, or destruction of, tangible property, and/or illness, injury or death to any person, arising out of this Agreement; and

B. any violation by Axis of applicable laws or governmental regulations, or breach of any terms of this Agreement.

Axis shall have no duty of indemnification to the extent a Claim due to the negligent or willful act or omission of Customer. Axis shall not be liable for any incidental, special, exemplary, consequential, or punitive damages, whether direct or indirect, including but not limited to, loss of income, loss of business opportunity, loss of good will, loss of profits, in excess of the limitations

of liability set forth in this Agreement, regardless of whether Axis had knowledge that such damages might be incurred.

13. **Indemnification by Customer.**

Customer will indemnify, defend, and hold Axis harmless from and against any and all Claims, including reasonable attorneys' fees and expenses incurred by Axis in defending any such Claim, asserted against Axis by any person or entity with respect to:

A. any actual loss, damage to, or destruction of, tangible property, and/or illness, injury or death to any person, arising out of Customer's acts or omissions; and

B. any violation by Customer of applicable laws or governmental regulations, or breach of the terms of this Agreement.

14. **Information Systems and Proprietary Information.**

A. **Information Services Provided.** Any management information system or computer hardware or software used or supplied by Axis in connection with the Services provided to Customer under this Agreement, whether owned by Axis or licensed to Axis, is and will remain the sole and exclusive property of Axis. Neither the use of, nor any access to, such systems or property by Customer will confer upon Customer any further right to use, license, or ownership interest in such property owned or licensed to Axis.

B. **Proprietary Information.** The Parties acknowledge, agree and understand that each has, or may gain, access to or knowledge of each other's confidential and proprietary information and trade secrets (the "Confidential Information") in connection with the performance of the transactions, and in furtherance of the business relationship contemplated by, this Agreement. The Parties agree that all Confidential Information of one Party known or obtained by the other Party shall be kept confidential and shall not be disclosed or permitted to be disclosed to any third party without prior written authorization from the other Party, unless otherwise required or permitted by law. For purposes of the foregoing, Confidential Information shall include, but is not necessarily limited to, technical information including computer software, systems and data, report formats, pricing information, marketing information or plans, management information systems and customer lists.

15. **Transportation of Hazardous Materials.**

Customer shall provide Axis and all applicable Subcontractors with advance written notice of the proposed shipment of any hazardous material, as such term is defined and used in the Hazardous Material Transportation Act, 49 U.S.C. §5101, *et seq.* or any other applicable statute, law or governmental regulation ("Hazardous Material"). Prior to the transportation of any such Hazardous Material, Customer shall provide Axis and all applicable Subcontractors with a current material safety data sheet or any other Hazardous Material documentation requested or required to be prepared and provided by Customer or its agent for the Hazardous Material shipment. Notwithstanding anything in this Agreement seemingly to the contrary, Customer shall indemnify,

defend and hold harmless Axis and its Subcontractors, their respective shareholders, directors, officers, partners, members, managers, employees, agents and insurers, against all claims, liabilities, losses, fines, reasonable attorneys' fees and other expenses, of whatever kind or nature, arising out of, related to, or in connection with, the removal or treatment of Hazardous Material or any other remedial action pertaining to the Hazardous Material under federal, state or foreign law or governmental regulation, if:

A. Customer fails to provide the notice required by this provision prior to tendering the Hazardous Material to Axis or its Subcontractors;

B. the contact, exposure or release at issue resulted from the improper packaging, loading, storage or other acts or omissions of Customer, its employees or agents; or

C. the contact, exposure or release at issue occurred subsequent to the transport or storage of the Hazardous Material by Axis or its Subcontractors.

16. **Force Majeure.**

Neither Party, nor any Subcontractor utilized to provide Services hereunder, will be liable to another Party for any failure to perform or discharge any obligation of this Agreement where such failure is caused by acts of God, labor disputes, fire, weather, closing of public highways, government interference, natural disaster, large scale incidents of civil disorder substantially impairing the conduct of interstate commerce directly impacting the provision of Services or performance of a Party's obligations under this Agreement, terrorist attacks, or other causes beyond the affected Party's control. In order to invoke this provision, the Party intending to invoke the same shall give written notice to the other Party within a reasonable time, under the circumstances, after first learning of the circumstances giving rise to the need to invoke the same. This *Force Majeure* provision will be deemed to temporarily excuse a Party's performance of its applicable obligations under this Agreement only for the duration of time necessary and until the existence of the circumstances or cause of the Party's need to suspend performance hereunder shall have substantially abated. Notwithstanding the foregoing or anything in this Agreement seemingly to the contrary, this *Force Majeure* provision will not be deemed to excuse or suspend Customer's payment obligation with respect to any Services provided prior to the date on which the circumstances or cause at issue first occurred.

