





## TERMS & CONDITIONS OF SERVICE PAGE 2/8

These terms and conditions of service constitute a legally binding contract between the "Company" and the "Customer, shipper, consignee, forwarder, overseas agent, agent". In the event the Company renders services and issues a document containing Terms and Conditions governing such services, the Terms and Conditions set forth in such other documents(s) shall govern those services.

### 1. Definitions.

- (a) "Company" shall mean Direct Express, Inc. (a/k/a "DEI"), its respective subsidiaries, related companies, agents and/or representatives;
- (b) "Customer" shall mean the person for which the Company is rendering service, as well as its agents and/or representatives, including, but not limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shipper's agents, overseas agents, insurers and underwriters, break-bulk agents, consignees, etc. It is the responsibility of the Customer to provide notice and copy(s) of these terms and conditions of service to all such agents or representatives;
- (c) "Documentation" shall mean all information received directly or indirectly from Customer, whether in paper or electronic form;
- (d) "Ocean Transportation Intermediaries" ("OTI") shall include an "ocean freight forwarder" and a "non-vessel operating carrier";
- (e) "Third parties" shall include, but not be limited to, the following: "carriers, truckmen, cartmen, lightermen, forwarders, OTIs, customs brokers, agents, warehousemen and others to which the goods are entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise".

### 2. Company as agent.

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

### 3. Limitation of Actions.

- (a) Unless subject to a specific statute or international convention, all claims against the Company for a potential or actual loss, must be made in writing and received by the Company, within ninety (90) days of the event giving rise to claim; the failure to give the Company timely notice shall be a complete defense to any suit or action commenced by Customer.
- (b) All suits against Company must be filed and properly served on Company as follows:
  - (i) For claims arising out of ocean transportation, within one (1) year from the date of the loss;
  - (ii) For claims arising out of air transportation, within two (2) years from the date of the loss;
  - (iii) For claims arising out of the preparation and/or submission of an import entry(s), within seventy-five (75) days from the date of liquidation of the entry(s);
  - (iv) For any and all other claims of any other type, within two (2) years from the date of the loss or damage.

### 4. No Liability for the Selection or Services of Third Parties and/or Routes.

Unless services are performed by persons or firms engaged pursuant to express written instructions from the Customer, Company shall use reasonable care in its selection of third parties, or in selecting the means, route and procedure to be followed in the handling, transportation, clearance and delivery of the shipment; advice by the Company that a particular person or firm has been selected to render services with respect to the goods, shall not be construed to mean that the Company warrants or represents that such person or firm will render such services nor does Company assume responsibility or liability for any action(s) and/or inaction(s) of such third parties and/or its agents, and shall not be liable for any delay or loss of any kind, which occurs while a shipment is in the custody or control of a third party or the agent of a third party; all claims in connection with the Act 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 Customer, which shall be liable for any charges or costs incurred by the Company.

### 5. Quotations Not Binding.

Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by the Company to the Customer are for informational purposes only and are subject to change without notice; no quotation shall be binding upon the Company unless the Company in writing agrees to undertake the handling or transportation of the shipment at a specific rate or amount set forth in the quotation and payment arrangements are agreed to between the Company and the Customer.

### 6. Reliance on Information Furnished.

- (a) Customer acknowledges that it is required to review all documents and declarations prepared and/or filed with the Customs Service, other Government Agency and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions on any declaration filed on Customer'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 Customer; Customer shall use reasonable care to ensure the correctness of all such information and shall indemnify and hold the Company harmless from any and all claims asserted and/or liability or losses suffered by reason of the Customer's failure to disclose information or any incorrect or false statement by the Customer upon which the Company reasonably relied. The Customer agrees that the Customer has an affirmative non-delegable duty to disclose any and all information required to import, export or enter the goods.

### 7. Declaring Higher Value to Third Parties.

Third parties to whom the goods are entrusted may limit liability for loss or damage; the Company will request excess valuation coverage only upon specific written instructions from the Customer, which must agree to pay any charges therefor; 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 terms of the third party's limitations of liability and/or terms and conditions of service.

### 8. Insurance.

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

### 9. Disclaimers; Limitation of Liability.

- (a) Except as specifically set forth herein, Company makes no express or implied warranties in connection with its services;
- (b) Subject to (d) below, Customer 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 Customer, including loss or damage to Customer's goods, and the Company shall in no event be liable for the acts of third parties;
- (c) In connection with all services performed by the Company, Customer may obtain additional liability coverage, up to the actual or declared value of the shipment or transaction, by requesting such coverage and agreeing to make payment therefor, which request must be confirmed in writing by the Company prior to rendering services for the covered transaction(s).
- (d) In the absence of additional coverage under (c) above, the Company's liability shall be limited to the following:
  - (i) where the claim arises from activities other than those relating to customs brokerage, including but not limited to periods of storage, \$50.00 per shipment or transaction, or
  - (ii) where the claim arises from activities relating to "Customs business," \$50.00 per entry or the amount of brokerage fees paid to Company for the entry, whichever is less;
- (e) In no event shall Company be liable or responsible for consequential, indirect, incidental, statutory or punitive damages even if it has been put on notice of the possibility of such damages.

### 10. Advancing Money.

All charges must be paid by Customer in advance unless the Company agrees in writing to extend credit to Customer; the granting of credit to a Customer in connection with a particular transaction shall not be considered a waiver of this provision by the Company.

### 11. Indemnification/Hold Harmless.

The Customer agrees to indemnify, defend, and hold the Company, its officers, its employees harmless from any claims and/or liability arising from the importation or exportation of Customer's merchandise and/or any conduct of the Customer, which violates any Federal, State and/or other laws, and further agrees to indemnify and hold the Company harmless against any and all liability, loss, damages, costs, claims and/or expenses, including but not limited to reasonable attorney's fees, which the Company may hereafter incur, suffer or be required to pay by reason of such claims; in the event that any claim, suit or proceeding is brought against the Company, its officers, its employees, it shall give notice in writing to the Customer by mail at its address on file with the Company.

### 12. Inspection Consent.

Company may, but shall not be obligated to, inspect any shipment. Cargo items tendered for transportation may be subject to security controls by carriers and to other government regulations. The customer expressly agrees and consents to searches / inspections / screenings of all cargo in accordance with applicable security controls, initiatives and regulations, including, but not limited to, the regulations of the U.S. Transportation and Security Administration.

### 13. C.O.D. or Cash Collect Shipments.

Company shall use reasonable care regarding written instructions relating to "Cash/Collect" or "Deliver (C.O.D.);" shipments, bank drafts, cashier's and/or certified checks, letter(s) of credit and other similar payment documents and/or instructions regarding collection of monies but shall not have liability if the bank or consignee refuses to pay for the shipment.

### 14. Forfeiture of Discounts and Costs of Collection.

All discounts offered, as indicated on the invoice faces, are forfeited should Customer fail to comply in all respects with payment terms. In any dispute involving monies owed to Company, the Company shall be entitled to all costs of collection, including reasonable attorney's fees and interest at 15% per annum or the highest rate allowed by law, whichever is less, unless a lower amount is agreed to by Company.



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### 15. General Lien and Right to Sell Customer's Property.

(a) Company shall have a general and continuing lien on any and all property of Customer 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, a prior shipment(s) and/or both;

(b) Company shall provide written notice to Customer of its intent to exercise such lien, the exact amount of monies due and owing, as well as any on-going storage or other charges; Customer shall notify all parties having an interest in its shipment(s) of Company's rights and/or the exercise of such lien.

(c) Unless, within thirty days of receiving notice of lien, Customer 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 Company, guaranteeing payment of the monies owed, plus all storage 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 Customer.

