



GTS Group  
23020 Eaglewood Court, Suite 400  
Sterling, VA 20166  
Tel: (703) 478-0775  
Fax: (703) 661-6993  
Email: [Ops@gtsgroup.com](mailto:Ops@gtsgroup.com)

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## GTS Terms and Conditions of Service

In the event the Company renders services to the customer these terms and conditions of service constitute a legally binding contract between the "Company" and the "Customer". In the event the Company renders services and issues and or posts a document containing Terms and Conditions governing such services, the Terms and Conditions set forth in such other document(s) shall govern those services. All shipments to or from the Customer, which term shall include the exporter, importer, sender, receiver, owner, consignor, consignee, transferor or transferee of the shipments will be handled by the forwarder and/or customs broker(hereinafter called the 'Company') on the following terms and conditions:

### 1. Definitions.

(a) "Company" shall mean GTS Group, its subsidiaries, related companies, agents and/or representatives;

(b) "Customer" shall mean the person for which the Company is rendering service, as well as its agents and/or representatives, including, but not limited to, shippers, importers, 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;

(c) "Documentation" shall mean all information received directly or indirectly from Customer, whether in paper or electronic form;

(d) "Shipment Details" shall mean actual number of pieces, dimensions of each piece (as measured by "length x width x height", and individual and total weight of all pieces comprised in the Shipment, as provided to Company by Customer in written form;

(e) "Service Order" shall mean written authorization and instructions to proceed with retrieval from origin and arrangement of shipment to designated destination. Said written instructions shall either be in electronic email form or hardcopy form;

(f) "Bill of Lading" shall mean any document issued by the Company or carrier that lists goods being shipped and specifies the terms of their transport in support of a Service Order;

**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, and, the assistance with and/or securing of export licenses and/or the filing of export and security documentation on behalf of the Customer and other dealings with Government Agencies, but only if requested of the Company in writing (which may include electronic mail) and that written request of the Company is confirmed back to the Customer in writing by the Company; as to all other services, the Company acts as an independent contractor.

**3. Services by Third Parties.** Unless the Company carries, stores or otherwise physically handles the shipment, and any loss, damage, expense or delay occurs during such activity, the Company assumes no

liability as a carrier and is not to be held responsible for any loss, damage, expense or delay to the goods to be forwarded or imported except as provided in Paragraph 11 , but undertakes only to exercise reasonable care in the selection of carriers, truck men, lighter men, forwarders, customs brokers, agents, warehousemen and others to whom it may entrust the goods for transportation, cartage, handling and/or delivery and/or storage or otherwise. When the Company carries stores or otherwise physically handles the shipment, it does so subject to the limitation of liability set forth in Paragraph 11 below unless a separate bill of lading, air waybill or other contract of carriage is issued by the Company, in which event the terms thereof shall govern.

**4. Liability Limitations of Third Parties.** Unless services are performed by persons or firms engaged pursuant to express written instructions from the Customer, the Company shall use reasonable care in its selection of third parties, or in selecting the means, routes and procedures 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 actions(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. The Company is authorized to select and engage carriers, truck men, lighter men, forwarders, customs brokers, agents, warehousemen and others as required, to transport, store, deal with and deliver goods, all of whom shall be considered as agents of the Customer, and the goods may be entrusted to such agencies subject to all conditions as to limitation of liability for loss, damage, expense or delay and to all rules, regulations, requirements and conditions, whether printed, written or stamped, appearing in bills of lading, receipts or tariffs issued by such carriers, truck men, lighter men, forwarders, customs brokers, agents, warehousemen and others. The Company shall under no circumstances be liable for any loss, damage, expense or delay to the goods for any reason whatsoever when said goods are in custody, possession or control of third parties selected by the Company to forward, enter and clear, transport or render other services with respect to such goods.

**5. Choosing Routes or Agents.** Unless express instructions in writing are received from the Customer, the Company has complete freedom in choosing the means, routes and procedures to be followed in the handling, transportation and delivery of the goods. Advice by the Company to the Customer that a particular person or firm that 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.

