

Allison Shipping International - Airfreight Terms and Conditions

These terms and conditions of service constitute a legally binding contract between the "Company" and the "Customer" and apply to all Services undertaken by the Company. In the event the Company renders Services and issues a transport document (by way of example but not by way of limitation an air waybill, an ocean Bill of Lading or a Rail Consignment Note) containing terms and conditions governing such Services, the terms and conditions set forth in such other documents shall take precedence only where in conflict with the instant terms. However, for the avoidance of doubt, with respect to any shipment (whether multimodal or not) involving the carriage of goods by air, these terms and conditions will apply to any import/export or customs and excise or clearance services and to any Services provided by the Company whilst the goods are outside of the period of carriage by air, that is outside of the flight period and that take place outside of the confines of an airport or for any mode of transport, transportation or handling or storage where the period or service or shipment is one where an international convention or other law is not compulsorily applicable. If the carriage by air involves an ultimate destination or stop in a country other than the country of departure, the Montreal Convention or the Warsaw Convention may be applicable to the liability of the carrier in respect of loss of, damage or delay to cargo. In such case the carrier's limitation of liability will be in accordance with those Conventions.

THE CUSTOMER'S ATTENTION IS DRAWN TO SPECIFIC STRICTURES BELOW GOVERNING INSURANCE, NOTICE REQUIREMENTS, CLAIM PERIODS AND LAW & JURISDICTION. ADDITIONALLY, ATTENTION IS FURTHER DRAWN TO CLAUSES SET FORTH BELOW WHICH EXCLUDE OR LIMIT THE COMPANY'S LIABILITY AND THOSE WHICH MAY REQUIRE THE CUSTOMER TO INDEMNIFY THE COMPANY.

Without prejudice to any other terms herein and in accordance with clause 9 & 11(E) below, the Customer may request an increase of such limitations of liability by declaring a higher value and paying a supplemental charge. Such increase will only be effective upon acceptance in writing by the Company and receipt of payment from the Customer of the increased charge(s).

1. Definitions. (A) "Company" shall mean Allison Shipping International, its subsidiaries, related companies, agents and/or representatives, including but not limited to Allison Shipping International's parent and its or its parent subsidiaries, affiliates, and agents. (B) "Customer" shall mean the person for which the Company is rendering the Services, as well as its agents or representatives, including but not limited to its principals, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers or sellers, shipper's agents, insurers and underwriters, break-bulk agents, consignees. (C) "Documentation" shall mean all information, statements or documents received directly or indirectly from the Customer, whether in paper or electronic form. (D) "Service Provider" shall include, but not be limited to the following: carriers, truckmen, cartmen, lightermen, railway, forwarders, customs brokers, agents, warehousemen, Service Provider's agents or sub-contractors, and others to which the Services are entrusted for transportation, cartage, handling, delivery, or storage or otherwise. (E) "Services" means each operation, carriage, handling, storage or process of goods or documentation and any service whatsoever undertaken or performed by or on behalf of the Company in respect of or related to the goods, shipment or transaction and the Customer's instructions in the course of business, whether gratuitous or not. (F) Words in the singular shall also mean words in the plural and vice versa.

2. Contract or Exempt Carriage. If the Customer requests motor or rail carrier Services in the USA or if the Company decides that the Customer's shipment should be transported by motor or rail carriage

rather than air for all or part of the transportation, the Company shall arrange with authorized carriers to perform such transportation, which shall be done either as exempt carriage, as defined by 49 USC Section 13506, or, if not exempt, as "contract carriage", as defined by 49 USC 13102(4), under these terms and conditions.

3. Notice of Opting out of Carmack Amendment/ICC Termination Act of 1995. The Customer expressly waives all rights and remedies it may have as to the Company and its appointed motor or rail carriers under 49 U.S.C. Subtitle 2 IV, Part B (excluding §§ 13703, 13706, 14101 and 14103) to the full extent permitted by 49 U.S.C. § 14101(b)(1), each as amended from time to time.