### 16. No Duty to Maintain Records for Customer.

Customer acknowledges that pursuant to Sections 508 and 509 of the Tariff Act, as amended, (19 USC §§1508 and 1509) it has the duty and is solely liable for maintaining all records required under the Customs and/or other Laws and Regulations of the United States; unless otherwise agreed to in writing, the Company shall only keep such records that it is required to maintain by Statute(s) and/or Regulation(s), but not act as a "record keeper" or "recordkeeping agent" for Customer.

### 17. Obtaining Binding Rulings, Filing Protests, etc.

Unless requested by Customer in writing and agreed to by Company in writing, Company shall be under no obligation to undertake any pre- or post Customs release action, including, but not limited to, obtaining binding rulings, advising of liquidations, filing of petition(s) and/or protests, etc.

### 18. Preparation and Issuance of Bills of Lading.

Where Company prepares and/or issues a bill of lading, Company shall be under no obligation to specify thereon the number of pieces, packages and/or cartons, etc.; unless specifically requested to do so in writing by Customer or its agent and Customer agrees to pay for same, Company shall rely upon and use the cargo weight supplied by Customer.

### 19. No Modification or Amendment Unless Written.

These terms and conditions of service may only be modified, altered or amended in writing signed by both Customer and Company "Direct Express, Inc's president"; any attempt to unilaterally modify, alter or amend same shall be null and void.

### 20. Compensation of Company.

Customer, shippers, consignees and bill-to parties are jointly and severally liable for the compensation of the Company for its services. The Company's charges may be reversed to the responsible parties if a shipment is refused or payment is not made by the original bill-to party. The compensation of the Company for its services shall be included with and is in addition to the rates and charges of all carriers and other agencies selected by the Company to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends, or other revenue received by the Company from carriers, insurers and others in connection with the shipment. On ocean exports, upon request, the Company shall provide a detailed breakout of the components of all charges assessed and a true copy of each pertinent document relating to these charges. In any referral for collection or action against the Customer for monies due the Company, upon recovery by the Company, the Customer shall pay the expenses of collection and/or litigation, including a reasonable attorney fee.

### 21. Severability. (1a)

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.

### 22. Governing Law; Consent to Jurisdiction and Venue.

These terms and conditions of service and the relationship of the parties shall be construed according to the laws of the State of California without giving consideration to principles of conflict of law. All disputes arising hereunder shall be resolved at Los Angeles, California and at no other place. \*Direct Express, Inc reserves the right to initiate legal procedures at any jurisdiction in order to collect funds due to Direct Express, Inc for the services provide by Direct Express, Inc.

### Customer and Company

(a) irrevocably consent to the jurisdiction of the State and Federal courts located in the Central District of California;

(b) agree that any action relating to the services performed by Company, shall only be brought in said courts;

(c) consent to the exercise of *in personam* jurisdiction by said courts over it, and

(d) further agree that any action to enforce a judgment may be instituted in any jurisdiction.

(e) customer, agent, overseas agents agree, understand and acknowledge that Direct Express, Inc reserves the right and has the right to initiate legal procedures at any jurisdiction including but not limited to collection of funds, ocean freight, insurance fee's, pick up fee's, port fee's, administration fees for services provided by Direct Express, Inc.

23. The signator hereby affirms that if the before named shipper has engaged in selling of any part of the transportation of this shipment (including ocean freight), such shipper and/or signator has provided to Direct Express, Inc. at the above address a copy of their current NVOCC bond and a copy of the first page of the tariff and their employer identification number or their personal social security number.

24. The contractual liability for the shipment of Direct Express, Inc. shall end at the container yard at the port of destination. Ancillary services at destination (including container drayage, unloading, cargo oncarriage and customs clearance), unless specifically agreed to, shall be engaged under a new and separate contractual agreement at the port of destination.

25. Direct Express, Inc. does not guarantee transit times. All dates are estimates and shall not be construed as promises of departure or arrival dates. In the event of early or late arrivals at destination, Direct Express, Inc. is not liable for claimed losses arising from such early or late arrivals. Direct Express, Inc. reserves the right to select shipping routes at its discretion.

26. Claims for loss or damage to packages or contents are waived unless insured.

27. Unless otherwise specified, the declared value of the package or unit and the liability of the carrier/facility for loss or damage to the package or unit, regardless of cause, is released and limited to US\$500.00 per shipment, divisible by the total package or unit number in the same shipment.

28. All terms and conditions set forth on the Carrier's Bill of Lading shall apply and are agreed to and accepted by the Shipper, Consignee, Agent, Overseas Agent.

29. Direct Express, Inc enforces all laws, rules and regulations applicable by US Customs, Department of Homeland Security, Coast Guard, AES Filing, ISF Filing, Hazardous Materials, Port Authorities, DOT, EPA, and others US governmental agencies. All freight charges quoted does not include any possible charges that might arise by any of the above agencies authorities or others. Direct Express Inc. assumes no responsibility of the origin of the cargo and it is the full responsibility to the new cargo owner "shipper, consignee, agent, broker, overseas agent" to provide complete and proper documentation and information that is require in order for a shipment or transaction to take place within the laws and regulations of US Government. Any possible charges including but not limited to: fines, violations, penalties are the sole responsibility of the new cargo owner "shipper, and or consignee, forwarder, overseas agent, agent, broker". In the event of any charges arising from any inspections, fines, violations by any of the governmental agencies, such charges are the sole responsibility of each cargo owner "shipper, consignee, agent, overseas agent, broker". In the event that Direct Express, Inc advances funds in order to minimize the cost to customer(s). Customer(s) agrees and accepts to fully pay Direct Express, Inc within 2 business days of receiving an invoice from Direct Express, Inc for all additional charges. Customer, shipper, consignee, agent, broker, overseas agent, agrees and accepts to release Direct Express, Inc, its employees, its officers of any claims, any actions, including but not limited to: legal action, financial action, and all liabilities and responsibilities arising from such possible violations imposed by any governmental agency in US, destination, or overseas; cause and due to the origin and nature of cargo.

30. All freight charges quoted does not include any US customs x-ray exams, US customs inspections or US customs container/s return back to US soil for further inspection by governmental agencies. If a US customs container return is ordered by US customs or US governmental agency all related charges for such including but not limited to "original freight charges, freight charges back to USA, freight charges for re-exportation, THC, port charges, dray, pier pass, ctf, chassis fees, demurrage, storage, pier diem, US customs inspection" all additional charges are payable by the new cargo owner "shipper, and or consignee, overseas agent, agent". US customs will not release cargo for exportation or further transportation until such charges are fully paid to US customs, US customs bonded warehouse or other US governmental agency that's involve. In the event of any charges arising from such, customer/s agrees and accepts to pay all charges due to Direct Express, Inc within 2 business days of receiving invoices from Direct Express, Inc. In the event that Direct Express, Inc advances funds in order to minimize the cost to customer(s), customer(s) agrees and accepts to fully pay Direct Express, Inc within 2 business days of receiving an invoice from Direct Express, Inc for all additional charges.

31. All freight charges quoted does not include any additional charges arising from; including but not limited to: port delays, unions, port strike, union strikes, carriers delays, truckers delays. Such charges as follows: "including but not limited to" additional dray, pier pass, ctf, chassis fees, demurrage, storage, pier diem. All additional charges are payable by the new cargo owner "shipper, and or consignee, broker, overseas agent, agent". In the event of any charges arising from such circumstances, customer/s agrees and accepts to pay all charges due to Direct Express, Inc within 2 business days of receiving invoices from Direct Express, Inc. In the event that Direct Express, Inc advances funds in order to minimize the cost for said shipment to customer(s), customer(s) agrees and accepts to fully pay all charges to Direct Express, Inc within 2 business days of receiving an invoice from Direct Express, Inc.