17. **Accurate and Complete Information.**

Customer shall provide Axis and its Subcontractors with complete, accurate, and timely information regarding the Goods to be transported or stored. Notwithstanding anything in this Agreement seemingly to the contrary, Customer shall indemnify, defend and hold harmless Axis and the Subcontractors, their respective shareholders, directors, officers, partners, members, managers, employees, agents and insurers, against all claims, liabilities, losses, fines, reasonable attorneys' fees and other expenses, arising out of or in connection with any failure of Customer to provide complete, accurate and/or timely information to Axis or any Subcontractor regarding the Services to be provided or the Goods to be transported or stored.

or interpretation of any provision of this Agreement.

E. Exhibits. Each Exhibit to this Agreement is an integral part of this Agreement and is in all respects subject to the terms and conditions hereof.

Choice of Law, Jurisdiction and Venue. Any lawsuit filed by a Party arising out of or in connection with this Agreement, the Services or the Goods, shall be litigated exclusively in the Circuit Court of St. Louis County, Missouri or in the United States District Court for the Eastern District of Missouri, in St. Louis, Missouri. The Parties acknowledge and agree that this Agreement is entered into St. Louis County, Missouri and is to be substantially performed in St. Louis County, Missouri. As such, the Parties agree as a condition of this Agreement that they consent to the jurisdiction of the aforementioned courts and that neither shall challenge venue in the same, nor shall a Party assert that either of the aforesaid courts is an inconvenient or improper forum for the litigation of any dispute or controversy between them arising hereunder. Any dispute between the Parties arising out of or in connection with this Agreement, the Services or the Goods, shall be governed by Missouri law. In the event of any dispute between Axis Worldwide and the Shipper, the prevailing party shall be entitled to attorneys' fees, litigation and court costs, and cost of collections. In the event Axis exercises a lien under these Terms and Conditions of Contract or under law, then the Shipper shall also pay for Axis Worldwide's attorneys' fees incurred in connection with such lien, even if prior litigation.

F. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect.

G. Signatures. The Parties represent to each other that the person(s) executing this Agreement on their respective parts are duly authorized representatives of each and that all corporate or similar actions have been taken in order to authorize such person(s) to bind the Party affixing a signature hereto below. If the Agreement is not fully executed by Customer for some reason, the act of Customer tendering Goods to Axis for Services shall constitute Customer's irrevocable acceptance of, assent to, and intent to be bound by, all of the terms and conditions set forth in this Agreement.

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**AXIS WORLDWIDE SUPPLY CHAIN
& LOGISTICS, INC.**

By: Chris Margiotta
Name: Chris Margiotta
Title: President

By: _____
Name:
Title:

EXHIBIT A
WAREHOUSING SERVICES

1. Warehouse and Storage Services. Contingent upon both Parties having initialed their mutual intent in Section 1 of the Agreement (or having effected such agreement in another mutually agreed upon written form) to have Axis provide such Services, Axis or its Subcontractors shall provide warehousing and storage services to, and for the benefit of, Customer in accordance with the terms of this **Exhibit A**.

2. Shipping. Customer agrees not to ship Goods to Axis as a named consignee. If, in violation of this Agreement, Goods are shipped to Axis as named consignee, Customer agrees to notify the delivering carrier in writing prior to such shipment, with a copy of such notice to the Axis, that Axis is a warehouseman and has no beneficial title or interest in such property or Goods. Customer further agrees to indemnify and hold harmless Axis from any and all claims for unpaid transportation charges, including undercharges, demurrage, detention or charges of any nature, in connection with Goods so shipped. Customer further agrees that, if it fails to notify the delivering carrier as required by this provision, Axis shall have the right to refuse such Goods and shall not be liable or responsible for any loss, injury or damage of any nature of, to, or related to such Goods. Customer agrees that this Agreement will be binding on Customer's representatives, successors and assigns.

3. Tender for Storage. All Goods for storage shall be delivered at the warehouse properly marked and packaged for handling. Customer and or its vendors, as applicable, shall furnish, at or prior to such delivery, a manifest showing marks and other necessary information to be kept or accounted for separately.

4. Storage Rates and Charges.

A. All storage charges are per pallet, carton or other unit per month agreed to by the parties.

B. Storage charges become applicable upon the date that Axis accepts care, custody and control of the Goods, regardless of unloading date or date of issuance of warehouse receipt.

C. A full month's storage charge will apply on all Goods received. All storage charges are due and payable on the first day of storage for the initial month and thereafter on the first day of the calendar month. Customer shall pay Axis interest at the rate of 5% per month on any late payment, together with any and all collection costs, including reasonable attorney fees, incurred by Axis.

