1. DEFINITIONS

"Broker" means Blue Sky Sea, Inc. dba American Export Lines, International Shipping Company USA.
"Customer" includes the consignor, shipper, consignee, owner of the Goods, and any person lawfully acting on behalf of any of the above persons.
"Goods" means articles of every kind and description, including their packaging, containers, or other shipping units or materials, as to which Customer desires delivery or transportation by the Broker.
"Brokerage Terms and Conditions of Contract" or "Brokerage Terms and Conditions" means the terms and conditions under which the Broker will issue a bill of lading to the Customer or provide for the carriage of the Goods, which shall be the sole agreement between the Broker and Customer, unless otherwise revised by written notice from Customer.

2. AGREEMENT TO BrokerAGE TERMS AND CONDITIONS OF CONTRACT

By Customer's request to Broker to arrange the Carriage of the Goods, Customer agrees to these Brokerage Terms and Conditions of Contract, which are an agreement to provide for the carriage of the Goods, and to pay Broker for any sums, including the cost of brokerage, incurred by Broker in connection with the carriage of the Goods, including the cost of any services that Broker has performed or will perform in connection with the carriage of the Goods.

3. NOTIFICATION OF LIENS

(a) If Customer delivers to Broker any lien(s) in respect of any sums, including the cost of brokerage, incurred by Broker in connection with the carriage of the Goods, Customer must first pay all freight charges in full. Customer's failure to provide written notice to Broker within the above 90-day period shall constitut Broker's duty to forward the Goods to the party to whom it is charged.

4. EFFECTIVE DATE OF NOTICE OF CLAIM

(a) Each notice of claim must be in writing and shall be received by the Broker within a reasonable time after the Customer's failure to receive the Goods or the delivery of the Goods in apparent good order and condition, and be accompanied by such proof as the Broker may require to verify such claim.

5. NOTICE OF CLAIM TO CARRIAGE CARRIERS

(a) Broker shall arrange Carriage of the Goods of a perishable nature in ordinary trailers without special provisions, services, or other measures unless Customer provides written instructions for the carriage in a refrigerated, heated, electrically ventilated, or otherwise specially-equipped trailer or shipping container, or that the Goods are to be carried in a refrigerated trailer or shipping container.

6. SPECIAL PROTECTIVE SERVICES

(a) Broker's failure to arrange any agreed to special protective services or requirements, including team drivers, shall not negate Broker's liability in any way.

7. CUSTOMER'S SPECIAL REQUESTS

(a) The term "apparent good order and condition" when used in this section shall be interpreted in accordance with the provisions of Title 49, Code of Federal Regulations, Part 107, "Rules of the Carmack Amendment.
(b) The unsuitability of the Goods for Carriage in the particular type of conveyance chosen by the Broker, or any custom of the place of discharge, or any circumstances to which the Broker had no notice, shall not be responsible for the consignor's or shipper's claim of unsuitability or defective condition could have been apparent upon inspection at any time prior to the time when the trailer or shipping container was shipped, flushed, packed, or loaded.

8. CANCELLATION OF CONTRACT

(a) If any clause, paragraph, or condition of the Brokerage Terms and Conditions of Contract shall be declared illegal, void, or otherwise unenforceable, by any court of competent jurisdiction, then the remainder of the Brokerage Terms and Conditions of Contract shall be unaffected thereby, and remain in full force and effect.

9. VIOLATION OF THE CONTRACT

(a) The Broker has the power to make the laws that the Broker will be in effect or be unenforceable by any court of competent jurisdiction, then the remainder of the Brokerage Terms and Conditions of Contract shall be unaffected thereby, and remain in full force and effect.

10. INSURANCE AND FREIGHT CHARGES

(a) Broker shall arrange Carriage of the Goods of a perishable nature in ordinary trailers without special provisions, services, or other measures unless Customer provides written instructions for the carriage in a refrigerated, heated, electrically ventilated, or otherwise specially-equipped trailer or shipping container, or that the Goods are to be carried in a refrigerated trailer or shipping container.

11. CANCELLATION OF CONTRACT

(a) If any clause, paragraph, or condition of the Brokerage Terms and Conditions of Contract shall be declared illegal, void, or otherwise unenforceable, by any court of competent jurisdiction, then the remainder of the Brokerage Terms and Conditions of Contract shall be unaffected thereby, and remain in full force and effect.