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32. Customer certifies (or declares) that there are no undeclared commodities being shipped including but not limited to (hazardous materials : flammable, explosives, corrosive, narcotics, and other drugs, illegal merchandise, firearms, munitions, hardware, software and technology, or other illegal substances) that will violate, compromise or potentially harm U.S. National Security or violate US LAWS.
33. Customer certifies (or declares) that there are no undeclared commodities being shipped. If any fines, penalties are imposed by any governmental agency in USA or the port of destination "Country of Destination" these fines, penalties and or violations will be the sole responsibility of the new cargo owner "shipper, consignee, broker, agent, overseas agent". Customer agrees and accepts to release Direct Express, Inc, its officers and its employees' of all action, all claims, including but not limited to legal action, financial actions and all liability or responsibility arising from such circumstances.
34. The Shipper, consignee, broker, agent, overseas agent, warrants and guarantees to protect U.S business interests by preventing loss of US origin technology to those who seek to reverse engineer and sell the technology as their own.
35. If the Shipper, consignee, broker, agent, overseas agent is interested to export any military products, firearms, munitions and technology, the shipper, consignee, broker, agent, overseas agent warrants and guarantees to legally and properly, apply and obtain an export license with the proper US Government authority / US Government Agency prior to exporting the goods in order to guarantee that all the laws by US government are being properly enforced. A copy of such license is to be provided prior to shipment to Direct Express, Inc. Direct Express, Inc will verify such license with US customs authorities or government agencies in order to ensure all licenses are accurate and valid. Any possible fines, violations are the sole responsibility and liability of the new cargo owner "shipper, consignee, agent, broker, overseas agent". Shipper, consignee, broker, agent, overseas agent agrees and accepts to release Direct Express, Inc, its employees, its officers of any and all liabilities arising from such, including but not limited to legal action and financial action.
36. All shippers and or consignees are responsible for removing the license plates from their vehicles, as US customs does not allow exportation of license plates. US customs defines license plates as US government property, and therefore it is against the law to export license plates.
37. Insurance is additional and offered by Direct Express, Inc via it's business insurance license partner . Our offer covers insurance, insurance services, insurance handling fee and policy fees. If the value is less than 5,000.00 USD there will be a minimum fee of 125.00 USD per policy. In case of a claim there is a 500.00 USD minimum fee or 3% deductible that must be met and paid by the claimant "which ever is greater". If insurance is accepted by customer, shipper, consignee, agent, overseas agent; customer acknowledges, agrees and accepts that the insurance coverage does not cover the following: "including but not limited to" mechanical malfunctions, electrical malfunctions, engine malfunction, radiator malfunction, transmission malfunction, break malfunction, power steering malfunction, ac malfunction, key malfunction, ignition malfunction, door handle malfunction, door malfunction, trunk malfunction, hood malfunction, gas tank malfunction, fluid or liquid leakage malfunction, battery malfunction, sunroof/moonroof malfunction, convertible top malfunction, computer malfunction, rust development, corrosion development, mold development, mildew development. Customer acknowledges, agrees that he/she has received a copy of the terms and conditions of the insurance policy. Customer has agreed, read, understood and accepted the terms and conditions that are applicable for the insurance policy or insurance certificate which has been issued for said commodity, shipment. All the terms and conditions for the insurance policy can also be view at our website at [www.shippei.com](http://www.shippei.com). Customer agrees and accepts to release Direct Express Inc, its employees, and officers of all legal and financial liabilities arising from such.
38. In the event of the following malfunctions shall occur, customer, shipper, consignee, agent, overseas agent; agrees and accepts to release Direct Express Inc, its employees and officers of all claims and actions including but not limited to; legal action, financial liabilities and all liabilities arising from such. Such malfunctions including but not limited to: mechanical malfunctions, electrical malfunction, engine malfunction, radiator malfunction, transmission malfunction, break malfunction, power steering malfunction, ac malfunction, key malfunction, ignition malfunction, door handle malfunction, door malfunction, trunk malfunction, hood malfunction, gas tank malfunction, fluid or liquid leakage malfunction, battery malfunction, sunroof/moonroof malfunction, convertible top malfunction, computer malfunction. In the event that the above shall occur and shall cause additional damages including but not limited to: fire and accidents, to Direct Express Inc, its employees, its officers and or customers cargo, vehicles, commodities; Customer, shipper, agent, overseas agent are solely responsible for all liabilities including but not limited to: legal and financial damages, liabilities arising from such damages caused by such incident. Customer acknowledges that he/she has received a copy of the terms and conditions of Direct Express, Inc. Customer has agreed, read, accepted and understood the terms and conditions that are applicable for said commodity, shipment. All the terms and conditions can also be view at our website at [www.shippei.com](http://www.shippei.com).
39. Insurance on household goods, personal effects, items that were not packed directly by Direct Express, Inc or its employees' will not and can not be insured for full coverage. If insurance is requested in writing by customer, such items, cargo are only subject to be insured for total loss coverage only.
40. Customer agrees and accepts and agrees to release Direct Express, Inc, its employees and its officers of all legal and financial liability or responsibility for mold, mildew, rust, corrosion that might develop in and on the vehicle/s, motorcycle/s, boat/s, RV/s/ ATV, trailers, Camper trailer/s, any part of the vehicle(s), cargo, pallet(s), while or during transit due to humidity that accumulates inside the container, as these are consider a natural cause, act of God, that can not be control by Direct Express, Inc or its employee's or its officers.
41. In the event of a major disaster such as, but not limited to: fire(s), flood(s), earthquake(s), hurricane(s), tornado(s), or any acts to be consider acts of nature or God, the customer (Shipper, consignee, forwarder, agent) has agreed, accepted and guaranteed to insure each single vehicle(s), cargo(s), pallet(s), crate(s) and provide their own insurance coverage for transportation and storage. Insurance that would cover such commodity, cargo(s), vehicle(s) for such events while the vehicle(s) and or cargo(s) is(are) at any of the warehouse(s), yard(s) or location(s) of Direct Express, Inc waiting or during transportation. Customer (Shipper, consignee, forwarder, agent, overseas agent) agrees and accepts that he/she will not hold Direct Express, Inc, its employees, officers, nor its business partners or their locations liable nor responsible for damages caused to commodities, cargo(s), vehicle(s) by such disaster(s) or event(s), while commodities, vehicle(s), and or cargo(s), is(are) waiting or during transportation. Customer, shipper, consignee, forwarder, agent, overseas agent, releases Direct Express, Inc, its employees, its officers or Direct Express, Inc's business partners of all liabilities including but not limited to: "legal and financial", and any responsibilities while the vehicle/s, or cargo is waiting or during transportation at any of Direct Express, Inc warehouse(s), yard(s) location(s) or any of Direct Express, Inc's business partners locations. Customer (Shipper, consignee, forwarder, agent, overseas agent) understands, accepts and agrees that he/she must obtain full coverage insurance in order to protect his/her interest while, commodity, vehicle(s) and or cargo(s) is at any of the warehouse(s), yard(s), location(s) of Direct Express, Inc or its business partners or in transit.
42. If Shipper, consignee, forwarder, agent, overseas agent, has requested door move transport, "transport from origin to warehouse or from warehouse to destination" for said cargo(s), vehicle(s), in order for such commodity to be exported, imported, the customer acknowledges, agrees and accepts that he/she has been properly informed by Direct Express, Inc to acquire, obtain transport insurance coverage from origin to warehouse or warehouse to final destination. Such insurance is to be provided and taken solely by the customer (shipper ,supplier, consignee, buyer, forwarder, agent, overseas agent). In case of an accident including but not limited to, traffic accident, damage, fire, theft, weather conditions including but not limited to: rain, hail, snow, flood(s), earthquake(s), hurricane(s), tornado(s), customer agrees, accepts and acknowledges that she/he will not hold Direct Express, Inc, its employees, it's officers, liable nor responsible for any and all damages including but not limited to: "financial and legal damages". Customer, Shipper (supplier, seller), Consignee (buyer), forwarder, agent, overseas agent, fully agrees, accepts and acknowledges that they will insure each single shipment and provide their own transport insurance coverage for such door move that will cover such events and or circumstances. Customer, shipper, consignee, forwarder, agent, overseas agent, agrees and accepts to release Direct Express, Inc, its employees, its officers or Direct Express, Inc's business partners of all liabilities including but not limited to "legal and financial" or responsibilities while the vehicle/s, or cargo is being transported to any of our Direct Express, Inc warehouse(s), yard(s) location(s) or any of Direct Express, Inc's business partners locations. Customer (Shipper, consignee, forwarder, agent, overseas agent) understands, accepts and agrees that he/she must obtain full coverage insurance in order to protect his/her interest while vehicle and or cargo is in transit to warehouse(s), yard(s), location(s) or in transit.
43. Direct Express, Inc, its employees, its officers are NOT RESPONSIBLE for and assume no liability arising from, but not limited to: fire, theft, damage to or loss of the (cargo, pallets, boxes, crates) and vehicle/s, automobile/s, bike/s, motorcycle/s, boat/s, camper trailer/s, RV/s, trailer/s, or any article/s left therein. Customer releases Direct Express, Inc, its employees, its officers or Direct Express, Inc's business partners of all liabilities, including but not limited to: "legal and financial" or responsibilities while the vehicle/s, or cargo is under Direct Express, Inc warehouse(s), yard(s) location(s) or any of Direct Express, Inc's business partners locations. Customer (Shipper, consignee, forwarder, agent, overseas agent,) understands, accepts and agrees that he/she must obtain full coverage insurance in order to protect his/her interest while vehicle and or cargo is in warehouse(s), yard(s), location(s) or in transit.
44. Direct Express, Inc. does not guarantee transit times. All dates are estimates and shall not be construed as promises of departure or arrival dates. In the event that a shipment, vehicle, cargo is delay at origin, and can not be ship, loaded in a container, deliver to the port for shipment, or if said shipment encounters delays while in transit or in route to its final destination, Direct Express, Inc. is not liable for claimed losses arising from such delays including but not limited to: shortage of inventory, prevention of sale, diminution and loss of use. Customer, shipper, consignee, agent, overseas agent agrees and accepts to release Direct Express, Inc. its employees, and its officers from all liabilities including but not limited to "legal and financial liabilities" arising from such delays created directly or indirectly by Direct Express, Inc.
45. Direct Express, Inc. does not guarantee transit times. All dates are estimates and shall not be construed as promises of departure or arrival dates. In the event that a shipment, vehicle, cargo, commodity is delay including but not limited to: a claim, dispute, accidents, damage, insurance settlements, insurance repair at origin, or at destination, Direct Express, Inc. is not liable for claimed losses arising from such delays. Customer, shipper, consignee, agent, overseas agent agrees and accepts to release Direct Express, Inc, its employees and its officers from all liabilities including but not limited to "legal and financial liabilities" arising from such delays created directly or indirectly by Direct Express, Inc. including but not limited to: shortage of inventory, prevention of sale, diminution and loss of use.
46. Direct Express, Inc allows 2 weeks free of storage in our warehouses. After 2 weeks free of storage; Direct Express, Inc will be charging 10.00 USD a day per vehicle, this is a flat fee and it will NOT be broken down per hour.





