

COMPREHENSIVE SHIPPING, STORAGE, EXPORT, LIABILITY WAIVER & LEGAL SERVICES AGREEMENT

(Prepared in accordance with the Laws of the United States of America and the State of California)

This Agreement (“Agreement”) is entered into on this ___ day of _____, **20**, by and between:

PARTY ONE: COMPANY

ALIBABA GLOBAL SHIPPING INC.

1260 57th Avenue

Oakland, California 94621

Phone: (510) 261-4900

Email: info@alibabaglobalshipping.com

Hereinafter referred to as the “Company”

AND

PARTY TWO: CUSTOMER / EXPORTER / SHIPPER

Full Legal Name: _____

Company Name (if applicable): _____

Street Address: _____

City / State / ZIP Code: _____

Phone Number: _____

Email Address: _____

Passport Number / EIN / SSN: _____

Hereinafter referred to as the “Customer”

ARTICLE 1 – PURPOSE OF AGREEMENT

This Agreement governs all services provided by the Company, including but not limited to:

- Export shipping services
- Freight forwarding
- Vehicle shipping
- Cargo shipping
- Container booking
- Inland transportation
- Warehouse storage
- Customs documentation
- Export filing and compliance
- Port coordination
- Delivery and consignee coordination
- Marine transportation arrangements
- Inland carrier coordination

Customer acknowledges and agrees that all services shall be subject to the terms and conditions set forth herein.

ARTICLE 2 – BOOKING DEPOSIT & PAYMENT TERMS

2.1 Initial Deposit

An initial booking deposit shall be required upon reservation:

- Standard Export Booking: Minimum USD \$1,500
- Premium Carriers / Hawaii / CMA-CGM / Priority Cargo / Special Bookings: Minimum USD \$3,500 or as invoiced

This deposit is strictly and completely **NON-REFUNDABLE**, except where cancellation is caused solely by the written fault of the Company.

2.2 Full Payment Requirement

Full payment of all shipping charges, storage fees, customs-related fees, port fees, and all other applicable charges must be received before:

- Container release
- Cargo loading
- Port dispatch
- Bill of Lading release
- Final shipment processing
- Delivery authorization

Failure to make full payment authorizes the Company to suspend, delay, or cancel services without liability.

2.3 Late Payment Penalties

Failure to pay invoices on time shall result in:

- USD \$300 late fee for every unpaid invoice 30 days past due
- USD \$300 late fee for CMA-CGM invoices 10 days past due
- Additional storage charges
- Port penalties
- Demurrage
- Customs charges
- Collection costs
- Attorney fees

2.4 Payment Methods

Accepted payment methods include:

- Bank Wire Transfer
- Zelle
- Cashier's Check
- Business Check
- Cash Deposit (subject to applicable fees)

ARTICLE 3 – STORAGE TERMS & WAREHOUSE POLICY

3.1 Free Storage Eligibility

Free storage applies ONLY to customers whose vehicle(s), cargo, or shipment has been fully booked, confirmed for shipment by the Company, and whose required deposit has been paid.

If Customer only delivers a vehicle or cargo to the warehouse without completing shipment arrangements, container booking, or final shipping through the Company, NO free storage shall apply.

Storage charges shall begin immediately from the first day of arrival.

3.2 Storage Charges

Storage fees shall apply as follows:

Standard Vehicles

(Sedan / Standard SUV)

USD \$25 per day

Large Vehicles

(Van / Minivan / Pickup / Large SUV)

USD \$50 per day

Oversized / Commercial / Heavy Vehicles

(Box Truck / Heavy Duty / Commercial Trucks / Oversized Units)

Storage fees shall be determined based on:

- Vehicle dimensions
- Space occupied
- Type of cargo
- Handling requirements
- Written agreement between the parties

3.3 Internal Warehouse Movement Fee

If Customer requests movement of any vehicle, cargo, or shipment within the warehouse, loading zone, yard, or storage area:

USD \$150 movement fee

PLUS

Applicable daily storage charges

shall apply.

3.4 Abandonment of Goods

If Customer fails to:

- pay outstanding balances
- complete shipment instructions
- claim cargo
- retrieve vehicle(s)
- respond within a reasonable period

the Company may deem the cargo or vehicle **ABANDONED**.

The Company shall have the full legal right to:

- exercise warehouse lien rights
- retain possession
- sell abandoned goods
- auction cargo
- recover unpaid balances
- recover legal fees
- recover storage charges
- recover damages

pursuant to California Commercial Code and applicable warehouse lien laws.

ARTICLE 4 – FORCE MAJEURE

The Company shall not be liable for any delay, damage, detention, seizure, cancellation, cargo loss, failure of delivery, missed sailing, customs hold, or failure of shipment caused

directly or indirectly by events beyond the Company's reasonable control, including but not limited to:

- war
- terrorism
- strikes
- labor shortages
- port congestion
- customs inspections
- customs seizure
- CBP holds
- export restrictions
- sanctions
- weather events
- floods
- earthquakes
- hurricanes
- fire
- accidents
- vessel delays
- carrier cancellation
- terminal shutdowns
- trucking delays
- pandemics
- acts of God
- governmental action
- any unforeseeable event beyond Company control

Even if the shipment does not arrive at destination, is substantially delayed, becomes commercially impracticable, or is entirely prevented from delivery, ALL resulting financial losses, penalties, charges, damages, and consequences shall remain solely the responsibility of the Customer.

