



TERMS AND CONDITIONS OF SERVICE

PART 1 – AMR GROUP TERMS & CONDITIONS OF SERVICE

According to the terms of this agreement and in consideration of service fees charged, the undersigned "Customer" retains AMR GROUP, Inc. ("AMR") as its agent to arrange transportation services and to provide logistics advice. These services include but are not limited to preparing and/or processing export declarations, booking, arranging for or confirming cargo space, preparing or processing delivery orders or dock receipts, preparing and/or processing bills of lading, arranging for crating, packing and unpacking, warehouse storage, and cargo insurance, handling freight or other monies advanced by shippers, or remitting or advancing freight or other monies or credit in connection with the dispatching of shipments, giving advice concerning letters of credit, licenses or inspections, or other documents or issues relating to the dispatch of cargo. Customer understands that the terms and conditions under which AMR's services are provided are subject to change. Customer is advised to take note of the most current terms and conditions which are posted on AMR's web site.

Customer understands that AMR is not a carrier, but that AMR will use its best efforts to select and engage responsible carriers, warehouseman and other transportation intermediaries on behalf of the Customer. Customer understands that the terms and conditions of the storage receipts of warehouseman and contracts of carriage of the water, road, or air carriers which AMR retains will apply to Customer as if Customer had entered into those contracts itself. Under some circumstances, AMR may provide warehouse service or ocean carriage in its capacity as a Non-Vessel Operating Common Carrier. In either instance, the terms of AMR's warehouse receipt or bill of lading will apply as if they had been issued to the Customer. Customer is directed to the copies of these documents posted on AMR's web site.

1A) LIMITATION OF LIABILITY FOR LOSS, DAMAGE OR DELAY

AMR will not be liable for any loss, delay or damage to goods caused by a carrier. AMR will assert a claim for loss, damage, or delay against the carrier on behalf of Customer, but the recovery on such claims will, in nearly every case, be limited by the terms of the underlying contracts of carriage. For truck transportation and domestic air transportation, liability for damage is typically limited to \$0.50 per pound or \$40 per article, whichever is less. In international air transportation damage is limited to \$9.07 per pound. For carriage by water damage is limited to \$500 per package or customary freight unit.

AMR will not be liable for any loss, delay or damage to goods caused by acts of God, public authorities, strikes, labor disputes, weather, mechanical failures, civil commotion, acts of terrorism, hazards incident to a state of war, acts or omissions of customs, or defects in the goods being shipped. AMR will not be liable for any special, incidental or consequential damages including lost income, profits, interest, or loss of market, whether or not AMR had knowledge that such damages might be incurred.

UNLESS OTHERWISE SPECIFIED, IT SHALL BE PRESUMED THAT THE VALUE OF CUSTOMER'S GOODS DOES NOT EXCEED \$0.50 PER POUND OR \$40 PER ARTICLE, WHICHEVER IS LESS, AND CUSTOMER AGREES THAT AMR'S LIABILITY FOR ANY LOSS, DAMAGE, OR DELAY TO THE GOODS RESULTING FROM AMR'S NEGLIGENCE OR OTHER FAULT, IF ANY, WILL BE LIMITED BY THIS PRESUMPTION. CUSTOMER HAS THE OPTION OF PAYING SPECIAL COMPENSATION TO INCREASE THE LIABILITY OF AMR BEYOND

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THESE LIMITS BY SPECIFYING THE ACTUAL CASH VALUE OF THE GOODS IN THE SPACE PROVIDED IN PARAGRAPH 1(I) BELOW. CUSTOMER IS ENCOURAGED TO PURCHASE FREIGHT INSURANCE OR TO INSTRUCT AMR TO PURCHASE FREIGHT INSURANCE ON ITS BEHALF IF THE AFORESAID LIMITATIONS POSE UNACCEPTABLE RISKS TO THE CUSTOMER. AMR GROUP, INC. WILL ONLY HONOR INSURANCE CLAIMS WHEN A PREMIUM IS CHARGED ON AN INVOICE AND COLLECTED BY AMR GROUP, INC. FOR THE SHIPMENT IN WHICH THE CLAIM OCCURRED.

1B) PROMPT NOTICE OF LOSS, DELAY OR DAMAGE REQUIRED

Customer agrees to inspect its shipment upon delivery and to give prompt notice of any damage or loss. Customer agrees that AMR will not be held responsible for any loss or damage if notice of such loss or damage was not provided in writing to AMR within 30 days of delivery to the Customer.

1C) PAYMENT OF INVOICES REQUIRED BEFORE CONSIDERATION OF CLAIMS

Customer agrees that AMR has no obligation to consider claims for loss, delay or damage, or to prosecute such claims against carriers or warehousemen on behalf of Customer if Customer has not paid AMR invoices.

1D) AMR GIVEN A LIEN ON INSURANCE PROCEEDS

Customer agrees that AMR shall have a lien in the amount of any unpaid invoices on any insurance proceeds issuing as a result loss, delay or damage to Customer's cargo.

1E) TERM OF AGREEMENT AND TERMINATION

This Agreement shall be effective upon execution and shall remain in effect until canceled by either party upon thirty days written notice to the other party, or upon breach of the agreement by Customer for failure to pay AMR's fees.

1F) APPLICABLE LAW & FORUM SELECTION

To the extent not governed by applicable federal statutes, the laws of the state of Nevada shall govern the validity, construction and performance of this Agreement and all controversies and claims arising hereunder. Customer agrees that the forum for any litigation arising out of the performance of this Agreement, whether initiated by the Customer or AMR, shall be Clark County, Nevada.