D. Rates: See **Exhibit F**.

5. Transfer, Termination of Storage, Removal of Goods.

A. Instructions to transfer Goods in storage are not effective until delivered to and accepted by Axis and all charges up to the time transfer is made are chargeable to the Customer.

If the transfer involves rehandling the Goods, there will be additional charges assessed by Axis. When Goods in storage are transferred from one party to another through issuance of a new warehouse receipt, a new storage date is established on the date of transfer.

B. Axis reserves the right to move, at its expense, ten (10) days after notice is sent by certified or registered mail to the Customer, any Goods in storage from the last warehouse in which they may be stored to any other of its warehouses. Axis may, without notice, move Goods within the warehouse in which they are stored.

C. Axis may, upon written notice to Customer, require the removal of any Goods by the end of the next succeeding storage month. Such notice shall be given to the last known place of business or abode of Customer. If the Goods are not removed before the end of the next succeeding month, Axis may sell them in accordance with applicable state law.

D. If Axis in good faith believes that the Goods are about to deteriorate or decline in value to less than the amount of Axis' lien before the end of the next succeeding storage month, Axis may specify in the notification any reasonable shorter time for removal of the Goods and in case the Goods are not removed, may sell them by public sale held one week after a single advertisement or posting as provided by Missouri law.

E. If, as a result of a quality or condition of the Goods of which Axis had not noticed at the time of deposit, the Goods are a hazard to other property or to the warehouse or to persons, Axis may sell the Goods at public sale or private sale without advertisement or reasonable notification to Customer. If Axis, after a reasonable effort, is unable to sell the Goods it may dispose of them in any lawful manner and shall incur no liability to Customer or any other person or entity by reasons of such disposition. Pending such disposition, sale or return of the Goods, Axis may remove the Goods from the warehouse and shall incur no liability to any other person or entity by reason of such removal.

F. Unless otherwise allowed by this Exhibit, Axis shall not transfer Goods unless authorized in writing by Customer or an authorized representative of Customer.

6. Handling.

A. Warehouse handling rates and charges as shown in **Exhibit F** include, but are not limited to, receipt of Goods at the warehouse door, placement of Goods in storage, and return of Goods to the warehouse door.

B. Any labor, equipment or materials used by Axis to load the Goods in any vehicle are chargeable to Customer.

C. Axis shall not be liable for demurrage, delays in unloading inbound shipments, or delays in obtaining, and loading vehicles for outbound shipments, unless Axis has failed to exercise commercially reasonable care.

D. If, as a result of the unusual nature of the weight and dimensions of appliances, bulky articles, floor loaded food products, carton or bagged Goods, or delivery driver's collective bargaining or employment agreement, the delivery driver cannot or will not place items on any applicable dock, Axis may assist the driver with unloading. Labor furnished by Axis or its Subcontractors under those circumstances is chargeable to Customer as a handling charge.

E. If Customer inspects its Goods while in storage, Customer will assume liability for the Goods.

F. Customer agrees not to store any flammables, hazardous wastes, alcoholic beverages, or high valued items (i.e. jewelry or precious metals) under this Exhibit.

7. Extra Services.

A. Warehouse labor required for services other than ordinary handling and storage will be charged to Customer.

B. Special service requested by Customer, including, but not limited to, compiling of special stock statements, reporting marked weights, serial numbers or other data from packages, physical check of Goods, and handling transit billing will be subject to additional charges to the Customer.

C. Dunnage, bracing, packing material or other special supplies will be provided for Customer as charges in addition to Axis' cost.

D. By prior agreement, Goods may be received or released during other than usual business hours subject to a charge.

E. Communication expense, including postage, telegrams, telefax, or telephone will be charged to Customer if such concern more than normal inventory reporting or if, at the request of Customer, communications are made by other than regular United States mail.

F. Rates: See **Exhibit F**.

8. Liability.

A. Axis shall not be liable for any loss or injury to Goods however caused unless such loss or injury resulted from the failure by Axis to exercise such care in regards to them as a reasonable careful man would exercise under like circumstances and Axis is not liable for damages which could not have been avoided by the exercise of such care.

B. Goods are not insured by Axis for loss or injury however caused.

C. Unless boxes, pallets, or other concealed containers are packaged by Axis, Axis shall not be liable for any loss or damage.

D. Axis shall not be liable for damages due to mold, mildew, cracking of joints or veneer, pad imprints or surface blemishes due to wax or polish build-up.

E. In consideration of the rates specified in **Exhibit F**, Customer declares that damages are limited to \$0.60 per pound or repair cost, whichever is less.

