

SHIPCARSNOW
SUPPLEMENTAL TERMS AND CONDITIONS TO SHIPPER AGREEMENT
FOR INTERNATIONAL OCEAN SHIPMENTS

This Supplemental Shipper Agreement for International Ocean Shipments (“Agreement”) is made this _____ day of _____, 20_____, by and between _____, a _____ (“SHIPPER”), and ShipCarsNow, Inc. (SCN), a Federally Registered Property Broker with MC#558293 and a wholly owned subsidiary of Union Pacific Railroad Company, a Delaware corporation. SCN and SHIPPER are each referred to individually as a “PARTY” and collectively as the “PARTIES.”

This Supplement modifies, amends and supplements, as applicable, the contract between SCN and SHIPPER for transportation and logistic services (which may include a shipper agreement, customer rate quotation(s) and/or SCN’s Terms and Conditions for Shipper Agreement) (collectively, the “Shipper Agreement”). The Shipper Agreement as modified, amended and supplemented by this Supplement is referred to herein as the Agreement. Capitalized terms used in this Supplement, but not otherwise defined, shall have the meaning specified in the Shipper Agreement. This Supplement covers international shipments. In the event of any inconsistency between the Shipper Agreement and this Supplement, the terms of this Supplement shall apply.

1. **DEFINITIONS:** For the purposes of this Supplement the following terms have the following meanings:
 - (a) “Consignee” shall mean the official party designated by SHIPPER to receive the FREIGHT at Destination Port or Port of Discharge.
 - (b) “Destination Port or Port of Discharge” shall mean, unless otherwise stated in writing by SCN, the final destination for SCN delivery to SHIPPER or SHIPPER’s designated consignee.
 - (c) “Non-Vessel Operating Common Carrier or NVOCC” shall mean an ocean carrier that does not own or operate its own vessels, but is legally authorized and licensed to book freight cargo on ocean vessels for international transportation and with power of attorney from SHIPPER to prepare and present export documentation to customs authorities on behalf of the SHIPPER. SCN utilizes one or more licensed NVOCCs to provide Port-to-Port Shipment of FREIGHT as part of its overall international service.
 - (d) “Ocean Carrier” shall mean a carrier equipped with ocean going vessels that is authorized and contracted through SCN or its NVOCC agent to provide international ocean transportation of FREIGHT including SHIPPER’s vehicle(s).
 - (e) “Port-to-Port Shipment” shall mean the portion of SCN’s services under this agreement that encompasses ocean transportation and related activity from one port to another port and includes the time from receipt of FREIGHT at the origin port of loading and ocean transportation until delivery to Consignee or SHIPPER at the Destination or Port of Discharge and may include transportation on land as necessary by the NVOCC or Ocean Carrier in order for delivery to the Destination Port or Port of Discharge.
 - (f) “SCN” shall mean SCN as defined in the preamble to this Supplement, being the party acting as agent for the SHIPPER to arrange international FREIGHT transportation.
 - (g) “SHIPPER” shall mean SHIPPER as defined in the preamble to this Supplement, being the party requesting international FREIGHT transportation by SCN.

2. **PAYMENT TERMS FOR FREIGHT AND ASSESSORIAL CHARGES.** Unless otherwise communicated in writing by SCN to SHIPPER, freight charges for all international shipments must be paid at time of order placement. If SHIPPER qualifies for business credit with SCN, payment of freight charges must be made within fifteen (15) days of order placement with SCN. SCN reserves the right to delay shipment if payment is not received within the specified timeframe.
 - (a) Assessorial Charges in the U.S. - FREIGHT shipments may incur additional assessorial charges in the U.S. during transportation due to mechanical or other condition of the FREIGHT (i.e., vehicle) as tendered by SHIPPER. These include, but are not limited to charges for jumping dead batteries, repairing or inflating flat tires, towing due to inability to start, fueling due to lack of fuel, or defueling due to fuel exceeding ¼ tank, port storage due to late or missing documents from SHIPPER or other SHIPPER caused delays. Assessorial charges incurred in the U.S. are due immediately to SCN upon SCN invoicing SHIPPER. Failure to remit payment in a timely manner may result in SHIPPER’s FREIGHT not being loaded on an ocean vessel as planned.
 - (b) Assessorial Charges at Foreign Destination Port or Port of Discharge - FREIGHT shipments may incur assessorial charges at the Destination Port or Port of Discharge. Assessorial charges assessed by the Ocean Carrier, Destination Port or Port of Discharge are the sole responsibility of SHIPPER or Consignee and must be paid directly to the Ocean Carrier, Destination Port or Port of Discharge prior to FREIGHT pickup. Assessorial