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47. No destination charges are included in the quote above. Destination charges such as "including but not limited to": unloading, dray, handling, docs, customs entry, import duties and taxes. Such charges are payable by customer, consignee, agent, broker, overseas agent at destination. Any other charges arising from shipment at destination including but not limited to: port, carrier, truckers, warehouse, customs agency, government authorities, government agencies, government inspections, government exams, are for the account of the consignee, broker agent, overseas agent and or shipper. Customer agrees, accepts and guarantees payment of said charges. Customer agrees and accepts to release Direct Express, Inc, its employees, its officers of all liabilities including but not limited to legal and financial liabilities.
48. All vehicles being ship to, including but not limited to: Australia, New Zealand are to be steam wash and be removed from any possible debris or soil in the vehicle. In addition all vehicles must have an air condition declaration and degas certification. The cost for such services are 200.00 USD. All additional cost, including but not limited to "fines and or penalties" arising from not complying with the importation requirements for said commodity at the country of destination, are the sole responsibility of the shipper, consignee, broker, agent, overseas agent. Customer, shipper, consignee, broker, agent, overseas agent agrees and accepts to release Direct Express, Inc, its employees and its officers from all liabilities, including but not limited to: financial and or legal liabilities.
49. Fumigation certification is require on certain countries. Fumigation services can be provided upon request at additional cost. This service is to be requested prior to loading container. This will allow for fumigation to be arrange while the container remains in the USA. If container is not fumigated at USA, fumigation might be mandatory by the government or port authorities at destination. If fumigation is require this will cause delays and additional charges including but not limited to: fumigation, dray, transport, demurrage, storage, chassis, pier diem, and such charges are due and payable solely by the shipper, importer, consignee, broker, agent, overseas agent. Customer, shipper, broker, agent, overseas agent agrees and accepts to release Direct Express, Inc , its employees, its officers from all liabilities, including but not limited to: financial, legal liabilities, any possible fines and penalties or violations if container is not fumigated at origin prior to exportation.
50. If you are shipping via roro service, not in a container, the vehicle must be in good driving and running condition "no exceptions". The carrier will not allow for any loose pieces, parts or items to be ship or store inside the vehicle. Please ensure that all loose items, cargo are remove from the vehicle prior to delivering to the terminal, otherwise the carrier, terminal will not received such vehicle and the shipment will be rejected causing additional charges due and payable to the driver for transportation which will be for the account of the cargo owner, shipper, receiver, broker, agent, overseas agent. Such charges are to be paid in full to Direct Express, Inc in order for Direct Express, Inc to resolve such situation with the driver or delivery person. If any parts are transported with the vehicle to the port, all loose parts will be remove by the driver or delivery person and such parts can not be return to the shipper, consignee, broker, agent, overseas agent under any circumstances as the driver, delivery person will have to trash such parts. Customer, shipper, consignee, broker, agent, overseas agent agrees and accepts to release Direct Express, Inc, its employees, its officers of all liabilities including but not limited to legal and financial liabilities arising from such situation.
51. If you are shipping via RORO service, not in a container into Hawaii, some carriers might accept a non-runner vehicle, however the vehicle must have working breaks. If the breaks are not working the carrier will not accept such vehicle, therefore we will not be able to ship, transport the vehicle and the rate provided to transport said vehicle will not be valid as it does not meet the criteria for shipping under such price that was provided. The carrier will not allow for any loose pieces, parts or items to be ship or store inside the vehicle. Please ensure that all loose items, cargo are remove from the vehicle prior to delivering to the terminal, otherwise the carrier, terminal will not received such vehicle and the shipment will be rejected causing additional charges due and payable to the driver for transportation which will be for the account of the cargo owner, shipper, consignee, broker, agent, overseas agent. Such charges are to be paid in full to Direct Express, Inc in order for Direct Express, Inc to resolve such situation with the driver or delivery person. If any parts are transported with the vehicle to the port, all loose parts will be remove by the driver or delivery person and such parts can not be return to the shipper, consignee, broker, agent, overseas agent under any circumstances as the driver, delivery person will have to trash such parts. Customer, shipper, consignee, broker, agent, overseas agent agrees and accepts to release Direct Express, Inc, its employees, its officers of all liabilities including but not limited to "legal and financial liabilities" arising from such situation.
52. If you are shipping via loose cargo load, combine in a container, any household goods & personal effects whether LCL or FCL, any roll on roll off "RORO", all units, cargo, boxes, pallets, crates, boats, RV, campers, Motorhomes, trailers, equipment will be re-measure by the port authorities, port personnel and warehouse personnel. All charges including but not limited to: packing, wrapping, material, labor, pick up charges, ocean freight, shipping and or destination charges will be properly adjusted (charges could be higher or lower depending on the actual volume moving compare to the charges originally quoted) in order to reflect the actual dimensions, actual volume that the carrier, port authorities, warehouse personnel has confirmed. Customer, shipper, consignee, broker, agent, overseas agent, agrees and accepts that volume and dimensions originally provided to Direct Express, Inc were only a guesstimate in order to obtain a quote in order for shipment to take place. Shipper, consignee, broker, agent, overseas agent agrees, accepts and guarantees complete and full payment of proper and actual charges base on the dimensions and actual volume being ship.
53. If you are shipping a shipping a trailer, camper trailer, RV, motorhome, said commodity is to be issued an empty propane tank certificate by an authorized gas company; certifying that the propane has been fully drained and it is no longer consider a hazardous material.
54. All rates are valid for 30 days and subject to change without notice.
55. All shipments are subject to the terms and conditions of actual carrier as well.