F. Customer, for itself and its insurers, hereby waives all claims against Axis for loss or damage to Goods, however caused, to the extent that such loss or damage claim exceeds the amount of the deductible on the insurance carried by Customer for the stored Goods.

9. Claims Procedures. The procedures and obligations relating to the reporting of loss or damage to Goods and the handling of resulting claims are set forth in the main body of this Agreement.

10. Miscellaneous.

A. Customer shall notify Axis of the characteristics of any of Customer's products that may in any way be likely to cause damage to Axis' or any Subcontractor's premises or to other products that may be stored by Axis or a Subcontractor.

B. Axis may refuse to accept any Goods that, because of infestation, contamination or damage, might cause infestation, contamination or damage to Axis' or any Subcontractor's premises or to other Goods in the custody of Axis and shall promptly notify Customer of such refusal and shall have no liability for any demurrage, detention, transportation or other charges by virtue of such refusal.

EXHIBIT B
INSTALLATION OF FF&E SERVICES

1. Installation of Furnishings, Fixtures and Equipment Services. Contingent upon both Parties having initialed their mutual intent in Section 1 of the Agreement (or having effected such agreement in another mutually agreed upon written form) to have Axis provide such Services, Axis or its Subcontractors shall provide FF&E Services to, and for the benefit of, Customer in accordance with the terms of this **Exhibit B**. The FF&E Services to be provided are described as follows:

[Insert description of services here]

2. Shipping. Customer agrees not to ship Goods to Axis as a named consignee. If, in violation of this Agreement, Goods are shipped to Axis as named consignee, Customer agrees to notify the delivering carrier in writing prior to such shipment, with a copy of such notice to the Axis, that Axis is a warehouseman and has no beneficial title or interest in such property or Goods. Customer further agrees to indemnify and hold harmless Axis from any and all claims for unpaid transportation charges, including undercharges, demurrage, detention or charges of any nature, in connection with Goods so shipped. Customer further agrees that, if it fails to notify the delivering carrier as required by this provision, Axis shall have the right to refuse such Goods and shall not be liable or responsible for any loss, injury or damage of any nature of, to, or related to such Goods. Customer agrees that this Agreement will be binding on Customer's representatives, successors and assigns.

3. Tender for Storage. All Goods for storage shall be delivered at the warehouse properly marked and packaged for handling. Customer shall furnish, at or prior to such delivery, a manifest showing marks and other necessary information to be kept or accounted for separately.

4. Installation of FF&E Rates and Charges. See **Exhibit F**.

5. Transfer, Termination of Storage, Removal of Goods.

A. Instructions to transfer Goods in storage are not effective until delivered to and accepted by Axis and all charges up to the time transfer is made are chargeable to the Customer. If the transfer involves rehandling the Goods, there will be additional charges assessed by Axis. When Goods in storage are transferred from one party to another through issuance of a new warehouse receipt, a new storage date is established on the date of transfer.

B. Axis reserves the right to move, at its expense, ten (10) days after notice is sent by certified or registered mail to the Customer, any Goods in storage from the last warehouse in which they may be stored to any other of its or its Subcontractors' warehouses. Axis may, without notice, move Goods within the warehouse in which they are stored.

C. Axis may, upon written notice to Customer, require the removal of any Goods by the end of the next succeeding storage month. Such notice shall be given to the last known place of business or abode of Customer. If the Goods are not removed before the end of the next succeeding month, Axis may sell them in accordance with applicable state law.

D. If Axis in good faith believes that the Goods are about to deteriorate or decline in value to less than the amount of Axis' lien before the end of the next succeeding storage month, Axis may specify in the notification any reasonable shorter time for removal of the Goods and in case the Goods are not removed, may sell them by public sale held one week after a single advertisement or posting as provided by Missouri law.

E. If, as a result of a quality or condition of the Goods of which Axis had not noticed at the time of deposit, the Goods are a hazard to other property or to the warehouse or to persons, Axis may sell the Goods at public sale or private sale without advertisement or reasonable notification to Customer. If Axis, after a reasonable effort, is unable to sell the Goods it may dispose of them in any lawful manner and shall incur no liability to Customer or any other person or entity by reasons of such disposition. Pending such disposition, sale or return of the Goods, Axis may remove the Goods from the warehouse and shall incur no liability to any other person or entity by reason of such removal.

F. Unless otherwise allowed by this Exhibit, Axis shall not transfer Goods unless authorized in writing by Customer or an authorized representative of Customer.

6. Handling.

A. Any labor, equipment or materials used by Axis to load the Goods in any vehicle are chargeable to Customer.

B. Axis shall not be liable for demurrage, delays in unloading inbound shipments, delays in obtaining, and loading vehicles for outbound shipments, delays in unloading vehicles or for any other delays in delivering or completing FF&E Services unless Axis has failed to exercise commercially reasonable care.