SHIPCARSNOW
SUPPLEMENTAL TERMS AND CONDITIONS TO SHIPPER AGREEMENT
FOR INTERNATIONAL OCEAN SHIPMENTS

charges at the Destination Port or Port of Discharge may include storage if FREIGHT is not claimed and picked up in a timely manner within free time allowed locally by the Destination Port or Port of Discharge. Other assessorial charges may apply for jumping dead batteries, repairing or inflating flat tires, towing due to inability to start, fueling due to lack of fuel, etc.

- (c) **Transportation Quote** – Prices quoted by SCN cover transportation as specified in quote from point of origin to final Port of Discharge. SCN quoted rates and service do not include foreign inland transportation beyond vessel arrival at Destination Port or Port of Discharge for countries or territories outside of the United States, Canada and Mexico.

3. **FREIGHT TENDERED TO SCN.** SHIPPER represents and warrants that:

- (a) FREIGHT (i.e., vehicle(s)) tendered to SCN, CARRIER or Ocean Carrier shall be free of all personal effects and contraband and safe for transportation. Transportation under this agreement is provided only for the vehicle itself and loose items inside the vehicle that are directly related to the vehicle and its operation including keys, key fobs, DVD remote controls, floor mats, tire jack, removal antennae, etc.
- (b) The international transportation of the FREIGHT tendered to SCN, CARRIER or Ocean Carrier will not violate any law, or treaty or result in any fine or other expense from a governmental authority.
- (c) FREIGHT (i.e., vehicle(s)) tendered to SCN, CARRIER or Ocean Carrier are in good, drivable operating condition unless otherwise specified by SHIPPER to SCN and SCN confirms in its written quote or other written communication to SHIPPER that SCN will accept inoperable vehicle(s) for shipment. All vehicle(s) tendered by SHIPPER have no more than ¼ tank of fuel and have been inspected and properly prepared by SHIPPER for international transportation. If SHIPPER's vehicle(s) cannot be driven for reasonable purposes to facilitate loading, unloading or staging, SHIPPER may be subject to assessorial charges as described in Section 2 above.
- (d) Vehicle(s) tendered to SCN, CARRIER or Ocean Carrier have not been modified in a way that changes the manufacturer specifications for vehicle ground clearance, length, width, height or weight unless SHIPPER has provided written communication to SCN of such modification and SCN confirms in its written quote or other written communication that SCN will accept modified vehicle(s) for shipment.
- (e) FREIGHT tendered to SCN, CARRIER or Ocean Carrier are either owned by SHIPPER or within SHIPPER's legal authority and control. FREIGHT is not included on any list of vehicles reported stolen to police authorities. SHIPPER understands and acknowledges that it is standard procedure for US Customs to check the police report status of any used or personal vehicles upon presentation for export. If SHIPPER knowingly or unknowingly tenders FREIGHT that is reported stolen, SHIPPER understands that SCN, CARRIER or Ocean Carrier may find it necessary to surrender the FREIGHT to US Customs or police authorities. In addition, SHIPPER shall be directly liable to the authorities for any fines, penalties, or additional cost that may accrue related to legal retrieval of the FREIGHT from police authorities. SHIPPER shall also be liable to SCN, CARRIER or Ocean Carrier for any costs incurred by SCN, CARRIER or Ocean Carrier due to such surrender or retrieval and all other cost of delays, customs fines and penalties due to SHIPPER's FREIGHT having been reported stolen in the U.S.