4. Company as Agent. **(A)** The Company acts as the "agent" of the Customer for the purpose of performing duties in connection with the entry and release of goods, post entry services, the filing of export documentation on behalf of the Customer and other dealings with Government Agencies and when arranging insurance. **(B)** The Company also acts as agent for Customer regarding procuring transportation services for the benefit of the Customer. **(C)** It is agreed and warranted that it is the responsibility of the Customer to provide notice and copy of these terms and conditions of service to all their principals, agents, or representatives. **(D)** The Customer warrants that they are either the owner or the authorized agent of the owner of the goods. **(E)** The Customer hereby warrants that they accept these conditions not only for themselves, but where applicable also as agent for and on behalf of the owner.

5. Claims Notification/Limitation of Actions. **(A)** Receipt by the person entitled to delivery of the cargo without complaint shall be prima facie evidence that the cargo has been delivered in good condition and in accordance with the contract of carriage, unless notice of a claim indicating the general nature of such claim shall have been given in writing to the Company at the place of delivery before or at the time of removal of the goods into the custody of the person entitled to delivery thereof, or if the loss or damage is not apparent, within three consecutive days thereafter. **(B)** Unless subject to a specific compulsorily applicable statute or international convention to the contrary, notice for potential or actual claims against the Company must be made in writing and received by the Company within ninety (90) days of the earliest of: **(i)** the event giving rise to the claim; **(ii)** the alleged incident; **(iii)** the date of delivery; **(iv)** the date the cargo should have been delivered; or **(v)** when the Customer knew or should have known of the event giving rise to the loss. **(C)** Failure by the Customer to give the Company timely notice as stipulated in clause 5 (B) shall be a complete defense to any suit or action commenced by the Customer. **(D)** All lawsuits or legal proceedings against the Company must be filed and properly served on the Company as follows: **(i)** For claims that arise from incidents or events that occur during the period of transport when an international transport convention or relative national law compulsorily applies, then the time bar or extinguishment of rights period as stipulated in those conventions or laws will apply. **(ii)** For claims arising out of the preparation or submission of an import entry, within seventy-five (75) days from the date of liquidation of the entry. **(iii)** For any and all other claims of any other type, within one (1) year from the date of the earliest of: **(a)** the event giving rise to the claim; **(b)** date of the loss; **(c)** the date of delivery; **(d)** the date the cargo should have been delivered; or **(e)** when the Customer knew or should have known of the event giving rise to the loss. **(E)** In any event the Company shall be discharged of all liability whatsoever unless lawsuit or legal proceedings are brought within the periods stipulated in clause 5 (D).

6. Liberties; No Liability for Selection of Service Provider or Routes. (A) The Company shall have complete freedom in choosing the means, route, and procedure to be followed for the Services. Unless Services are performed by persons or firms engaged pursuant to express written instructions from the Customer, the Company shall use reasonable care in its selection of Service Providers or in selecting all or any combination of the means or route or procedure to be followed for the Services. **(B) (i)** Advice by the Company that a person or firm has been selected to render services with respect to the goods, shall not be construed to mean that the Company warrants or represents that such person or firm will render such services. **(ii)** Nor as agents do the Company assume responsibility or liability for any actions or inaction of such Service Provider and shall not be liable for any claims or liabilities of any kind that occurs while a shipment is in the custody or control of a Service Provider. **(C) (i)** All claims arising from or in connection with the act of a Service Provider shall be brought solely against such Service Provider. **(ii)** In connection with any such claim referred to in clause 6. (C) (i), the Company shall reasonably cooperate with the Customer. **(iii)** The Customer shall be liable for any charges or costs incurred by the Company in respect of such cooperation in clause 6. (C)(ii) and when such costs arise or are in connection with any breach by the Customer of clause 6.C (i). **(D) (i)** Subject to and without prejudice to clauses 6 (A), (B) and (C) above and subject to clause 11 below, the Company also acts as agent for the Customer regarding procuring transportation and storage Services for the benefit of the Customer. **(ii)** If for any reason it is adjudged that the Company was not acting as the Customer's agent in this regard or in the event that it is adjudged that the Company has responsibility for the actions or inactions of such 3 Service Provider, then in addition to the defenses and limitation of liability permitted to the Company by law and by these terms and conditions the Company shall also have the benefit of all defenses available to the participating carriers and other Service Providers by law and by the terms of their contracts of carriage or tariffs, all of which shall be deemed incorporated herein. Copies of such terms and conditions are available on request.