56. Direct Express, Inc, its employees, its officers are NOT RESPONSIBLE for and assume no liability arising from, but not limited to: lost of titles or documents caused by US Customs, DHS, Port Authorities, Port Offices, after Direct Express, Inc submits titles to US Customs, Port Authorities, Port Offices or Governmental agencies. Original titles are submitted to such Government Agencies and or offices for their review and approval of exportation "validation of exportation" of said vehicle/s. Customer, shipper, consignee, agent, overseas agent, agrees, accepts to release Direct Express, Inc, its employees and its officers from all liabilities including but not limited to legal and financial liabilities arising from titles or documents being lost, including but not limited to: storage, demurrage, pier diem, chassis fees, port fees, customs entry, customs clearance, customs hold, vehicle titling, vehicle registration at origin or destination, shortage of inventory, prevention of sale, diminution, and loss of use. Customer, Shipper, Consignee, Agent, Overseas Agent, accepts, agrees to the terms describe above, and authorizes Direct Express, Inc to utilize any courier at it sole discretion to facilitate the original titles, original bills of lading, documentation.
57. Direct Express, Inc, its employees, its officers are NOT RESPONSIBLE for and assume no liability arising from, but not limited to: lost of titles or documents caused by courriers such as DHL, TNT, UPS, FEDEX, USPS, local courriers while such original titles, original bills of lading, documents that are in transit to any of our offices in USA, Overseas agents, Overseas offices, Shippers' address, Consignee's address, US Customs, DHS, Port Authorities, Port Offices. Original titles, Original bills of lading, and other documents are send via courier in order to facilitate the original documentation "including but not limited to" the importation, customs entry, customs clearance, vehicle titling, vehicle registration, sale of vehicle, etc. Customer, shipper, consignee, agent, overseas agent, agrees and accepts to release Direct Express, Inc, its employees and its officers from all liability including but not limited to "legal and financial liabilities" arising from titles being lost, including but not limited to: storage, demurrage, pier diem, chassis fees, port fees, customs entry, customs clearance, customs hold, vehicle titling, vehicle registration at origin or destination, shortage of inventory, prevention of sale, diminution, and loss of use. Customer, Shipper, Consignee, Agent, Overseas Agent, accepts, agrees to the terms describe above, and authorizes Direct Express, Inc to utilize any courier at it sole discretion to facilitate the original titles, original bills of lading, documentation.
58. Customer, Shipper, Consignee, Agent, Overseas Agent, agrees, accepts to be responsible for all additional charges arising from lost of title/s, document/s, "including but not limited to", replacement of original titles, registrations fees, taxes, original bills of lading, demurrage, port charges, chassis fees, storage, pier diem, customs clearance, customs entry, customs hold, vehicle titling, vehicle registration, shortage of inventory, prevention of sale. Customer, shipper, consignee, agent, overseas agent, agrees and accepts to release Direct Express, Inc, its employees and its officers from all liability including but not limited to legal and financial liabilities arising circumstances.
59. UNCONDITIONAL PROMISE TO PAY AND GUARANTEE OF FREIGHT PAYMENT: I, (We) the customer, shipper, consignee, forwarder, agent, overseas agent, will be absolutely and unconditionally liable to Direct Express, Inc for payment including but not limited to: all freight and charges due and (we) guarantee that Direct Express, Inc will be paid by us irrespective of whether or not funds for payment of such freight and charges have been advanced by us to a freight forwarder or other agent. If we provide funds to a freight forwarder or agent to pay the freight or charges due to the carrier, and such forwarder or agent converts such funds to its own use or for any other reason falls to pay them to the carrier, we shall remain absolutely and unconditionally liable to Direct Express, Inc for the payment of the freight and charges. Customer, shipper, consignee, forwarder, agent, overseas agent, agrees, understand, accepts and acknowledges that Direct Express, Inc has no time limitation or any other statute limitation in order to collect funds due to Direct Express, Inc from any of the services, including but not limited to: invoices, statements, bills of lading, administration fees provided by Direct Express, Inc.
60. FREIGHT DUE AS SPECIFIED IN THE AGREEMENT: All freight charges shall be pay within five (5) calendar days from the sailing date of the vessel from the respective loading port. Customer understands accepts and agrees that interest on any unpaid balance may be charged up to the highest rate authorized by law per month and the delinquent balance shall be added to the sum due. In the event that the customer, shipper, consignee, forwarder, agent, overseas agent has not paid such shipment in a timely manner, the container will be place on hold at Direct Express, Inc sole's discretion and accumulate additional cost including but not limited to: storage, chassis fees, demurrage, pier diem, etc, all of such charges are to be paid in full prior to Direct Express, Inc being able to release cargo, shipment.
61. Overseas Agent(s) payment terms and conditions: FREIGHT DUE AS SPECIFIED IN THE AGREEMENT: including but not limited to: All freight charges, ocean freight invoices, administration fees invoices issued for shipments under Direct Express, Inc bills of lading, open statements shall be pay within five (5) calendar days from the date payment is requested from Direct Express, Inc, its employees or its officers. Overseas Agents understands, accepts and agrees that interest on any unpaid balance may be charged up to the highest rate authorized by law per month and the delinquent balance shall be added to the sum due. Overseas Agent(s) UNCONDITIONAL PROMISE TO PAY AND GUARANTEE OF FREIGHT PAYMENT: Overseas Agent will be absolutely and unconditionally liable to Direct Express, Inc for payment of all freight and charges due and guarantee that they will pay Direct Express, Inc. Overseas Agents, agrees, accepts and authorizes Direct Express, Inc. that IN THE EVENT THE ACCOUNT BECOMES DELINQUENT AND IS TURNED OVER FOR COLLECTION: overseas agent accepts and agrees to pay all costs of collection including, but not limited to, fees paid to collection agencies and reasonable attorney fees whether suit is commenced or not under the jurisdiction in the State of California USA. Direct Express, Inc reserves the rights at its sole discretion to commence sue or legal action, under or under the jurisdiction of the State of California USA. Overseas agent, agrees, understands, accepts and acknowledges that Direct Express, Inc has no time limitation or any other statute limitation in order to collect funds due to Direct Express, Inc from any of the services including but not limited to: invoices, statements, bills of lading, airwaybills, administration fees" provided by Direct Express, Inc.