4. **OCEAN TRANSPORTATION.** SHIPPER authorizes SCN to act on its behalf to tender vehicle shipments to Ocean Carriers and/or Non-Vessel Operating Common Carriers (NVOCCs) for purpose of Port-to-Port shipment. SHIPPER acknowledges and agrees that:

- (a) SCN does not guarantee delivery of the FREIGHT by a specific date or time. SCN will act in good faith to deliver on a timely basis. However, shipments may be delayed by factors beyond SCN's control including but not limited to weather, Acts of God, labor disruptions, etc.
- (b) With respect to the Port-to-Port Shipment portion of any international shipment, both SHIPPER and any FREIGHT tendered by SCN on SHIPPER's behalf will be subject to terms and conditions of the Ocean Carrier's bill of lading and provisions as outlined in the U.S. Carriage of Goods at Sea Act (COGSA Title 46 of US Code 1300-1315).
- (b) For the Port-to-Port Shipment portion of any international shipment, total liability under this Agreement (of Ocean Carrier or otherwise) for cargo loss and damage under the U.S. COGSA Title 46 of US Code 1300-1315 is limited to a maximum of only \$500 per vehicle shipment, subject to certain limitations and exclusions. SHIPPER is advised to consider securing cargo insurance for ocean transportation, especially for vehicle(s) with value in excess of \$500.
- (c) SCN's liability for cargo loss and damage for the Port-to-Port Shipment portion of any international vehicle shipment is limited to a maximum of only \$500 per vehicle shipment, subject to the same limitations and exclusions that apply to ocean carriers under US COGSA, Title 46 of US Code 1300-1315. SHIPPER is advised

SHIPCARSNOW
SUPPLEMENTAL TERMS AND CONDITIONS TO SHIPPER AGREEMENT
FOR INTERNATIONAL OCEAN SHIPMENTS

to consider securing cargo insurance for ocean transportation, especially for vehicle(s) with value in excess of \$500.

5. **CARGO INSURANCE FOR OCEAN TRANSPORTATION.** SHIPPER acknowledges that should it desire additional cargo insurance for the Port-to-Port Shipment portion of an international shipment, it shall be the SHIPPER's responsibility, and not SCN's, to order or acquire additional cargo insurance as the SHIPPER deems necessary for its FREIGHT (including, vehicle(s)) shipments. SCN may offer SHIPPER through its website, www.shipcarsnow.com, to acquire additional ocean cargo insurance coverage at time of shipment. SCN, however, is not a licensed insurance company or insurance broker and SCN is in no way responsible for coverage provided by the insurer. All rates and charges from SCN do not include acquisition of ocean cargo insurance for Port-to-Port Shipments or insurance for any other transportation segment unless specified in writing in SCN's quote to SHIPPER.
6. **ROUTING.** The FREIGHT tendered to SCN for international shipment by SHIPPER may be carried on several different modes of transportation, by water, rail, and road. Within each mode, the FREIGHT may also be carried on several vessels, trains, trucks, or other means of transportation. SCN reserves the option to determine the route, means of transport and origin loading port and may change any of these for operating convenience, efficiency or to protect service without notice to SHIPPER.
7. **LIEN.** SCN and its contracted NVOCC or Ocean Carrier shall have a lien on the SHIPPER's FREIGHT and any document relating to SHIPPER's FREIGHT for any amount due to SCN and/or its contracted NVOCC or Ocean Carrier, plus interest and the cost of collecting that amount with interest on those costs. The costs of collecting the amount due will include, but will not be limited to, attorney and other legal fees.
8. **FOREIGN TAXES AND IMPORT DUTIES.** SHIPPER bares full responsibility for and shall pay any and all foreign taxes or import duties owed or assessed on FREIGHT shipped under this Agreement. SCN quoted rates do not include such costs or charges.
9. **SHIPPER OMISSIONS, ERRORS AND NEGLIGENCE.** SCN shall not be liable for any customs fines, penalties, or delays due to SHIPPER's omission or errant reporting of information to SCN as required to export FREIGHT or otherwise transport FREIGHT on SHIPPER's behalf. SHIPPER is responsible for customs fines and penalties and cost of delays due to incorrect and incomplete information or documents received from SHIPPER, including, but not limited to, missing titles to vehicle(s) and power of attorney form(s) necessary to prepare export declarations. SHIPPER agrees to provide SCN, well in advance of the time SCN's services are to be provided, all information necessary for SCN to perform such services.
10. **LIMITATION ON LIABILITY.** In no event shall SCN be responsible for indirect, incidental, loss of profits or consequential losses (including loss in vehicle resale value), including, without limitation, due to delays in international transportation of vehicle(s).
11. **INSPECTION OF FREIGHT UPON RECEIPT AT PORT OF DISCHARGE.** SHIPPER or Consignee of a SCN FREIGHT shipment(s) is responsible for thoroughly inspecting the FREIGHT upon its receipt at Port of Discharge and noting any loss or damage on Ocean Carrier's Bill of Lading or Delivery Receipt prior to signing the Ocean Carrier Bill of Lading or Delivery Receipt and accepting delivery. Damage noted must be verified by Ocean Carrier's representative at time of delivery and initialed by Ocean Carrier's representative on the Ocean Carrier Bill of Lading or Delivery Receipt. Loss or Damage noted on the Ocean Carrier Bill of Lading or Delivery Receipt at time of delivery and duly noted by Ocean Carrier's representative will serve as written notice of Loss and Damage to Ocean Carrier. Failure by SHIPPER or Consignee to note any applicable damage in accordance with this Section on the Ocean Carrier Bill of Lading or Delivery Receipt or otherwise shall constitute a waiver by SHIPPER regarding such damage.
13. **FAILURE TO NOTIFY CARRIER OF LOSS & DAMAGE UPON RECEIPT.** The absence of written notice of loss or damage from the SHIPPER or Consignee at the time of delivery of FREIGHT from Ocean Carrier at Port of Discharge or within three (3) calendar days of delivery of FREIGHT with loss or damage that is not visible or would not otherwise be reasonably observed at the time of discharge, shall constitute prima facie evidence that SCN and its contracted NVOCC and Ocean Carrier delivered the FREIGHT in the same condition in which FREIGHT was delivered to SCN at