C. If, as a result of the unusual nature of the weight and dimensions of appliances, bulky articles, floor loaded food products, carton or bagged Goods, or delivery driver's collective bargaining or employment agreement, the delivery driver cannot or will not place items on any applicable dock or site at which FF&E Services are to be performed, Axis may assist the driver with unloading. Labor furnished by Axis or its Subcontractors under those circumstances is chargeable to Customer as a handling charge.

D. If Customer inspects its Goods while in storage, Customer will assume liability for the Goods.

E. Customer agrees not to store any flammables, hazardous wastes, alcoholic beverages, or high valued items (i.e. jewelry or precious metals) under this Exhibit.

7. Extra Services.

A. Special or additional services requested by Customer beyond the scope of the FF&E Services described in this Exhibit will be subject to additional charges to the Customer.

B. Dunnage, bracing, packing material or other special supplies will be provided for Customer as charges in addition to Axis' cost.

C. By prior agreement, Goods may be received or released during other than usual business hours subject to a charge.

D. Communication expense, including postage, telegrams, telefax, or telephone will be charged to Customer if such concern more than normal inventory reporting or if, at the request of Customer, communications are made by other than regular United States mail.

8. Liability.

A. Axis shall not be liable for any loss or injury to Goods, persons or property, however caused, unless such loss or injury resulted from the failure by Axis to exercise such care in regards to them as a reasonable careful man would exercise under like circumstances and Axis is not liable for damages which could not have been avoided by the exercise of such care.

B. Goods are not insured by Axis for loss or injury however caused.

C. Unless boxes, pallets, or other concealed containers are packaged by Axis, Axis shall not be liable for any loss or damage.

D. Axis shall not be liable for damages due to mold, mildew, cracking of joints or veneer, pad imprints or surface blemishes due to wax or polish build-up.

E. In consideration of the rates specified in **Exhibit F**, Customer declares that damages are limited to \$0.60 per pound or repair cost, whichever is less.

F. Customer, for itself and its insurers, hereby waives all claims against Axis for loss or damage to Goods, however caused, to the extent that such loss or damage claim exceeds the amount of the deductible on the insurance carried by Customer for the stored Goods.

9. Claims Procedures. The procedures and obligations relating to the reporting of loss or damage to Goods and the handling of resulting claims are set forth in the main body of this Agreement.

10. Miscellaneous.

A. Customer shall notify Axis of the characteristics of any of Customer's products that may in any way be likely to cause damage or injury to Axis' or any Subcontractor's property, employees, subcontractors in connection with the provision of FF&E Services.

B. Axis may refuse to provide any FF&E Service(s) if it, or its Subcontractor, have reason to believe the Goods or provision of such FF&E Services would be dangerous or reasonably likely to cause damage or injury to Axis' or any Subcontractor's property, employees, subcontractors, agents or persons, or to other Goods in the custody of Axis and shall promptly notify Customer of such refusal and shall have no liability for any demurrage, detention, transportation or other charges by virtue of such refusal.

EXHIBIT C
**SURFACE/OCEAN/AIR FREIGHT FORWARDER AND/OR NON-VESSEL
OPERATING COMMON CARRIER SERVICES**

I. SURFACE FREIGHT FORWARDER SERVICES.

1. Services. Contingent upon both Parties having initialed their mutual intent in Section 1 of the main body of this Agreement (or having effected such agreement in another mutually agreed upon written form) to have Axis provide such services, Axis shall arrange for the domestic surface transportation of the Goods in its capacity as a licensed surface freight forwarder, and agrees to use Subcontractors that are duly authorized to transport the Goods pursuant to all applicable regulatory authority. It is understood and agreed that Axis is not acting as a common or contract carrier in performing the services contemplated herein.

2. Receipts and Bills of Lading. Each shipment of Goods made under this Exhibit shall be evidenced by a uniform straight bill of lading substantially in the form published in the National Motor Freight Classification, Tariff STB NMF 100-X or, for international shipments, any bill of lading or other shipping document required by applicable law. The terms, conditions and provisions of such bill of lading shall be subject and subordinate to the terms, provisions and conditions of this Exhibit.

3. Subcontractors. Axis shall use commercially reasonable efforts to ensure that the Subcontractors have adequate personnel and equipment needed to perform the transportation services required by Customer, and that such Subcontractors will maintain all licenses and permits required by all applicable governmental authorities. Customer understands and agrees that the Subcontractors are independent contractors with exclusive control over their respective drivers and employees, and not agents, employees or authorized representatives of Axis.