1G) CLAIMS EXPIRE AFTER ONE-YEAR

Any suit brought against AMR must be commenced within one year of the date of this agreement or after completion of the services performed, whichever is later. In the event of non-delivery, the scheduled delivery date shall be deemed as the day on which services were completed for purposes of computing the one-year time limit.

1H) THIS FORM IS THE ENTIRE AGREEMENT AND SUPERCEDES CONTRARY ORDERS

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These terms comprise the entire agreement between Customer and AMR. If the terms of this Agreement differ in any material way from the terms of Customer's order, this Agreement shall be construed as a counter-offer and shall not be effective as an acceptance of Customer's order unless Customer assents to the terms herein.

1I) DECLARATION OF VALUE

Customer agrees to pay additional compensation in order to increase AMR's liability for loss damage or delay to the actual cash value of the goods.

PART 2 - PAYMENT TERMS AND CREDIT AGREEMENT

2A) PAYMENT GUARANTEED BY CUSTOMER

Customer guarantees payment for all services rendered and carriage arranged by AMR on Customer's behalf, no matter what person ordered the services or benefited there from.

2B) CUSTOMER BEARS RISK OF FOREIGN EXCHANGE FLUCTUATIONS

Estimates of service charges may have been given by AMR using current exchange rates. Actual charges may differ in accordance with variations in the currency exchange rate at the time service is provided.

2C) SERVICE FEES ACCRUE ON LATE PAYMENTS

Customer agrees to pay AMR's invoices within 15 days from the date of issuance. For any payments not received within fifteen days, Customer agrees that AMR will be entitled to a late fee of 2% of the outstanding amount for each month or fraction thereof from the invoice date.

2D) AMR ENTITLED TO ATTORNEY FEES INCURRED IN COLLECTION

Customer agrees to pay AMR's attorney fees, costs and other expenses incurred in the event this account requires that an attorney be engaged for purposes of collection. If any invoiced amount is not received by us by the due date, then without limiting our rights or remedies, (a) those charges may accrue late interest at the rate of 2% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) we may condition further subscription renewals and orders on payment terms shorter than those specified. If any amount owing by you under this or any other agreement for our services is 60 or more days overdue, we may without limiting our other rights and remedies, accelerate your unpaid fee obligations under such agreements so that all such obligation become immediately due and payable, and suspend our services to you until such amounts are paid in full. Other than for customers paying by credit card or direct debit, whose payment has been declined, we will give you at least 10 days' prior notice that your account is overdue before suspending services and establishing a minimum \$100.00 collection fee to you. We may at any time impose additional fees or charges based on collection/attorney fees incurred by us.

2E) AMR GIVEN A LIEN ON GOODS FOR UNPAID CHARGES

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The Customer and the consignee or holder of or assignee on any bill of lading shall be jointly and severally liable for all unpaid charges for services provided under this agreement. When AMR is instructed to collect charges from any person or entity other than the Customer, the Customer shall remain liable for the charges and interest if AMR is not paid. AMR SHALL HAVE A LIEN ON ANY GOODS SHIPPED UNDER THIS AGREEMENT FOR FAILURE TO PAY CHARGES OWED BY THE CUSTOMER OR CONSIGNEE OR HOLDER OF OR ASSIGNEE ON ANY BILL OF LADING. CUSTOMER AGREES THAT AMR'S LIEN CONTINUES IN EFFECT AFTER THE GOODS ARE DELIVERED AND UNTIL ALL CHARGES ARE PAID. Customer agrees to sign any notice of a security interest whether in the form of a UCC-1 or other form we request. Customer appoints AMR as its attorney-in-fact to sign any such notice on Customer's behalf in the event Customer fails to sign it immediately upon AMR request.

2F) PERMISSION TO RECEIVE CREDIT INFORMATION

Customer authorizes AMR to obtain Credit Reports on Customer or any individuals listed below or to obtain credit and funding information from Customer's bank, or other persons or entities listed as references below. It is understood that any such credit information will be held in strict confidence and used only in consideration of this application for credit. Customer further agrees to supply such additional information as may be required by AMR to warrant future extensions of credit or to enable AMR to perfect liens or to recover upon any bond issued.

PART 3 - SPECIAL POWER OF ATTORNEY GRANTED TO AMR GROUP

CUSTOMER APPOINTS AMR AS ITS ATTORNEY IN FACT TO ACT IN CUSTOMER'S PLACE FOR THE PURPOSE OF TRANSACTING CUSTOMS BUSINESS, TO ISSUE AND SIGN ATA CARNETS AND SHIPPER'S EXPORT DECLARATION ON BEHALF OF CUSTOMER AND FOR FILING UCC-1 FORMS TO PERFECT LIENS GRANTED HEREIN. CUSTOMER FURTHER GRANTS TO AMR FULL AUTHORITY TO ACT IN ANY MANNER BOTH PROPER AND NECESSARY TO THE EXERCISE OF THE FOREGOING POWERS AND RATIFY EVERY ACT THAT AMR MAY LAWFULLY PERFORM IN EXERCISING THOSE POWERS. THIS POWER OF ATTORNEY IS GRANTED FOR THE TERM OF THIS AGREEMENT.

Print name

Title

Signature

Date

Please email to info@amrworldwide.com or fax to (702) 818-3640.

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