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62. **ABSOLUTE OBLIGATION TO COLLECT FREIGHT:** We the customer, shipper, consignee, forwarder, agent, overseas agent, recognize, acknowledge and accept that Direct Express, Inc has an absolute obligation at law and under the relevant shipping statutes to collect and receive all freight charges, due under the pertinent tariff, tariffs. Customer, shipper, consignee, forwarder, agent, overseas agent agrees, accepts to pay all costs of collection including, but not limited to: fees paid to collection agencies and reasonable attorney fees whether sue or legal action is commenced or not under the jurisdiction in the State of California USA.
63. **ABSOLUTE DIRECTION TO REFUSE CREDIT:** Nothing herein contained shall limit DIRECT EXPRESS, INC from exercising absolute discretion to refuse, to extend credit or its right, where credit has been provided, approved or extended to collect payment of all freight and charges prior to vessel's arrival at port of discharge.
64. **IN THE EVENT THE ACCOUNT BECOMES DELINQUENT AND IS TURNED OVER FOR COLLECTION:** Customer, shipper, consignee, forwarder, agent, overseas agent agrees and accepts to pay all costs of collection including, but not limited to: fees paid to collection agencies and reasonable attorney fees whether sue or legal action is commenced or not under the jurisdiction in the State of California USA.
65. **CREDIT REFERENCE:** In the event of a credit application, customer authorizes Direct Express, Inc and/or its credit agency(s) to investigate all credit history and banking references to make full disclosure of credit information concerning said customer, or its general agent upon written request in order to process a credit application as it deems necessary now and in the future.
66. **BOUNCED CHECKS:** There will be a charge of \$45.00 per check for all returned checks, NO EXCEPTIONS.
67. Check payments are subject to be place on hold up to 14 days after check has been deposited into Direct Express, Inc business bank account. This is mandatory in order to ensure that the check will clear payment. Shipment will remain on hold until such funds clear Direct Express, Inc's business bank account. The shipment will remain on hold and will incur additional charges including but not limited to, storage, demurrage, pier diem, fines and penalties. Customer, shipper, consignee, agent, broker, overseas agent, agrees and accepts to be liable for all additional charges cause by such delay.
68. **GENERAL LIEN:** Customer, shipper, consignee, broker, agent, overseas agent, agrees and accepts that Direct Express, inc, and/or its subsidiaries or related companies shall have a general lien on any and all property, wherever located, whether in its possession, custody, control or en route, for all claims for freight and related charges, expenses, advances, interest for accounts outstanding and attorneys fees incurred, and for other charges as further defined in Carrier's ocean carrier tariff, its ocean bill of lading, its air waybill, our terms and conditions, or for any other pertinent charges incurred by Carrier in connection with any shipments including previously delivered goods of the undersigned company.
69. All customers, shippers, forwarders, consignees, agents, overseas agent agree, accept, and understand that Direct Express, Inc has no exclusive agent contracts or agent agreements. Agents, Overseas Agent agrees, understands and accepts that Direct Express Inc reserves the right of free will business, unlimited and unrestricted territory business at its sole discretion whether in US or at any destination where an agent or overseas agent operates its business. Direct Express, Inc reserves the right to consign shipments, including but not limited to: master bill of lading, house bills of lading, airwaybill at its sole discretion. All customers, shippers, forwarders, consignees, agents, overseas agents agree and accept to irrevocably pay all charges due to Direct Express, Inc including but not limited to: ocean freight charges, freight charges, administration fees, etc.
70. The Shipper, consignee, agent, overseas agent, warrants antifreeze protection of the engine's cooling systems down to temperatures of at least 30 degrees centigrade, or the equivalent 22 degree Fahrenheit below zero. I hereby certify that the vehicle contains NO personal effects, or that there are any loose auto parts in the vehicle. Warehousemen, Direct Express, Inc, its employees or its officers, shall not be liable for any cargo left in the trunk, inside the vehicle or passenger compartment.
71. **EFFECTIVE DATE:** This agreement shall continue in effect unless terminated sooner by written notice from either party to the other, provided, however, that termination, suspension or cancellation of the agreement shall not extinguish any existing liabilities, debts hereunder. By utilizing and or continuing to use the services of Direct Express, Inc you are agreeing and accepting the Terms and Conditions of Direct Express, Inc. which can be view at [www.shipdei.com](http://www.shipdei.com)
72. Direct Express, Inc does not agree nor accept any of the terms and conditions provided by the following: including but not limited to: agents, offices, shippers, customers, forwarders, NVOCC, overseas agents, overseas offices, and other countries. All customers, shippers, consignees, forwarders, brokers, agents, overseas agents, agree, acknowledge, understand and accept that their terms and conditions DO NOT apply and are NOT accepted in such transaction/s, shipment/s, communication, email communications or documents. Customer, shipper, consignee, agent, overseas agent agree, understand and accept that the only applicable terms and conditions in such shipment/s, transaction/s, communication/s, email communication/s or documents are terms and conditions of Direct Express, Inc which can be view at [www.shipdei.com](http://www.shipdei.com)
73. Agents, Overseas Agents, Overseas Offices, Brokers, consignee, shipper agrees and accepts to fully pay all balances due to Direct Express, Inc. Direct Express, Inc will provide monthly statements, invoices, bills of lading, airway bills. All transactions, invoices over 30 days and older are to be pay in full upon request from Direct Express, Inc, its employees or its officers. Direct Express Inc, will provide complete banking details in order for payment to be made via wire transfer directly into Direct Express, Inc business bank account.
74. Agent, Overseas Agent, Overseas Office, Broker agrees that all allegations of any potential damages are to be mutually addressed and be resolved between Direct Express, Inc and the agent, overseas agent, overseas office, and or broker. That the party that cause the allege damage is to resolve "settle" the allege claim directly with the customer, looking out in the best interest of the customer and at the same time, the best interest of our mutual companies "Direct Express, Inc and the Overseas Agent" in order to ensure a continue business relationship with said customer and avoiding customer lost and financial lost.
75. Agent, Overseas Agent, Overseas Office, Broker, agrees and accepts that all of Direct Express, Inc's written instructions for each shipment, transaction, master bill of lading, house bill of lading, invoice, airwaybill, including but not limited to: hold request or special instructions will be follow and NO shipments will be release to consignee, customer, agent, overseas agent without the written consent of Direct Express, Inc. If said shipment, commodity is release without the written consent of Direct Express, Inc to customer, consignee, Agent, Overseas Agent, Overseas Office, Broker; the agent, overseas agent agrees and accepts to be unconditionally liable for all charges due to Direct Express, Inc for said customer, for customer's account, including but not limited to current invoices, shipments, past due invoices, past due amounts and previous shipments.
76. Agent, Overseas Agent, Overseas Office, Broker agrees and accepts that if there are any issues on any of the shipments including but not limited to: allege damages, delay, etc, such issues will be immediately address with Direct Express, Inc while the shipment is in our mutual custody, prior to releasing the cargo, commodity to the customer, consignee, agent, overseas agent, in order for said issue and situation to be properly resolve in a timely manner with the customer.
77. Shipper, Consignee, Broker, Agent, Overseas Agent, Overseas Office, agrees, accepts and guarantee full payment of all charges due to Direct Express, Inc upon request from Direct Express, Inc; including but not limited to customer claiming withholding, depriving on payments or full payment to Direct Express, Inc due to allege damages, allege issues, allege disputes, allege delays, that need to be settle between Direct Express, Inc and the shipper, consignee, broker, agent, overseas agent. Customer agrees, accepts, understand and guarantee's that full and complete payment will be made upon request from Direct Express, Inc, its officers and or its employees.
78. Agent, Overseas Agent, Overseas Office, Broker agrees and accepts to provide and properly complete the require documentation including but not limited to: Direct Express, Inc's Power of Attorney, Shipper Letter of Instructions "POA / SLI", Terms and Conditions, US customs POA, commercial invoice, packing list, and other related documents for exportation or importation. These documents are required for every shipment and are mandatory by US law. By not complying with these requirements Customer, shipper, consignee, agent, broker, overseas agent, agrees and accepts to release Direct Express, Inc, its employees, its officers of all liabilities and responsibilities, including but not limited to: all legal, all financial liabilities, and any and all possible federal violations, local state violations, fines and penalties issued and imposed by any agency including but not limited to: US Government Agencies, Federal agency, State agency, or any governmental agencies at origin or destination. By not complying with these requirements Customer, shipper, consignee, agent, broker, overseas agent, agrees and accepts to be solely responsible and liable for all liabilities and responsibilities arising from such situation or circumstances including but not limited to: all legal, all financial liabilities, any and all possible federal violations, local state violations, fines and penalties issued and imposed by any agency including but not limited to: US Government Agencies, Federal agency, State agency, or any Governmental Agencies at origin or destination.
79. Agent, Overseas Agent, Overseas Office, Broker nor any of its agents domestically or any of its Overseas Offices, its Overseas representatives, its Overseas locations, whether or not in the USA, company officers, or company employees, agrees, understands, and accepts NOT TO back solicit business nor request business from customers provided by Direct Express, Inc under any circumstances, whether the business is originated at USA or any continent including but not limited to: America, Europe, Africa, Asia, Oceania. If Agent, Overseas Agent, Overseas Office, Broker violates such agreement, Agent, Overseas Agent, Overseas Office, Broker agrees and accepts to be unconditionally liable to Direct Express, Inc for all damages caused to Direct Express, Inc including but not limited to financial damages, legal damages, lost of income, lost of customers, lost of business, financial lost, attorney fees, legal fees, court fees, travel expenses, travel accommodations.
80. Agent, Overseas Agent, Overseas Office, Broker agrees and accepts to maintain total and strict confidentiality on the business, information, database, customer information provided by Direct Express, Inc and that such customer information, content, database, will not be discuss, will not be release, will not be transfer, will not be sold, will not be given, will not be provided to any of its agents, local offices, overseas agents, overseas offices, any representatives, any of its officers or any of its employees under any circumstances. If Agent, Overseas Agent, Overseas Office, Broker violates such agreement, Agent, Overseas Agent, Overseas Office, Broker agrees and accepts to be unconditionally liable to Direct Express, Inc for all damages cause to Direct Express, Inc including but not limited to: financial lost, customer lost, attorney fees, legal fees, court fees, travel expenses, travel accommodations.
81. All customers, shippers, forwarders, consignees, agents, overseas agents, overseas offices agree, accept and understand that Direct Express, Inc, its officers, its employees do not engage nor accept any verbal contract/s, verbal agreement/s, oral contract/s, oral agreement/s. Therefore any allege verbal contract/s, verbal agreement/s, oral contract/s, oral agreement/s are null and void. All contracts, agreements with Direct Express, Inc are to be written. Such written contracts, agreements are to be reviewed, approved, authorized and accepted by Direct Express, Inc's president.