7. Quotations Not Binding. (A) Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by the Company to the Customer are for information purposes only and are subject to change without notice; no quotation shall be binding upon the Company unless the Company in writing agrees to undertake the Services at a specific rate or amount set forth in the quotation and payment arrangements are agreed to between the Company and the Customer. **(B)** Without in any way limiting the provisions of clause 7.(A), all quotations and agreements are subject to revision without notice, having regard to changes in currency exchange rates and upward movements in amounts payable by or on behalf of or at the instance of the Company to third parties including without limitation, freight surcharges, insurance premiums, equipment rental and labor, where charges and upward movements take place after quotation.

8. Reliance on Information Furnished. (A) With regards to all documents or Documents and declarations that are prepared or filed or both, for the Customer's purposes or for filing or submission to any local or national Government agency or department or Service Provider or other third party the Customer agrees and warrants that it is required to review all such documents, Documents, and declarations. The Customer warrants and agrees that it will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions on any such documents, Documents, and declarations. **(B)** In preparing and submitting all, singularly or any combination of the following and by way of example but not by limitation, customs entries, export declarations, applications, insurance information, Documentation, or export data to any of the United States or other Government or authority or a third

party or Service Provider, the Company relies on the correctness of all documents, Documents and declarations furnished or approved by the Customer. **(C)** The Customer shall use all reasonable care to ensure the correctness of all such documents, Documents and declarations and shall indemnify and hold the Company harmless from all claims, liability or losses asserted or suffered, by reason of the Customer's failure to disclose or for any incorrect or false documents, Documents and declarations provided or approved by the Customer upon which the Company reasonably relied. **(D)** The Customer agrees and warrants that the Customer has an affirmative non-delegable duty to disclose all Documents required to import, export, or enter the goods.

9. Declaring Higher Value to Service Providers. **(A)** Service Providers to whom the Services are entrusted may amongst other things limit liability regarding claims arising from or connected to loss or damage to the goods. In this respect the Company will only request excess valuation coverage for such limited liability from Service Providers upon specific written instructions from the Customer, and the Customer must agree to pay any charges in respect of such excess valuation. **(B)** This excess value shall only be prima facie evidence of value and if the true value of the goods at destination is lesser than such declared value, the lesser value shall nevertheless be deemed to be the declared value and the Company's liability, if any, shall not exceed such lesser value. **(C)** Any partial loss or damage shall be adjusted pro rata based on such value.

10. Insurance. **(A)** Unless requested to do so in writing and confirmed to the Customer in writing, the Company is under no obligation to procure insurance on the Customer's behalf. **(B)** Where the Company agrees to effect insurance on behalf of the Customer, the Company acts solely as agents. **(C)** In all cases where the insurance is arranged on the Customer's behalf, the Customer agrees and warrants that it shall pay all premiums and costs in connection with procuring requested insurance. **(D)** Any insurances effected by the Company are subject to the usual exceptions and conditions of the policies of the insurers or underwriters taking the risk. **(E)** Unless otherwise agreed in writing, the Company shall not be under any obligation to arrange a separate insurance policy on the goods and may at their option declare it on any open or general policy held by the Company.

11. Increase of Liability; Exclusions; Limitation of Liability. **(A)** The Customer undertakes and warrants that no claim shall be made against any director, servant, or employee of the Company which imposes or attempts to impose upon them any liability arising from or in connection with any Services and if any such claim should nevertheless be made, to fully indemnify and hold harmless the Company against all direct or indirect consequences whatsoever that arise from or are connected to such claim. **(B)** Except as specifically set forth herein, the Company makes no express or implied warranties in connection with its Services. **(C)** Without prejudice to clause (E) below, the Customer warrants and agrees that with regard to any claim or liability whatsoever arising from or in connection with the Services the Company shall only be liable for its negligent acts that are the direct and proximate cause of any injury to the Customer, and that this proviso shall apply including but not limited to loss, damage, or delay, howsoever caused to the Customer's goods. **(D)** Subject to anything to the contrary herein, the Company shall in no event be liable for the acts of Service Providers or third parties. **(E) (i)** In connection with all Services performed by the Company, the Customer may obtain additional liability coverage, up to the actual value of the shipment at destination, by requesting such coverage and agreeing to make any payment therefor, which request must be agreed in writing by the Company prior to rendering services for the covered transactions. **(ii)** This excess value shall only be prima facie evidence of value and if the true value of the goods at destination is lesser than such declared value, the lesser value shall

nevertheless be deemed to be the declared value and the Carrier's liability, if any, shall not exceed such lesser value. **(iii)** Any partial loss or damage shall be adjusted pro rata based on such value. **(F)** Other than as compulsorily stipulated in any international or national law, OR in the absence of additional coverage under clause 11(E) above, in all circumstances whatsoever the Company's maximum liability shall be limited to the following: in no event shall the Company's liability exceed the actual value of the goods lost or damaged or delayed or otherwise subject of or connected to the contract or claim, OR alternatively the sum of USD250.00 per shipment, WHICHEVER IS THE LEAST.

