

## FREIGHT FORWARDING CONTRACT

**This Agreement is entered on 2/4/2016 between TRANSWAY AIRFREIGHT CARGO, INC. (referred to as "TRANSWAY"), a Florida's corporation whose address is 2205 NW 70<sup>th</sup> St., Miami, Florida 33122, and SMART CARE USA LLC (referred to as "CONSIGNEE"), CONSIGNEE requires transportation of the commodities from and to the points described in this Contract. TRANSWAY is a freight forwarder that has the ability to provide the services described in this Contract. CONSIGNEE and TRANSWAY propose to enter this Contract, under which TRANSWAY will act as a freight forwarder to perform transportation of CONSIGNEE's commodities for the prices and subject to the terms and conditions agreed by both parties. NOW THEREFORE, in consideration of the mutual promises and covenants between CONSIGNEE and TRANSWAY, both hereby agree as follows:**

1. TRANSPORTATION: TRANSWAY agrees, as a freight forwarder, to provide transportation services for CONSIGNEE.

TRANSWAY will provide that service as a freight forwarder (as that term is defined in the Interstate Commerce Act, as amended), and/or as the term freight forwarder may be in general commercial use, and/or as an indirect air cargo carrier ("air freight forwarder") as that term is defined under the Federal Aviation Act of 1958.

2. SERVICES. TRANSWAY agrees to provide service suitable for CONSIGNEE's requirements and under the laws of the International Cargo Regulations and International Commerce and Trade.

3. TERM. The initial term of this Contract shall begin on the date stated above shall continue for a period of one (1) year. Thereafter, this Contract shall be renewed automatically for successive additional terms of one (1) year each, unless either party gives the other party written notice of cancellation of the Contract at least sixty (60) days prior to the last day of the then-current term.

4. AIRFREIGHT TARIFF. The terms of the tariffs will be agreed by TRANSWAY and CONSIGNEE according to the destination, weight, measurement (whichever is greater) and agreed for both parts.

Rates are subject to change as per airline's rate fluctuation.

CUSTOMER is responsible to take insurance while cargo is in transit.

Liability is clearly stated in the back of our air waybill.

5. OCEAN FREIGHT TARIFF. The terms of the tariffs will be agreed by TRANSWAY and CONSIGNEE according to cubic meter or weight (whichever is greater) and agreed for both parts.

Rates are subject to change as per steamship line's rate fluctuation.

CUSTOMER is responsible to take insurance while cargo is in transit.

Liability is clearly stated in the back of our bill of landing.

6. WAREHOUSE SERVICES. TRANSWAY and CONSIGNEE agreed that TRANSWAY will storage the goods at its premises under surveillance cameras. The rate for storage will be agreed for both parties. Warehouse services include storage, packing, segregation and other services request by CONSIGNEE; prices on these services must be agreed by both parties.

CONSIGNEE is responsible to take insurance while cargo is under TRANSWAY's possession.

7. TRUCKING AND INLAND FREIGHT: TRANSWAY and CONSIGNEE agreed that TRANSWAY will perform pick up, delivery, inland freight and other services required by CONSIGNEE. The rate for these services will be agreed for both parties. Services will be requested by CONSIGNEE.

CONSIGNEE is responsible to take insurance while cargo is in transit.

8. DIVERSION: In case the cargo received in our warehouse must be delivering or release to another company and/or forwarder, we must receive a notification in writing from the shipper authorizing this transaction.

8. INSURANCE. It is the CONSIGNEE's responsibility to take insurance of the goods. Upon request of CONSIGNEE, TRANSWAY shall provide certificates of insurance in case TRANSWAY takes insurance showing the existence and duration of such insurance coverage.

9. CHARGES.

(a) CONSIGNEE shall be liable for all unpaid charges payable on account of any shipment, including sums advanced or disbursed by TRANSWAY on account of that shipment, and any claims, fines, penalties, damages, costs or other sums which may be incurred by TRANSWAY by reason of any violation of any condition of contract, any law, rule or regulation or any other act or default of the CONSIGNEE or their respective agents, employees, contractors or subcontractors. If payment has not been made within the time

stated, TRANSWAY will assess late payment charges and additional charges specified will be assessed against any party responsible for payment of the charges applicable to that shipment.

When TRANSWAY has not received full payment of all of the charges within a period not to exceed sixty (60) days, beginning on the later of the date of delivery or the date on which the invoice or supplemental invoice (freight bill) is presented, TRANSWAY may, at its sole option, retain an attorney, file suit, or take any other action to collect its freight charges, and, in that event, any party responsible for payment of the charges which are provided for in this bill of lading will be invoiced and will be responsible for payment of attorneys' fees, court costs, expert witness fees, and any other costs, fees and expenses incurred by TRANSWAY in connection with the collection of the amount due.

Even CONSIGNEE asks TRANSWAY to bill another party, CONSIGNEE shall be absolutely responsible and liable to TRANSWAY for all charges, expenses and fees (including attorney's fees) applicable to the shipment.

