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I. Terms & Conditions

a. *Reliance on Weight Information Furnished*

“Customer shall have the exclusive burden to provide the verified gross mass (VGM) of Goods as obtained on calibrated and certified equipment. General Logistics International, Inc. (General Logistics) shall be entitled to rely on the accuracy of the VGM provided by Customer for all purposes, including compliance with the VGM requirement under the International Convention of the Safety of Life at Sea (SOLAS). General Logistics shall be entitled to tender, counter-sign or endorse such certificates, weight tickets or other weight data provided by Customer to subcontractors, including any vessel operators.”*

b. *Indemnification*

- (a) *“Customer agrees that it shall be responsible even for slight differences for whatever reason in the declared and actual VGM, and agrees to indemnify, and hold General Logistics harmless from any and all claims, losses, penalties and/or costs resulting from incorrect VGM or other information provided by Customer.”*
- (b) *“Customer agrees that any inaccuracy or delay in provision of the VGM could result in a delay of shipment and further agrees that General Logistics shall not be liable to Shipper for any delay resulting from Shipper’s late, inaccurate or missing VGM.”*

** Customer may mean to include any person for which the Company is rendering service, as well as its agents and/or representatives, as applicable, including, but not limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shipper's 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*

II. Bill of Lading

a. *SOLAS Weight Certification*

“Merchant shall have the exclusive burden to provide the verified gross mass (VGM) of Goods as obtained on calibrated and certified equipment. General Logistics International, Inc. (General Logistics) shall be entitled to rely on the accuracy of the weight information provided by Merchant for all purposes, including compliance with the VGM requirement under the International Convention for the Safety of Life at Sea Safety of Life at Sea Convention (SOLAS). General Logistics shall be entitled to tender, counter-sign or endorse such certificates, weight tickets or other weight data provided by Merchant to subcontractors, including any vessel operators. Merchant agrees that it shall be responsible even for slight differences for whatever reason in the declared and actual VGM, and agrees to indemnify and hold General Logistics harmless from any and all claims, losses, penalties and/or costs resulting from such incorrect VGM or other information provided by Merchant. Merchant agrees that any inaccuracy or delay in provision of the VGM could result in a delay of shipment and further agrees that General Logistics shall not be liable for any delay resulting from Merchant’s late, inaccurate or missing VGM.”*

b. Freight Charges

*“In the event Merchant breaches its warranty as to the accuracy and completeness of the VGM of the Goods, resulting in a lower freight charge than should be due and owed to General Logistics based upon the actual, correct and complete weight of the Goods, it is agreed that a sum equal to the **double**** of the correct freight charges properly assessed based upon the actual, correct and complete weight of the Goods, less the freight previously calculated or charged, shall be payable as liquidated damages to General Logistics. Such liquidated damages shall only relate to freight charges; General Logistics reserves all rights to recover from Merchant other damages caused by Merchant’s breach of its warranty as to the accuracy and completeness of the VGM of the Goods.”*

** Merchant may be defined to include the shipper, consignee, receiver, holder of this document, owner of the Goods, person entitled to the possession of the Goods, and any person, corporation, company or other legal entity having any interest in the Goods, or anyone acting on behalf of any such person or entity.*

*** To be determined by General Logistics.*

III. Certification and Disclaimer (SLI)

Additionally, we provide below appropriate certification and disclaimer language relating to the SOLAS VGM requirement that may also be included to General Logistics’ SLI:

“By signing below, the Shipper hereby certifies that the weight information provided in this Shipper’s Letter of Instruction (SLI) is accurate and represents the VGM obtained on calibrated and certified equipment as defined in and in accordance with the International Convention for the Safety of Life at Sea Convention (SOLAS), Chapter VI, Part A, Regulation 2. General Logistics International, Inc. (General Logistics) shall be entitled

to rely on the VGM provided herein for all purposes, including compliance with the SOLAS VGM requirement. General Logistics shall be entitled to tender, counter-sign or endorse this certification, weight tickets or other weight data provided by Shipper to subcontractors, including any vessel operators. Shipper agrees that it shall be responsible even for any difference in the declared and actual VGM, and agrees to indemnify and hold General Logistics harmless from any and all claims, losses, penalties and/or costs resulting from such incorrect VGM or other information provided by Shipper. Shipper acknowledges that any inaccuracy or delay in provision of the VGM by Shipper could result in a delay of shipment and further agrees that General Logistics shall not be liable for any delay resulting from Shipper's late, inaccurate or missing VGM."

Company Name

Authorized Singnature

Dated