(G) In the event the Customer asserts ongoing or multiple damage claims because of a series of errors or omissions which are mere repetitions or which represent a continuation of the original error, the parties agree and the Customer warrants and represents that same shall be deemed to be a single occurrence or a single continuing act for purposes of application of the liability limitation referenced in clause 11(F). However, in no event shall any liability in respect of such claims exceed USD10,000 in the aggregate of anyone trading year commencing from the time of the making of the original error or omission. **(H)** Without limitation, in no event shall the Company be liable or responsible for consequential, indirect, incidental, statutory, or punitive damages, even if it has been put on notice of the possibility of such damages.

(I) The following exclusions apply to any losses that are direct and which flow from the natural cause of any breach or incident and to indirect and consequential losses. The forgoing losses and any similar or like losses are excluded WHETHER OR NOT THE COMPANY HAD KNOWLEDGE OR NOTICE THAT ALL OR ANY OF THE LOSSES MIGHT BE INCURRED. IN NO CIRCUMSTANCES WHATSOEVER SHALL THE COMPANY BE LIABLE FOR:

(i) DIMINISHMENT OR LOSS OF SALE ABILITY. **(ii)** ANY SPECIAL OR INCIDENTAL LOSSES. **(iii)** LOSS OF OR DEFERMENT OF PROFITS, SALES OR INCOME OR SAVINGS. **(iv)** LOSS OF REAL OR POTENTIAL FUTURE BUSINESS.

(v) LOSS OF USE (INCLUDING BUT NOT LIMITED TO ANY LOSSES FOR REMEDY AND ANY LOSSES ALREADY INCURRED OR ONGOING BECAUSE OF SUCH LOSS OF USE). **(vi)** LOSS OF REPUTATION **(vii)** LOSS OF GOODWILL.

(viii) BUSINESS INTERRUPTION OR CLOSURE. **(ix)** LOSS OR DEFERMENT OF PRODUCTION OR INCREASED COSTS OF PRODUCTION.

(J) The Customer also agrees and warrants that all information and details of the goods as provided by them, their agents or principals are true and correct and that the goods have been properly and sufficiently prepared, packed, stowed, labelled, and marked, and that the preparation, packing, stowage, labelling and marking, are appropriate to any operations or transactions affecting the goods and the characteristics of the goods. The Company accepts no liability or claims whatsoever from the Customer's breach of this warranty.

12. Dangerous Goods. (A) Except pursuant to instructions previously received in writing and accepted in writing by the Company (which the Customer warrants they will give as appropriate), the Company will not accept or provide Services for goods of a dangerous or damaging or hazardous nature, or those liable to produce taint or otherwise detrimentally effect other goods, or goods that do or are likely to shelter or hide or encourage vermin or pests, (Dangerous Goods). **(B)** If in accordance with clause 12 (A)

Dangerous Goods are accepted in writing by the Company but nevertheless if in the opinion of the Company or the appointed Service Provider the Dangerous Goods constitute a risk to other goods, property, life or health, the Company where in their opinion it is practicable, will contact the Customer in order to require them to remove or appropriately deal with the goods but nevertheless in such circumstances the Customer warrants that the Company can and that they irrevocably authorizes the Company or the appointed Service Providers to remove or otherwise deal with the Dangerous Goods as they see fit and at the total expense of the Customer. **(C)** Without prejudice to clause 12.(A) & (B), where in any circumstances the Customer delivers to the Company, or causes the Company to deal with or handle Dangerous Goods, whether declared to the Company or not, they shall be liable for all loss or damage of whatsoever nature arising directly or indirectly in connection with Dangerous Goods and shall indemnify the Company against all direct or indirect penalties, claims, damages, costs and expenses, whatsoever arising in connection therewith and the Dangerous Goods may be dealt with in such manner as the Company or any other person in whose custody they may be at any relevant time, shall deem necessary.