4. Insurance. Axis shall use commercially reasonable efforts to ensure that the Subcontractors transporting Goods for Customer will maintain the following insurance coverages (or such coverages and amounts required by applicable law):

A. Public liability and property damage insurance in an amount set forth in Section 10 of the Agreement.

B. Cargo liability insurance in an amount not less than the amount set forth in Section 10 of the Agreement.

C. Workers' compensation insurance covering its employees, as required by applicable state law.

D. Other insurance requirements: _____

5. Liability for Loss or Damage. Subcontractors transporting the Goods as surface carriers in the United States of America or from the United States of America to Canada shall be required by Axis to assume liability as a common carrier (i.e. Carmack Amendment liability) for

loss, damage, or destruction to any and all of Customer's Goods while under the Subcontractor's care, custody or control. Subcontractors transporting the Goods as surface carriers outside the United States shall be required by Axis to assume liability for loss in accordance with the laws governing such service. Notwithstanding the Subcontractor's liability, Axis shall be liable for any loss or damage to the Goods if such loss or damage is caused solely by the negligent acts or omissions of Axis. Axis agrees to assist Customer in resolving all cargo claims with the Subcontractors, and to keep Customer advised of the status of all such claims. Upon request by Customer, Axis shall assign its right against the Subcontractors to Customer. Customer understands and agrees that the liability of Axis and the Subcontractors for any loss or damage to the Goods will not exceed (i) \$500 per container load for the Goods involved, less any salvage value, or (ii) One Hundred Thousand Dollars (\$100,000) per occurrence, whichever is less. In addition, neither Axis nor the Subcontractors shall be liable to Customer for any economic loss or consequential damages to Customer beyond actual loss or damage to the Goods. Customer agrees not to deduct or offset any cargo loss or damage claim from the charges owed to Axis under this Exhibit.

6. Contract Carriage. To the extent applicable, it is intended that the Subcontractors will be providing services as "contract carriage" within the meaning of 49 U.S.C. § 13012(4)(B). Customer expressly waives all rights and remedies it may have as to Axis and the Subcontractors under 49 U.S.C. Subsection IV. Part B (excluding Section 13703, 13706, 14101 and 14103) to the full extent permitted by 49 U.S.C. § 14101(b)(1), each as amended from time to time. Except as stated above, neither Party waives any rights or remedies it may have as to any third party.

7. Claims Procedures. The procedures and obligations relating to the reporting of loss or damage to Goods and the handling of resulting claims are set forth in the main body of this Agreement.

8. Rates and Charges. See **Exhibit F**.

II. OCEAN FREIGHT FORWARDER SERVICES.

1. Ocean Freight Services. Contingent upon both Parties having initialed their mutual intent in Section 1 of the Agreement (or having effected such agreement in another mutually agreed upon written form) to have Axis provide such Services, Axis or its Subcontractors shall, as directed by Customer, handle all aspects of the domestic and international shipping needs of Customer involving various Goods tendered to Axis for domestic or international ocean transportation. Axis agrees that the Services to be provided shall be performed by Axis or a Subcontractor that is a properly licensed and insured customs broker, carrier or other transportation provider selected by Axis pursuant to the requirements of this Agreement in a professional, timely and efficient manner.

2. Third Party Costs. Certain Services, e.g. harbor maintenance fee and some third party hazardous materials charges have no set pricing and thus are to be charged to Customer at cost. Axis shall promptly advise Customer of any changes in pricing procedures that will materially increase or decrease these types of third party costs. With the exception of fuel surcharges, Axis' invoices will reasonably itemize these types of third party costs.

3. Rates and Charges. See **Exhibit F.**

III. AIR FREIGHT FORWARDING AND/OR INDIRECT AIR CARRIER SERVICES.

1. Air Freight Services. Contingent upon both Parties having initialed their mutual intent in Section 1 of the Agreement (or having effected such agreement in another mutually agreed upon written form) to have Axis provide such Services, Axis shall arrange for its Subcontractors to provide air freight forwarding and related transportation services to, and for the sole benefit of, Customer in accordance with this Exhibit. Customer agrees that Axis shall have the exclusive right to determine how all shipments will be routed, including the mode of transportation, and may use air or ground transportation, or any combination thereof, in providing the Services, as long as any agreed-upon delivery or other performance requirements are met.

2. Compliance with Applicable Laws.

A. TSA Cargo Security. Customer acknowledges that Axis may be required by the federal Transportation Security Administration ("TSA") to maintain an air cargo security program. If Customer is acting as an agent, carrier, or other freight intermediary for any other person, Customer shall disclose that fact to Axis and shall assist Axis in complying with the TSA requirements by enabling Axis to obtain any necessary documents from, or to otherwise qualify, such other person.