Customer expressly accepts all such risks.

ARTICLE 5 – NO GUARANTEE OF DELIVERY DATE

The Company makes absolutely NO guarantee regarding:

- vessel departure date
- estimated arrival date
- customs clearance date
- final delivery date
- port release date
- consignee delivery schedule

All transit dates are estimates only and shall not create contractual guarantees.

The Company shall not be liable for:

- missed deadlines
- lost sales
- business interruption
- commercial damages
- consequential losses
- special damages
- indirect losses

resulting from delays.

ARTICLE 6 – DEMURRAGE, PORT FEES & CUSTOMS COSTS

Customer shall be solely responsible for:

- demurrage
- detention

- terminal fees
- customs examinations
- port congestion charges
- USDA / CBP charges
- destination storage
- inland carrier delays
- destination handling fees
- customs broker fees
- fines caused by inaccurate documents provided by Customer
- destination port penalties

ARTICLE 7 – EXPORT POWER OF ATTORNEY

Customer hereby appoints Alibaba Global Shipping Inc. as lawful forwarding agent and grants full authority to:

- prepare export documentation
- file EEI
- communicate with U.S. Customs and Border Protection
- interact with Census Bureau
- comply with EAR regulations
- coordinate export clearance

Customer certifies that all documents, titles, VIN numbers, ownership records, declarations, and cargo descriptions are true, complete, lawful, and accurate.

Customer shall be fully liable for:

- false declarations
- title fraud
- ownership disputes
- incorrect VINs
- fraudulent documentation
- restricted cargo
- sanctions violations
- export violations

ARTICLE 8 – WAREHOUSE ACCESS RESTRICTIONS & LIABILITY WAIVER

8.1 Restricted Access

Customer shall have NO right to enter:

- warehouse operational areas
- employee-only areas
- forklift zones
- loading docks
- inside containers
- yard operations areas
- cargo handling zones

without prior written authorization from Company management.

Unauthorized entry is strictly prohibited.

8.2 Assumption of Risk

Customer acknowledges that warehouse operations involve serious hazards including:

- forklifts
- heavy machinery
- moving vehicles
- suspended loads
- slippery floors
- falling objects
- loading hazards
- container hazards
- industrial accidents

Customer voluntarily assumes all such risks.

8.3 Complete Waiver of Liability

The Company shall bear absolutely NO responsibility for:

- bodily injury
- personal injury
- disability
- death
- property damage
- theft
- accidental loss

arising from Customer's presence in or near Company premises.

This waiver includes claims arising from ordinary negligence of the Company to the fullest extent permitted under California law.

Customer permanently waives all claims, lawsuits, demands, and legal actions arising from such access.

ARTICLE 9 – INSURANCE DISCLAIMER

The Company strongly recommends that Customer purchase cargo insurance and marine insurance.

Unless separately purchased in writing, the Company provides NO insurance coverage.

The Company shall not be liable for:

- theft
- vandalism
- fire
- flood

- collision
- hidden damage
- container damage
- port damage
- customs seizure
- damage to personal belongings inside vehicles

ARTICLE 10 – CONSIGNEE INFORMATION & AMENDMENTS

Customer must provide accurate consignee information.

Any change to consignee details after booking shall incur:

Minimum USD \$150 amendment fee

PLUS

all carrier charges, customs fees, and documentation fees.

ARTICLE 11 – INDEMNIFICATION

Customer agrees to defend, indemnify, and hold harmless the Company from any:

- claims
- lawsuits
- penalties
- fines
- damages
- losses
- attorney fees
- governmental investigations
- liabilities

arising from:

- false documentation
- title disputes
- ownership conflicts
- customs violations
- export violations
- consignee disputes
- payment default
- unauthorized cargo
- sanctions violations
- fraud

ARTICLE 12 – ATTORNEY FEES & COLLECTION COSTS

In the event of legal action, collection efforts, arbitration, or enforcement of this Agreement, the prevailing party shall be entitled to recover:

- attorney fees
- court costs
- arbitration fees
- collection costs
- enforcement expenses

ARTICLE 13 – ARBITRATION

Any dispute arising under this Agreement shall first be submitted to binding arbitration in Alameda County, California.

Customer waives the right to jury trial to the fullest extent permitted by law.

ARTICLE 14 – GOVERNING LAW

This Agreement shall be governed by and construed in accordance with:

The laws of the State of California

and

Applicable Federal Laws of the United States of America.

Venue shall exclusively lie in Alameda County, California.

ARTICLE 15 – SEVERABILITY

If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall remain fully valid and enforceable.

ARTICLE 16 – ENTIRE AGREEMENT

This Agreement constitutes the full and entire agreement between the parties.

No oral promises, verbal statements, side agreements, or prior understandings shall modify this Agreement unless made in writing and signed by both parties.

SIGNATURES

CUSTOMER / EXPORTER

Full Name: _____

Signature: _____

Date: _____

ALIBABA GLOBAL SHIPPING INC.

Authorized Representative: _____

Signature: _____

Date: _____