13. Advancing Money. (A) All charges must be paid by the Customer in advance unless the Company agrees in writing to extend credit to the Customer. **(B)** The granting of credit to the Customer in connection with a particular transaction shall not be considered a waiver of this provision by the Company.

14. Customer Indemnification/Hold Harmless. The Customer agrees to indemnify, defend, and hold the Company harmless from all and any financial amounts whatsoever and by way of example but not by way of limitation, any liability, demands, loss, damages, costs, claims, expenses, fines or penalties or punitive damages, and fees (including but not limited to reasonable attorney's fees) whatsoever and by whomsoever made or submitted against or incurred, suffered or disbursed by the Company or Service providers, arising directly or indirectly arising from or connected to any act, error or omission, breach of contract terms or conditions or warranties, whether involving negligence or not by the Customer and by way of example and not by way of limitation, including the following: **(i)** Arising from or connected to the importation or exportation of the Customer's goods. **(ii)** Arising from or connected to any conduct of the Customer, which violates any Federal, State and/or other international or foreign laws. **(iii)** From and against all financial amounts whatsoever that may be incurred, suffered or disbursed for or in connection with any instructions, act, error, or omission of theirs or their principal. **(iv)** Any liability assumed or incurred by the Company to another party, due to the Company carrying out the Customer's instructions. **(v)** Any amounts whatsoever more than the liability of the Company as stated in these terms and conditions, regardless of whether such amounts arise from or in connection with, breach of contract, negligence of any kind or breach of duty of the Company, its servants, agents or Service Providers. **(vi)** Arising or connected with General Average, and the Customer shall provide such security as may be required. Further, the Company shall be under no obligation to take any steps whatsoever to collect security for General Average contributions and the Customer will provide this direct to the party claiming or their representatives.

15. C.O.D. or Cash Collect Shipments. The Company will undertake C.O.D. or Cash Collect Shipments only if agreed to in writing by the Company, but in such event the Company shall be responsible only for the use of reasonable care regarding written instructions relating to "Cash/Collect" or "Deliver (C.O.D.)" shipments, bank drafts, cashier's or certified cheques, letters of credit and other similar payment documents or instructions regarding collection of monies, but the Company shall not have any liability

whatsoever if the bank or consignee refuses to pay for the shipment. In terms of "Freight Collect" shipments, concerning any acceptance by the Company of instructions from the Customer to collect freight, duties, charges, demurrage, dues, or other expenses from the Consignee, or any other party, in the event of non-payment by such party the Customer agrees and warrants that it shall remain responsible to the Company for (and agrees to pay on demand) such freight, duties, charges, demurrage, dues, or other expenses.

16. Costs of Collection of Monies Owed. In any dispute involving monies owed to the Company, the Company shall be entitled to all costs of collection, including reasonable attorney's fees and interest at 15% per annum or the highest rate allowed by law, whichever is less, unless a lower amount is agreed to by the Company.

17. General Lien and Right to Sell Customer's Property. (A) The Company shall have a general and continuing lien on all property of the Customer coming into the Company's actual or constructive possession or control for monies owed to the Company regarding the shipment or Service on which the lien is claimed or for money owed for prior shipments and Services, or both. (B) The Company shall provide written notice to the Customer of its intent to exercise such lien, the number of monies due and owing, as well as any on-going storage, demurrage, or any other charges. (C) The Customer agrees and warrants that they shall notify all parties having an interest in its shipments of the Company's rights and the exercise of such lien. (D) Unless, within ten days or the shortest period allowable by law of receiving notice of lien the Customer posts cash or letter of credit at sight, or if the amount due is in dispute then provides a bond acceptable to the Company equal to 110% of the value of the total amount due in favor of the Company, guaranteeing payment of the monies owed plus all storage charges accrued or to be accrued, then the Company shall have the right to sell such shipment at public or private sale or auction and any net proceeds remaining thereafter shall be refunded to the Customer.

18. No Duty to Maintain Records for Customer. (A) The Customer agrees and warrants that it has the duty and is solely liable for maintaining all records required under the Customs or other Laws and Regulations of any jurisdiction of origin or destination. (B) the Company shall not act as a "record-keeper" or "record-keeping agent" or Importer or Exporter of Record for the Customer.