## TERMS & CONDITIONS OF SERVICE PAGE 7/8

### 82. Assignment / subcontracting:

Neither Party shall have the right to assign or subcontract any of its obligation or duties under this agreement, without the prior written consent of the other party, which consent shall be in the sole determination of the party with the right to consent.  
Notwithstanding the foregoing, either party may, without the consent of the other party, assign the agreement to an affiliate or subsidiary or to any person that acquires all or substantially all of the assets of a party.

### 83. Attorney's Fees

The non-prevailing party in any dispute under this agreement shall pay all costs and expenses including expert witness fees and attorney's fees, incurred by the prevailing party in resolving such dispute.

### 84. Compliance with Laws

Each Party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party and shall obtain any permits or licenses necessary for its operations. Neither party shall take any action in violation of any applicable legal requirement, law that could result in liability being imposed on the other party.

### 85. Conflicts

The terms and conditions of this agreement shall control over any conflicting terms in any referenced agreement, email, communication or documents.

### 86. Cumulative Rights

Any specific right or remedy provided in this contract will not be exclusive but will be cumulative of all other rights and remedies.

### 87. Force Majeure

Neither party shall be held responsible for any delay or failure in performance of any part of this agreement to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party. The affected party will notify the other party in writing within ten (10) days after the beginning of any such cause that would affect its performance, notwithstanding, if a party's performance is delayed for a period exceeding thirty (30) days from the date the other party receives notice under this paragraph, the non-affected party will have the right, without any liability to the other party, to terminate this agreement.

### 88. Notices

All notices shall be in writing and shall be delivered personally, by United States Certified or registered mail, postage prepaid, return receipt requested, or by a recognized overnight delivery service. Any notice must be delivered to the parties at their respective addresses set forth below their signatures or to such other address as shall be specified in writing by either party according to the requirements of this section. The date that notice shall be deemed to have been made shall be the date of delivery, when delivered personally; on written verification of receipt if delivered by overnight delivery; or the date set forth on the return receipt if sent by certified or registered mail.

### 89. Relationship of the Parties

The relationship of the parties under this agreement is that of an independent contractor and the company hiring the contractor. In all matters relating to this agreement each party hereto shall be solely responsible for the acts of its employees and agents, and employees or agents of one party shall not be considered employees or agents of the other party. Except as otherwise provided herein, no party shall have any right, power, or authority to create any obligation, express, or implied, on behalf of any other party. Nothing in this agreement is intended to create or constitute a joint venture, partnership, agency, trust, or other association of any kind between the parties or persons referred to herein.

90. Agents, Overseas Agents, Overseas Offices, Brokers, consignee, shipper agrees and accepts to comply with US LAW and regulations. All cargo, commodities, vehicles must meet the US Government agencies and US regulations, US laws, including but not limited to: DOT or EPA requirements and criteria. In the event that the customer is importing a vehicle, the vehicle must receive an approval importation letter from the DOT and EPA prior to shipping to USA. It is the full and sole responsibility of the customer to obtain such letter prior to shipping. In the event that the customer ships and starts the import process without meeting such import approval, documentation, and requirements, the customer is solely and fully responsible for all charges that might arise due to the fact that the commodity does not meet US laws and regulations for US import. The additional charges are including but not limited to: us customs entry, us customs inspections, us customs fines, shipping charges to USA, shipping charges from USA, port charges, dray, pier pass, ctf, demurrage, container storage, pier diem, chassis, cargo storage, etc.

91. Agents, Overseas Agents, Overseas Offices, Brokers, consignee, shipper agrees, accepts, grants, allows, consents, and authorizes Direct Express, Inc to document, take pictures, video record, edit, create media files, create media videos & promotional material that will be utilize, display, posted, play on the internet, on social media, including but not limited to: youtube, facebook, twitter, instagram, yelp, google, yahoo, etc. Furthermore the shipper, consignee, agent, overseas agent, agrees, accepts, and understands to forever release Direct Express, Inc, its employees, its officers of any legal and financial claims or compensation, including but not limited to: royalties.etc.

92. Agents, Overseas Agents, Overseas Offices, Brokers, consignee, shipper agrees, accepts, understands and acknowledges Direct Express, Inc Online Privacy Policy Agreement which can be view display and downloaded at [www.directexpress.inc.com](http://www.directexpress.inc.com) or it can also be provided via email upon request.

93. Agents, Overseas Agents, Overseas Offices, Brokers, consignee, shipper agrees, accepts, understands and acknowledges Direct Express, Inc Data Protection and Privacy Policy Agreement which can be view display and downloaded at [www.directexpress.inc.com](http://www.directexpress.inc.com) or it can also be provided via email upon request.

94. Agents, Overseas Agents, Overseas Offices, Brokers, consignee, shipper agrees, accepts, understands and acknowledges Direct Express, Inc Anti-bribery and anti-corruption declaration Agreement which can be view display and downloaded at [www.directexpress.inc.com](http://www.directexpress.inc.com) or it can also be provided via email upon request.

### 95. Escrow services terms and conditions (a)

Seller, Shipper must present and provide the following complete and full details as follows: seller's name, address, telephone, copy of his ID/ DI and or Passport  
Complete and full details of sellers bank's including name, address, telephone, account number and routing number

Buyer, consignee must present and provide us with the following complete details as follows:  
Buyers name, address "consignee" Name address Tel and copy of his ID/ DL and or passport

Our POA/ SLI fully completed, Pictures of the vehicle while at sellers location, Pictures of the vin number while at sellers location, Pictures of the title while at sellers location, Pictures of the bill of sale while at sellers location.

The buyer "consignee" agrees, accepts to wire the complete and full amount due to the seller to Direct Express Inc. Direct Express Inc will forward such funds to the seller once driver has confirm existence of vehicle, title and seller must provide and present our assigned driver his original DL/ID or passport in order to confirm sellers identity.

