



## CREDIT TERMS AND CONDITIONS

The terms and conditions under which AMERICA GLOBAL LOGISTICS LLC and its subsidiaries (herein referred to a "The Company") operates are governed by the guidelines and terms & conditions established by the National Customs Brokers and Freight Forwarders Association (NCBFAA). These terms and conditions are printed on the reverse side of every invoice issued by The Company, and are available upon request. The Company's standard payment terms require receipt of cash in advance of performance. In the event that the Company extends credit to the Customer, the following additional terms are hereby agreed to be applicable. The amount of credit issued to the Customer is subject to periodic revisions and the Company may decide to decrease, increase or revoke the monetary limits at any given time. This may be done at the sole discretion of the Company. By establishing a credit account for the Customer, the Company shall be under no obligation to incur any expense, guarantee payment, or advance money on behalf of the Customer. The fact that the company has made a payment, advance or guarantee shall not be construed as a waiver of this provision.

The Customer agrees to keep the account current and agrees to pay each invoice according to its terms. Unless other payment terms are shown on the face of the invoice, it is agreed that the Company will receive payment within fifteen (15) days of the invoice date. If this application were to be approved, in addition to the NCBFAA terms, the following terms and conditions will apply to all transactions: A 5% charge for any cash advances required (for freight, Duties, Storage, Terminal Handling Charges, etc.). This charge may be avoided by the Customer by presenting funds to the Company covering any advances before the Company has to advance same, or by establishing credit directly with the carriers or vendors selected.

All invoices unpaid beyond 15 days are past due. In the event that the Customer fails to keep the account current, all amounts owed by Customer shall immediately become due and payable. The Customer shall also become indebted to the Company for costs of collection, including reasonable attorney fees, and 3% interest per month, compounded daily and calculated from the due date of the invoice, If any invoices remain unpaid for thirty (60) days after demand for payment, the Company may, in addition to any other rights it has under other agreements and/or applicable law, exercise any or all of the rights of a secured party under the Uniform Commercial Code now in effect in the State of Florida. The foregoing shall be construed according to the internal substantive laws of the State of Florida, without regard to the conflict of law principles of such State. In case of litigation, the Customer agrees to accept that venue shall be Miami-Dade County, Florida, United States of America.