TRANSWAY may refuse to deliver any goods shipped if TRANSWAY deems itself insecure as to payment or if TRANSWAY does not receive reasonable assurances that it will receive full payment for charges, expenses, fees and services. If a bill of lading is issued on the order of CONSIGNEE in exchange or in substitution for another bill of lading, the signature of any party on that prior bill of lading as to the statement of value or otherwise in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with the second bill of lading.

10. LIMITS OF LIABILITY.

(a) TRANSWAY shall not be liable for delay of any kind to any shipment, regardless of the cause of such delay, nor shall TRANSWAY be liable for loss of or damage to any shipment or part of a shipment when that delay, loss or damage is caused by the act of God, the public enemy, the authority of law, or the

act or omission of a person or entity other than TRANSWAY, the inherent vice or defects of the materials shipped, natural loss or shrinkage, or as a result of any other cause or condition beyond the reasonable control of TRANSWAY.

(b) Unless a higher value is declared on the air waybill or bill of lading and the applicable charges for such additional valuation are paid to TRANSWAY by CONSIGNEE, in no event shall TRANSWAY's liability for damage to or loss or destruction of any shipment transported.

(b) Neither party shall be liable to the other for incidental, consequential or special damages of any type.

11. LIABILITY; CLAIMS.

(a) TRANSWAY shall not be liable for delay or loss of or damage to any of the goods being transported when that delay, loss or damage is caused by the act of God, the public enemy, the authority of law, or the

act or omission of a person or entity other than AIR GROUND, the inherent vice or defects of the goods shipped, natural loss or shrinkage, or as a result of any other cause or condition beyond the reasonable

control of TRANSWAY or any other party whose services TRANSWAY uses to provide service under this Contract.

(b) Claims for concealed loss or damage must be reported to TRANSWAY, in writing, within 7 days of the date of delivery of the shipment. TRANSWAY and its agents shall have the privilege to inspect the shipment in case of a concealed loss or damage claim.

(c) All shipments as to which a claim may be made must be retained in the original shipping container for a period of 21 days after TRANSWAY has received notice of the damage or concealed loss, in order that

TRANSWAY or its agent may inspect that shipment.

(d) Claims against TRANSWAY shall be handled as provided in 49 CFR Part 1005 and other applicable statutes and regulations.

(e) As a condition precedent to recovery, claims must be filed in writing with TRANSWAY within 9 months after delivery of the goods, or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed.

(f) The term "claim" as used in this Contract shall mean and include any and all claims for indemnity pursuant to this Contract, claims of alleged breach of this Contract, and any and all other claims arising under or in connection with this Contract or any relationship between TRANSWAY and CONSIGNEE.

(g) No claim for loss of or damage to a shipment will be entertained until all charges relating to that shipment have been paid.

(h) Lawsuits on such claims shall be instituted against TRANSWAY only within 1 year from the date of notice in writing given by TRANSWAY to the claimant that TRANSWAY has disallowed the claim, either in whole or in part. Where claims are not filed or suits are not instituted on those claims in accordance with

these provisions, TRANSWAY shall not be liable, and such claims shall not be paid.

12. NOTICES. All notices required by this Contract shall be given in writing, postage or delivery prepaid, and addressed to the parties at their respective following addresses:

TRANSWAY AIRFREIGHT CARGO INC:

2205 N.W 70<sup>th</sup> AVE

Miami, Florida 33122

CONSIGNEE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

Notices required or contemplated by this Contract shall be given by FAX, by certified mail-return receipt requested, or by receipted express courier service. Notices shall be effective when received by the party to whom notice is to be given.

13. ASSIGNMENT. No party may assign this Contract without the express, written consent of the other party. In the event of an assignment, all provisions of this Contract shall be binding on the successors and assigns of the parties hereto. No assignment shall relieve the assigning party of its duties and liabilities under this Contract.

14. APPLICABLE LAW. This Contract and the operations under it are subject to any valid and applicable laws, rules, regulations and orders of any governmental body affecting the operations of TRANSWAY and/or CONSIGNEE. However, nothing in this Contract shall be construed as a waiver of any right to question or contest any such law, rule, regulation or order. In the event that it becomes necessary for either party to modify its performance under this Contract to comply with additional or changed laws, rules, regulations or orders of any governmental body, that compliance shall not be considered a breach of this Contract, and this Contract shall continue in full force and effect; provided, however, that the party that is required to comply with such additional law, rule, regulation or order may modify its performance

under the terms of this Contract only to the extent required to comply with that law, rule, regulation or order. In the event that any portion of this Contract is declared invalid, the remainder of this Contract shall continue in full force and effect.

15. WAIVER OF BREACH. Waiver by either party to this Contract of a breach of any term of this Contract shall not be construed as a waiver of any subsequent breach of that term or as a waiver of any other term of this Contract.

The parties witness this Contract by their signatures below.

\_\_\_\_\_  
TRANSWAY AIRFREIGHT CARGO INC.

\_\_\_\_\_  
SMART CARE USA LLC

\_\_\_\_\_  
Signature and date Signature and date

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Printed name and title Printed name and title