B. Hazardous Materials/Dangerous Goods Prohibition. In no event shall Customer tender, or Axis accept, for air transportation any dangerous goods or hazardous materials, including but not limited to, those materials specified as hazardous or dangerous by U.S. Department of Transportation ("USDOT") regulations (49 C.F.R. Parts 171, 172, 173) or International Air Transport Association ("IATA") Dangerous Goods Regulations. Any hazardous materials or dangerous goods tendered to Axis for air transportation shall be refused, and Axis may, at its sole discretion, divert the shipment to ground transportation.

C. Ground Transportation. If Axis decides that a Customer shipment should be transported by ground and not by air, Axis shall arrange with authorized motor carriers to perform such transportation, which shall be done, where applicable, as "contract carriage" within the meaning of 49 U.S.C § 13102(4)(B) on the same terms as set forth in the Agreement. Customer expressly waives all rights and remedies it may have as to Axis and its subcontractor motor carriers under 49 U.S.C. Subtitle IV, Part B (excluding §§ 13703, 13706, 14101 and 14103) to the full extent permitted by 49 U.S.C § 14101(b)(1), each as amended from time to time.

3. Shipping Documents. Each shipment made or undertaken by Axis on behalf of Customer shall be subject to the terms and conditions of an air waybill. If an Axis air waybill is not used, or if a different bill is used instead or in addition to it, the terms of the Axis air waybill shall govern the shipment, and the terms of any other bill shall be null and void. In the event of a conflict between this Exhibit and the Axis' air waybill, this Exhibit's terms shall prevail and be deemed to govern.

4. Customer Warranties and Indemnities.

A. General Warranties. In tendering Goods to Axis for air transport, Customer warrants and represents that it is either the owner, or the authorized agent of the owner, of the Goods being shipped, and enters into this Exhibit not only for itself but also as agent, and on behalf, of the owner of the applicable Goods. Customer is responsible for completing an air waybill to be tendered to Axis and further warrants that the waybill contains full, complete and accurate descriptions and particulars of the Goods being shipped. Customer warrants that it is in compliance with all applicable laws related to the carriage of its shipments, including the USDOT and IATA regulations.

B. Cargo Security and Hazardous Materials Warranties. The Parties acknowledge that TSA has issued strict cargo security rules for the transportation of air freight, and that USDOT and IATA have issued strict regulations governing the transportation of hazardous materials and dangerous goods. In order for Axis to fulfill its cargo-security and hazardous materials compliance obligations, Customer hereby warrants and represents that, with respect to all Goods it tenders to Axis:

(i) Each shipment is intended for air transportation (provided that Axis is authorized to substitute other modes of transportation pursuant to Section 1 above).

(ii) The description of each shipment tendered to Axis for transportation is complete, accurate, and proper under all applicable USDOT and IATA regulations.

(iii) Each shipment has been properly and sufficiently prepared, packed, stowed, labeled, packaged, and/or marked (including that its packaging is appropriate to any operations or transactions affecting the shipment and its characteristics), and is in all respects in proper condition for transport under all applicable USDOT and IATA regulations.

(iv) The shipment does not comprise or contain any hazardous materials or dangerous goods, explosive, incendiary, or other device, substance, or weapon that might endanger life or the safety of any airplane, ship, motor vehicle, or other transport conveyance or that might, or is likely to, cause loss, damage, injury, or death to any person or property. Customer is responsible for determining whether the shipments it tenders for transportation are regulated as hazardous materials or dangerous goods under the applicable DOT and/or IATA Regulations.

C. General Indemnification. Customer indemnifies, defends, and holds Axis harmless against any liability, loss, damage, cost, expense, including attorneys' fees, claim, or penalty whatsoever arising from Axis' acting in accordance with Customer's instructions, from any breach by Customer of any warranty contained in this Exhibit, or from the negligence, gross negligence, or willful misconduct of Customer, its employees or agents.

5. Cargo Liability. Axis shall not be liable for any Claim relating to loss or damage in connection with any shipment accepted on an air waybill except where the Claim arises from the negligence, gross negligence, or willful misconduct of Axis or its employees or agents (acting in furtherance of their duties as employees or agents). Axis' maximum liability for any loss or damage, or any other claim with respect to any domestic United States shipment is limited to the

least of Customer's damages, fifty cents (50¢) per pound, or fifty thousand dollars (\$50,000) per waybill unless Customer declares a higher value and pays the applicable additional charges specified in the air waybill. Axis' maximum liability for international shipments shall be limited in accordance with the rules of the Warsaw Convention. In no event shall Axis' liability exceed the reduction in value (in the case of damage) or replacement value (in the case of loss or destruction) of the damaged Goods, less reasonable salvage value. Axis shall not be liable for any incidental, special, exemplary, consequential, or punitive damages, whether direct or indirect, including but not limited to loss of income, opportunity, or profits, in excess of the limitations of liability contained herein, regardless of whether Axis had knowledge that such damages might be incurred.