**6. Quotations Not Binding.** Except for quotations obtained through the Company's on-line quote and booking system when booking a Service Order on-line, quotations as to freight charges, carrier surcharges, clearance and delivery charges, handling and other fees, rates of duty, valuation or insurance premiums or other charges given by the Company to the Customer are for informational purposes only and are subject to change without notice and shall not under any circumstances be binding upon the Company unless the Company in writing specifically undertakes the handling or transportation of the shipment at a specific rate.

**7. Duty to Furnish Information.** (a) On an import shipment, at a reasonable time prior to entering of the goods to U.S. Customs, the Customer shall furnish to the Company invoices in proper form and other documents necessary or useful in the preparation of the U.S. Customs entry and, also, such further information as may be sufficient to establish, inter alia the durable value, the classification, the country of origin, the genuineness of the merchandise and any mark or symbol associated with it, the Customer's right to import and/or distribute the merchandise, and the merchandise's admissibility, pursuant to the U.S. law or regulation. If the Customer fails in a timely manner to furnish such information or documents, in whole or in a part, as may be required to complete U.S. Customs entry or comply with U.S. laws or regulations, or if the information or documents furnished are inaccurate or incomplete, the Company shall be obligated only to use its commercially reasonable judgment in connection with the shipment and in no instance shall be charged with knowledge by the Customer of the true circumstances to which such inaccurate, incomplete or omitted information or document pertains. Where a bond is required by U.S. Customs to be given for the production of any document or the performance of any act, the Customer shall be deemed bound by the terms of the bond notwithstanding the fact that the bond has been executed by the Company as principal, it being understood that the Company entered into such undertaking at the instance and on behalf of the Customer, and the Customer shall indemnify and hold the Company harmless for the consequences of any breach of terms of the bond. (b) For export shipments prior to shipment the Customer shall furnish shipping documents to the Company including but not limited to a Commercial Invoice and Packing List, at least one of which will contain the total number of pieces and the weight and dimensions of each piece, and the sum total, and all other documents required by the laws and regulations of the U.S. and the country of destination of the goods. (c) On an export or import the Company shall not in any way be responsible or liable for increased duty, penalty, fine or expense unless caused by the gross negligence or willful misconduct of the Company in which event its liability to the Customer shall be governed by the provisions of Paragraph 11 below. The Customer shall be bound by and warrant the accuracy of all invoices, documents and information furnished to the Company by the Customer or its agent for export, entry or other purposes and the Customer agrees to indemnify and hold harmless the Company against any increased duty, penalty, fine or expense including attorney's fees, resulting from any inaccuracy, incomplete statement, omission or any failure to make timely presentation, even if not due to any negligence of the Customer. (d) The Customer must declare in writing to the Company if the exportation or importation of the goods contained in the shipment, or any part thereof, is governed by U.S. Government import and export control regulations, including ITAR, or the import and export control regulations of any other country to which / from where the shipment may originate / terminate, and, through which country(s) the shipment may transit while enroute between origin and destination. The Company reserves the right to report apparent violations of U.S. import and export licensing violations and ITAR requirements to appropriate Government agencies, and the Customer agrees to hold the Company harmless in all such instances.

**8. Reliance On Information Furnished.**

(a) Customer acknowledges that it is required to review all documents and declarations prepared and/or filed with U.S. Customs & Border Protection, other Government Agency and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions on any declaration or other submission filed on Customers behalf; and,

(b) In preparing and submitting customs entries, export declarations, applications, security filings, documentation and/or other required data, the Company relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by Customer; Customer shall use reasonable care 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, incomplete or false statement by the Customer or its agent, representative or contractor 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.

**9. Declaring Higher Valuation.** Inasmuch as truckers, carriers, warehousemen and others to whom the goods are entrusted usually limit their liability for loss or damage unless a higher value is declared and a charge based on such higher value is agreed to by such truckers, etc., the Company must receive specific written instructions from the Customer to pay such higher charge based on valuation and the truckers, etc., must accept such higher declared value; otherwise the valuation placed by the Customer on the goods shall be considered solely for export or customs purposes and the goods will be delivered to the truckers, etc., subject to the limitation liability set forth herein Paragraph 11 below with respect to any claim against the Company and subject to the provisions of Paragraph 2 above.