SHIPCARSNOW
SUPPLEMENTAL TERMS AND CONDITIONS TO SHIPPER AGREEMENT
FOR INTERNATIONAL OCEAN SHIPMENTS

the place of receipt. Notice of loss or damage shall be addressed first to the Ocean Carrier or his representative at the Port of Discharge with copy to SCN at such address as provided for in the Agreement. Failure by SHIPPER or Consignee to note any such damage in accordance with this Section shall constitute a waiver by SHIPPER regarding such damage.

- 14. **INDEMNITY AND BOND.** For clarity purposes, the indemnifications obligations under the Shipper Agreement apply to the international transport of the FREIGHT under this Supplement. In addition, If SCN at any time provides any bond or guaranty or other form of security in any country in connections with the international transport of the FREIGHT, SHIPPER shall indemnify SCN for any cost, losses or expenses related to such bond or guaranty or other form of security, unless such cost, losses or expenses arise solely and directly by reason of SCN’s willful misconduct or gross negligence.
- 15. **HIMALAYA.** SHIPPER acknowledges and agrees that every affiliate, employee, agent, subagent and subcontractor of SCN and any SCN contracted NVOCC or Ocean Carrier shall have the benefits of all exceptions, limitations, provisions, conditions, and liberties provided under the Agreement benefiting SCN as if such provisions were expressly made for their benefit and in entering this Supplement and the Agreement SCN, to the extent of these provisions, does so not only on its own behalf, but also as to agent and trustee of all such affiliates, employees, agents, subagents and subcontractors.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed in their respective names by their fully-authorized representatives as of the dates first above written.

CUSTOMER/SHIPPER

COMPANY NAME: _____

ADDRESS: _____

CITY, ST, ZIP: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

PHONE: _____

DATE: _____

FACSIMILE: _____

E-MAIL: _____

SHIPCARSNOW

SHIPCARSNOW
1400 Douglas St, Stop 0430
Omaha, NE 68179

SIGNATURE: _____

NAME: _____

TITLE: _____

PHONE: _____

DATE: _____

FACSIMILE: _____

E-MAIL: _____

Each person signing this Agreement represents and warrants that he or she is a fully authorized representative of the PARTY for whom he or she is signing this Agreement and is authorized to execute this Agreement on behalf of such PARTY.