6. Claims Procedures. The procedures and obligations relating to the reporting of loss or damage to Goods and the handling of resulting claims are set forth in the main body of this Agreement.

7. Rates and Charges. See **Exhibit F.**

EXHIBIT D
CUSTOM BROKERAGE SERVICES

1. General Services. Contingent upon both Parties having initialed their mutual intent in Section 1 of this Agreement (or having effected such agreement in another mutually agreed upon written form) to have Axis provide such Services, Axis or its Subcontractor(s) shall represent Customer in various aspects of customs clearance and brokerage relating to the Goods, in accordance with the terms and conditions of this Agreement. The Services may include, but are not limited to, Axis acting on Customer's behalf for customs related activities involving the Goods; interfacing with all necessary Subcontractors whose services may be required in the chain of operations; and interfacing with relevant U.S. and foreign governmental agencies, as required for the shipping and handling of the Goods.

2. Specific Services. In addition to the services described above, Axis or its Subcontractors will specifically provide the following specific services:

A. Maintain the necessary registrations, permits, licenses and bonds and other approvals ("Registrations") with the appropriate federal, state and international regulatory agencies as required by applicable law, which Registrations will cover the Goods and geographic scope of all Services provided under this Agreement. Axis will obtain and make available, upon request, copies of customs related entries, duty, tax and other documentation generated in connection with the Customs Services.

B. Properly complete and/or file with government agencies, including custom agencies, classifications of Goods based upon accurate information provided by Customer.

C. Properly apply the proper valuations, duties, taxes and other fees or expenses based upon information provided by Customer.

D. Properly claim or pursue the appropriate refunds, drawbacks, deductions and other applicable benefits with appropriate documentation supplied by Customer.

E. Forward all required documents and related customs and export/import notifications regarding the Goods and transactions.

F. Timely pay all customs related taxes, duties and other fees and expenses, upon payment of said required sums by Customer to Axis.

3. Payment Terms. In the event Goods are ineligible for Generalized System of Preference ("GSP"), Axis will pay, upon receipt of required payments by Customer, on Customer's behalf, customs duties, bond charges, and taxes. If Customer requests Axis to process GSP recovery upon the restoration of GSP, Customer will pay Axis the charges shown on **Exhibit F**. Where prior payment of other customs-related charges is not required, Axis will invoice Customer for such charges in accordance with the terms of this Agreement, and Customer shall reimburse Axis promptly based upon the date of the invoice.

4. Power of Attorney. In the event Axis' provision of the Services necessitates Axis to have power of attorney, or similar designation, from Customer, Axis shall make a written request for such designation, which request shall specifically identify the purpose and scope of the authority needed in order to achieve that purpose. Upon Customer's request, Axis will promptly return all signed power of attorney forms to Customer. Axis shall not take any action that exceeds any power of attorney granted by Customer. Should any provision in a power of attorney executed hereunder conflict with the terms of this Agreement, the terms of this Agreement shall govern.

5. Records. Axis will prepare and maintain such full and detailed records as may be reasonably necessary to accurately verify payment and performance with respect to the Services. Axis will maintain all records as necessary under applicable laws but in no event for a period of less than _____ years.

6. Audit. Axis agrees to promptly notify Customer in the event that it is audited by any governmental agency with respect to the customs-related Services provided to Customer. During any such audit, Axis agrees to take commercially reasonable action necessary to avoid any aggravating factor that might increase any penalty or assessment, and to promote any mitigating factors that might result in a decrease of any such fine or penalty to either Axis or Customer.

7. Claims Procedures. The procedures and obligations relating to the reporting of loss or damage to Goods and the handling of resulting claims are set forth in the main body of this Agreement.

8. Rates and Charges. See **Exhibit F.**

EXHIBIT E
MISCELLANEOUS SERVICES

Contingent upon both Parties having initialed their mutual intent in Section 1 of this Agreement (or having effected such agreement in another mutually agreed upon written form) to have Axis provide such Services, Axis or its Subcontractors shall provide the following:

Rates and Charges. See **Exhibit F.**

EXHIBIT F
RATES AND CHARGES

Customer shall pay Axis, at the address shown on each Axis invoice, the rates and charges described below:

If no rates or charges are specified in the Agreement or any Exhibit thereto with respect to a particular job, undertaking, or Service provided hereunder, then the rates or charges for such job, undertaking or Service shall be as agreed by Axis at the time Customer engages Axis to perform such job, undertaking or Service.