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

The Company will make reasonable efforts to effect marine, fire theft and other insurance upon the goods only after specific written instructions have been received by the Company in sufficient time prior to shipment from point of origin, and the Customer at the same time states specifically the kind and amount of insurance to be placed and whether or not a deductible will apply. The Company does not undertake or warrant that such insurance can or will be placed. Unless the Customer has its own open marine policy and instructs the Company to effect insurance under such policy, insurance is to be effected with one or more insurance companies or underwriters. Should an insurer dispute its liability for any reason, the insured shall have recourse against the insurer only and the Company shall not be under any responsibility of liability in relation thereto, notwithstanding that the premium upon the policy may not be the same rates as that charged or paid to the Company by the Customers, or that the shipment was insured under a policy in the name of the Company. Insurance premiums and the charges of the Company for arranging that same shall come at the Customer's expense. If for any reason the goods are held in warehouse, or elsewhere, the same will not be covered by any insurance, unless the Company receives written instructions from the Customer. Unless specifically agreed in writing, the Company assumes no responsibility to effect insurance on any export or import shipment which it does not handle.

The Customer can request insurance for Cost, Freight, or Cost & Freight.

**11. Limitation of Liability for Loss, etc.** (a) The Customer agrees that the liability of the Company for any loss, claim, damage to person or property, expense or delay of any nature (collectively "Damages") shall be limited as set forth in this Section. The Company shall only be liable for Damages if such Damages result from the gross negligence or willful misconduct of the Company; such liability shall be limited to an amount equal to one hundred dollars (\$100.00) per entry or shipment. If Customer or any claimant has caused or contributed to any such Damages, any liability of the Company shall be reduced or extinguished in accordance with the law applicable to such contributory gross negligence.

(b) Where the Company issues its own bill of lading and receives freight charges as its compensation, Customer has the option of paying a special compensation and increasing the limit of the Company's liability up to the shipments actual value; however, such option must be exercised by written

agreement, entered into prior to any covered transaction(s), setting forth the limit of the Company's liability and the compensation received.

(c) In instances other than in (b) above, unless the Customer makes specific written arrangements with the Company to pay special compensation and declare a higher value and pays such special compensation and the Company agrees in writing, liability is limited to the amount set forth in (a) above;

(d) The Customer agrees that the Company shall, in no event, be liable for consequential, indirect, punitive, statutory or special damages, loss of profits or revenues or loss of business opportunity.

(e) Notwithstanding any provision of this Paragraph 11, where the Warsaw, CMR Conventions or any national laws implementing or adopting these conventions apply (for convenience referred to as Convention Rules) or where (and to the extent that) other mandatory national law applies, the liability of the Company shall be governed by and will be limited according to the applicable Convention Rules.

**12. Time Limit for Claims.** All claims against the Company must be filed in writing with the Company as soon as reasonably practicable and in any event within 14 days of delivery in the case of damage (including partial loss of a Service Order) and in the case of delay within 21 days of delivery. In addition, the Company shall have no liability in connection with any shipment unless legal proceedings are brought and written notice of them is given to the Company within six months after delivery of the goods concerned or, in the case of nondelivery, within six months from the estimated date of arrival. This term shall not affect any rights the shipper may have under applicable Convention Rules or other applicable mandatory national laws.

**13. Cancellation or Re-Route of an Initiated Service Order** In all such cases the goods will remain under the care, custody and control of the Company and are not subject to any release demand until only after all debts owed to the Company are received as fully collected funds by the Company. Any and all storage, handling and other charges incurred as a result of any delay will be at the sole expense of the Customer. Additionally, the Company reserves the right to sell / auction the goods (see "General Lien on Any Property and Warehouse Abandonment"). The Company shall not be liable for any damages arising from the Company's inability, failure or refusal to comply with a request to stop, return or re-route any Service Order after tender to the Company.

**14. No Verbal Instructions or Information.** The Company is under no obligation to accept verbal instructions from the Customer or its agents or assigns that affect any part of a service order. Further, the Customer agrees to hold the Company harmless from any action it may take as a result of receiving verbal communications from the Company, its agents, and any related third parties.

**15. No Written Communications or Instructions from Third Parties.** The Customer agrees to hold the Company harmless from any action it may take as a result of receiving written communications or instructions directly from the Company's agents, and any related third parties involved in any Service Order, rather than directly from the Company, regardless if the Company was made aware at any time of any such written communications or instructions.