Once the funds are confirmed in Direct Express Inc account, we will contact the seller and schedule an appointment in order to pick up the vehicle and title.

Once assigned driver is physically at the location of the seller and driver confirms vehicle, title, vin number and seller has presented and provided his ID/DL or passport to assigned driver in order to confirm sellers identity, Direct Express, Inc will then wire the funds to sellers bank account.

Seller, Shipper agrees, accepts, understands and acknowledges to immediately release the vehicle and original title to Direct Express Inc, and or its assigned driver once Direct Express Inc provides a copy of the wire confirmation from Direct Express, Inc's bank. Seller is encourage to contact his/her bank in order to confirm the funds have arrived or are schedule to be deposited into his/her account via wire transfer by his/her bank. Seller will receive a transport bill of lading or condition report from assigned driver verifying, confirming, noting and marking the condition of the vehicle. Seller agrees, accepts and acknowledges to be legally liable and to release the vehicle and title to Direct Express Inc and or its' assigned driver. Any and all liabilities, cost arising from seller not releasing the vehicle and title, seller will be fully liable and responsible for all expenses and cost including but not limited to, full and complete refund of the funds wire for said vehicle, attorney fees, legal liabilities, financial liabilities and others.

Buyer, Consignee agrees, accepts and acknowledges, to release Direct Express Inc, its officers, its employees of all liabilities including but not limited to, seller refusing to release the vehicle and title after wire confirmation has been presented by Direct Express Inc or our assigned driver to the seller, seller or supplier committing fraud to buyer. Buyer "consignee" accepts to forever release Direct Express Inc of all liabilities including but not limited to, legal and financial liabilities. That Direct Express Inc is only facilitating payment and we are only acting on behalf of buyer for wiring and forwarding funds to his seller or supplier once the existence of the vehicle and title is confirm by Direct Express, Inc or its' assigned driver. Buyer "consignee" has already verified, check, confirmed that the seller details are not fraudulent and seller has agreed and accepted to release the vehicle and title to our assigned driver upon presentation of wire confirmation from Direct Express, inc bank account to sellers bank account. Buyer, Consignee clearly understand and agrees that Direct Express Inc, its officers and employees are not responsible, not liable, under any circumstances for forwarding final, full and complete payment to seller once driver has confirmed existence of vehicle and title. We are not responsible for the condition of the vehicle, including but not limited to, mechanical, electrical, dents, scratches, original parts and others, as we are only following complete and full instructions from buyer "consignee" to only forward payment to seller for the vehicle after confirmation from Direct Express, Inc, or it's assigned driver that the vehicle does exist and that the original title matches the vin number located on the vehicle. The vehicle is being picked up from seller as "as is" condition without any warranties or guarantees. The vehicle will be properly documented with a condition report and or transport bill of lading and pictures. Pictures will also be issued by our receiving location in order to ensure the vehicle remains in the condition that the vehicle was released by the seller.



## **TERMS & CONDITIONS OF SERVICE PAGE 8/8**

### 95. Escrow services terms and conditions (b)

Buyer(s) agrees and accepts to wire complete and full amount owed to the seller for the item(s), vehicle(s), cargo, commodity intended to be purchased by the buyer to Direct Express, Inc's bank account in order for Direct Express, Inc to process the escrow service with the seller.

Buyer(s) agrees and accepts to wire a non-refundable fee of 495.00 USD escrow service, handling fee, service fee, bank service fee to Direct Express, Inc.

Buyer(s) agrees and accepts that Direct Express, Inc is not responsible for "including but not limited to" origin, condition, authenticity, history, of the item(s), cargo, vehicle(s), commodity(ies) buyer is purchasing from the seller.

Buyer(s) agrees and accepts that in the event that the vehicle identification number (vin), year, make, model, original title does not match with the original details provided by the seller to buyer; Direct Express, Inc will not proceed with the transaction and will not process payment to seller until the buyer(s) clarifies and authorizes for final payment to be made.

Buyer(s) agrees and accepts that in the event that the vehicle(s) does not have an original title, Direct Express, Inc will not proceed with the transaction and will not process payment to seller until the buyer(s) clarifies and authorizes for final payment to be made.

In the event the payment is not processed for the reasons above, the buyer(s) agrees and accepts that there will be transportation charges due to Direct Express, Inc for the 1<sup>st</sup> transport attempt.

If payment is authorized by the buyer(s) additional transportation charges, pick up charges will occur as the transport company will have to return on a different date to transport the commodity once buyer(s) has clarified and authorized final payment to be made to the seller.

Buyer(s) agrees and accepts that in the event that the commodity, item(s), vehicle(s) is reported stolen or has been previously reported stolen, therefore causing for the commodity, item(s), vehicle(s) to be placed on US Customs Hold, inspected, examined or SEIZED by a US government authority, including but not limited to US CUSTOMS, USCBP, CHP, LAPD, US Coast Guard and others. Buyer(s) agrees and accepts to be fully liable and to immediately pay Direct Express, Inc for all the additional charges caused by the above.

Buyer(s) has confirmed, verified that the item(s), vehicle(s), cargo, merchandise being purchased from the seller are original, legitimate, condition desired, not stolen, and not fraudulent.

Buyer(s) agrees and accepts to forever release Direct Express, Inc, its officers, its employees for any possible and all misrepresentation made by the seller.

Buyer(s) agrees and accepts that Direct Express, Inc is only facilitating payment of such items(s), vehicle(s), cargo, merchandise to the seller(s).

Buyer(s) agrees and accepts to forever release Direct Express, Inc, its officers, its employees of all liabilities arising from such including but not limited to financial and legal liabilities.

Direct Express, Inc does not provide any guarantees or warranties on the item(s), vehicle(s), cargo, commodity the buyer(s) purchased from the seller(s) via Escrow Service.

### 96. Severability (1b)

If any provision of this agreement shall be declared by any court of competent jurisdiction to be illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect. If the non-solicitation or non-competition provisions are found to be unreasonable or invalid, these restrictions shall be enforced to the maximum extent valid and enforceable.

### 97. Successors and Assigns

This agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, legal or personal representatives, successors, and assigns.

### 98. Survival

All provisions that logically ought to survive termination of this agreement shall survive.

### 99. Termination for Cause

If either party breaches any provision of this agreement and if such breach is not cured within thirty (30) days after receiving written notice from the other party specifying such breach in reasonable detail, the non-breaching party shall have the right to terminate this agreement by giving written notice thereof to the party in breach, which termination shall go into effect immediately on receipt.

### 100. Termination for Convenience

This agreement may be terminated by either party on thirty (30) days advance written notice effective as of the expiration of the notice period.

### 101. Termination on Insolvency

Either party has the right to terminate this agreement where the other party becomes insolvent, fails to pay its bills when due, makes an assignment for the benefit of creditors, goes out of business, or ceases business activities.

### 102. Waiver

Failure of either party to insist on strict compliance with any of the terms, covenants, and conditions of this agreement shall not be deemed a waiver of such terms, covenants, and conditions, or of any similar right or power hereunder at any subsequent time.

103. These Terms and Conditions are subject to change without notice at the discretion of Direct Express, Inc, by utilizing and or continuing to use the services of Direct Express, Inc you are agreeing and accepting the Terms and Conditions.

### 104. Integration Provision or Entire Agreement

This agreement sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. This agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral, verbal or written, of any party to this agreement.

105. Customer's, Shippers's, Consignee's, Agent's, Overseas Agent's, acknowledgement: I acknowledge that all notations hereon are true, and that I have read, understand, accepted and agreed on the above terms and conditions of services.

106. All services are performed pursuant to Direct Express, Inc's Terms and Condition of service, POA / SLI, which limit Direct Express, Inc's liability and are available for viewing at DEI'S website: [www.shipdei.com](http://www.shipdei.com)



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