19. Obtaining Binding Rulings, Filing Protests, etc. Unless requested by the Customer in writing and agreed to by the Company in writing, the Company shall be under no obligation to undertake any pre- or post-Customs release action including but not limited to: obtaining binding rulings, advising of liquidations, filing of petitions or protests.

20. Force Majeure. (A) "Force Majeure" means any circumstances beyond the reasonable control of the Company that prevents the Company from complying with all or a material part of its obligations or will delay or will hinder the Company in fulfilling all or part of its contractual obligations including without limitation, any strike, lock-out or other form of industrial action or withdrawal of labor of any kind, civil disturbance, riot, war (whether declared or recognized by any political authority or government or not), rebellion, armed conflict, any act of terrorism, or any other act of violence or threat; any circumstances or event involving nuclear radiation or substances; fire, explosion, ice, snow, storms, flood, earthquake, volcanic eruption, tidal wave, epidemic or state of quarantine or any severe weather or any natural physical disaster; sanctions, embargoes; blockades; congestion; any encumbrances; shortage of components or raw materials, lack of power supplies or telecommunications or lack of available facilities or economic unviability, Service Supplier's or third parties liquidation or bankruptcy or any cessation of

trade; failures of any transportation network or infrastructure; any acts of state or governmental action prohibiting or impeding the Company from performing its obligations under the contract. **(B)** If any Force Majeure occurs which affects or may affect the performance of any of the Company's obligations in relation to the Services, it shall as soon as practicable notify the other party as to the nature and extent of the circumstances in question.

(C) During or following a Force Majeure event, the Company shall not be deemed to be in breach (including material breach) of contract or other duty or obligation expressly undertaken or implied at law, nor shall the Company otherwise be liable by reason of any delay in performance or the non-performance of any of its obligations to the extent that the delay or non-performance is due to any Force Majeure, and the time for performance of that obligation shall be extended accordingly.

(D) If the Company's performance of any of its obligations, contractual or otherwise, is prevented or delayed by Force Majeure for a continuous period more than six weeks the Company shall be entitled (but not obliged) to terminate, without liability or penalty, the Services by giving written notice to the Customer.

(E) The Company is relieved of all liability whatsoever for any loss, damage or delay when such loss, damage or delay arises from a Force Majeure event, or any cause or event which the Company is unable to avoid, and the consequences of which the Company is unable to prevent by the exercise of reasonable diligence, in consideration not just of the circumstances of the event but also the inherent difficulties of infrastructure, geographical, social and political difficulties (if any) of the relative countries traversed.

21. Modification or Amendment. **(A)** These terms and conditions may only be modified, altered, or amended in writing and signed by both the Customer and the Company. **(B)** Any attempt to unilaterally or orally modify, alter or amend these terms and conditions shall be null and void. 7

22. Compensation of Company. The compensation of the Company for its Services shall be included with and is in addition to the rates and charges of all Service Providers and other agencies selected by the Company to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends, or other revenue received by the Company from carriers, insurers, and others in connection with the shipment. Upon request, the Company shall provide a detailed breakout of the components of all charges assessed.

23. Severability. In the event any paragraph or clause or part thereof is found to be invalid or unenforceable for any reason, then in such event the remaining clause or part shall remain in full force and effect.

24. Governing Law; Consent to Jurisdiction and Venue. **(A)** For shipments to or from the United States of America: **(i)** US Law and the law of New York State shall exclusively govern, construe, and enforce all of the rights and duties of the parties directly or indirectly arising from or relating in any way to these terms and conditions, the Services and the relationship of the parties. **(ii)** Any and all actions based on breach of contract, tort or otherwise shall be exclusively brought before the United States District Court for the Southern District of New York, without regard to its conflict of laws rules. **(B)** For all other shipments: **(i)** English Law shall exclusively govern, construe, and enforce all the rights and duties of the parties directly or indirectly arising from or relating in any way to these terms and conditions, the

Services and the relationship of the parties. **(ii)** Any and all actions based on breach of contract, tort or otherwise shall be exclusively brought before the High Court of London, without regard to its conflict of laws rules. **(C)** Without prejudice to clauses 24. (A) and 24.(B), the Company exclusively at their option shall be entitled to enforce any claim against the Customer in any jurisdiction and in accordance with the law of that jurisdiction, in which the Customer has assets or is habitually resident