**16. Advancing Money.** The Company shall not be obliged to incur any expense, guarantee payment or advance any money in connection with the importing, forwarding, transporting, insuring, storing or cooperating of the goods, unless the same is previously provided to the Company by the Customer on demand. The Company shall be under no obligation to advance freight charges, customs duties or taxes

on any shipment, nor shall any advance by the Company be construed as a waiver of the provision hereof.

**17. Indemnification for Freight, Duties.** In the event that a carrier, other person or any governmental agency makes a claim or institutes legal action against the Company for any freight duties, fines, penalties, liquidated damages or other charges due arising from a shipment of goods of the Customer, the Customer agrees to indemnify, defend and hold harmless the Company for any amount the Company may be required to pay such carrier, other person or governmental agency together with reasonable expenses including attorney fees, incurred by the Company in connection with defending such claim or legal action and obtaining reimbursement from the Customer. The confiscation or detention of the goods by any governmental authority shall not affect or diminish the liability of the Customer to the Company to pay all charges or other money due promptly on demand.

**18. Indemnification/Hold Harmless.** The Customer agrees to indemnify, defend, and hold the Company harmless from any claims, loss, damage, liability, fines, penalties and costs of any nature including without limitation attorneys' fees arising from the importation or exportation of Customers merchandise and/or any conduct of the Customer, including but not limited to the inaccuracy of entry, export or security data supplied by Customer or its agent or representative, which violates any Federal, State and/or other laws of any jurisdiction, and further agrees to indemnify and hold the Company harmless against any and all liability, loss, damages, costs, claims, penalties, fines and/or expenses, including but not limited to reasonable attorney's fees, which the Company may hereafter incur, suffer or be required to pay by reason of such claims; in the event that any claim, suit or proceeding is brought against the Company, it shall give notice in writing to the Customer by mail, electronic mail or recognized courier service at its address on file with the Company. Upon receipt of such notice, the Customer at its own expense shall defend against such action with counsel selected by the Company and take all steps as may be necessary or proper to prevent the obtaining of a judgment and/or order against the Company. The Company's failure to give such notice shall have no effect on customer's indemnification or other obligations contained here within.

**19. C.O.D. Shipments.** Goods received with the Customer's or other person's instruction to "Collect on Delivery" (C.O.D.) by drafts or otherwise, or to collect on any specified terms by time drafts or otherwise, are accepted by the Company only upon the express understanding that it will exercise reasonable care in the selection of a bank, correspondent, carrier or agent to whom it will send such item for collection, and the Company will not be responsible for any act, omission, default, suspension, insolvency or want of care, gross negligence, or fault of such bank, correspondent, carrier or agent, nor for any delay in remittance lost in exchange or loss during transmission, or while in the course of collection. The Company reserves the right to assess a fee of no less than 6.0% to perform any such service.

**20. Credit Terms** – contact the Company for Credit Terms and Conditions and information on how to establish a credit account.

**21. Costs of Collection.** In any dispute involving monies owed to Company, the Company shall be entitled to all costs of collection, including reasonable attorney's fees and interest at

12.0 % per annum or the highest rate allowed by law, whichever is less unless a lower amount is agreed upon by the Company.

**22. General Lien on Any Property.** (a) The Company shall have a general and continuing lien on any and all property of the Customer (and documents relating thereto) coming into the Company's actual or constructive possession or control for monies owed to the Company with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both;

(b) Unless, within ten days of written notice by the Company of its intent to execute on such lien, the 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;

(c) the Customer indemnifies and that the Company shall not be liable for special, incidental, or consequential damages, including purely economic losses, such as the costs of any alternative means of transport, loss of profits, loss of business opportunities or loss of revenue resulting from loss of use, arising from any such action taken.

**23. Compensation of the Company.** 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 to the Company upon recovery by the Company, the Customer shall pay the expense of collection and/or litigation, including reasonable and customary attorney fees as per the market in which the actions would occur.

**24. Liability for Charges Due to the Company.** The Customer agrees in every case that it is solely and ultimately liable to the Company for all charges incurred on each Service Order initiated.

**25. No Duty to Maintain Records for the Customer.** The 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 required by Statute(s) and/or Regulation(s), but not act as a "record keeper" or "recordkeeping agent" for Customer.

**26. Preparation and Issuance of Bills of Lading.** Where the Company prepares and/or issues a bill of lading, the 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 the Customer or its agent and the Customer agrees to pay for same, the Company shall rely upon and use the cargo pieces, cargo dimensions and weight per piece, as well as the total weight of the shipment as supplied by the Customer.

**27. Modification of Shipment Routing Handling and Total Charges.** The Customer accepts the Company's right to unilaterally modify previously anticipated cargo routings and charges incurred for

Service Order resulting from the Customer having provided the Company with incorrect cargo pieces and/or cargo dimensions and/or cargo weight (shipment details). The Customer further agrees to accept all changes to routing, which may result in a different transit time and total cost for the Service Order than expected based on shipment details the Customer provided the Company at time of booking, book and undertake shipping on the Customer's behalf, and, to hold the Company completely harmless from any related changes in the transit time and cost of the service performed in all such cases.

**28. No Modification or Amendment Unless Written.** These terms and conditions of service may only be modified, altered or amended if made in writing and accepted by the Company (express written consent); any attempt to modify, alter or amend in any other way shall be null and void.

**29. No Responsibility for Governmental Requirements.** It is the responsibility of the Customer to know and comply with the marking requirements of the U.S. Customs Service, the regulation of the U.S. Food and Drug Administration, and all other requirements, including regulations of federal, state and/or local agencies pertaining to the merchandise. The Company shall not be responsible for action taken or fines or penalties assessed by any governmental agency against the shipment because of the failure of the Customer to comply with the law or the requirements or regulations of any governmental agency or with a notification issued to the Customer by any such agency.

**31. Loss, Damage, Spoilage or Expense Due to Delay in Transit.** Unless the services to be performed by the Company on behalf of the Customer are delayed by reason of the gross negligence or willful misconduct of the Company, the Company shall not be responsible for any loss, damage, spoilage or expense incurred by the Customer caused by Delay in Transit. Further, the Customer agrees to pay to the Company the total amount charged by the Company for any Service Order that may experience loss, damage, spoilage or expense due to Delay in Transit. In the event the Company is at fault, as aforesaid, its liability is limited in accordance with the provisions of Paragraph 11 above.

**32. Data Protection.** The shipper agrees that the Company and other companies in the Company of companies worldwide, including companies in countries which may not have the same level of data protection as the country where the shipment is presented to the Company for carriage, may use any data provided by the shipper to the Company for management analysis and monitoring, the purchase and supply of customer materials, administration of customer accounts and the advertising of services and products provided by the Company companies. The shipper may have certain rights under the law to have access to, rectify, and object to the use for direct marketing of, data held by the Company regarding itself.

**33. Severability.** In the event any Paragraph(s) and/or portion(s) hereof are found to be invalid and/or unenforceable, the remainder hereof shall remain in full force and effect. The Company's decision to waive any provision herein, either by conduct or otherwise, shall not be deemed to be a further or continuing waiver of such provision or to otherwise waive or invalidate any other provision herein.

**34. Governing Law; Consent to Jurisdiction and Venue.** The foregoing terms and conditions shall be construed according to the laws of the State of Virginia without giving consideration to principles of conflict law. The Customer and the Company irrevocably consent to the jurisdiction of the United States District Court for Eastern District of Virginia and the State courts of Virginia located in Fairfax County Virginia, which courts should be exclusive forums for any litigation arising in connection with any service



order here under by the Company for the Customer. Customer and Company agree that any action relating to the services performed by Company shall only be brought in said courts.

**35. The Customer and the Company.**

- (a) Consent to the exercise of *in personam* jurisdiction by said courts over it,
- (b) Agree that all costs, expenses and fees incurred by the prevailing party to bring any legal action will be fully paid by the other party, and
- (c) Further agree that any action to enforce a judgment may be instituted in any global jurisdiction without contest
- (d) Waive any defense based on forum non conveniens
- (e) Agree that if a party is not located in Fairfax County, Virginia then service of process may be made by recognized overnight delivery service such as FedEx, UPS, etc.