

Allyn International Services Inc.
Customs, Logistics & Tax Management

**ALLYN INTERNATIONAL SERVICES, INC
GENERAL TERMS AND CONDITIONS FOR TAX SERVICES**

Confidentiality

All techniques, designs, drawings, processes, inventions, equipment, proposals, specifications, and such information concerning the products, services or equipment disclosed by either Allyn International Services, Inc or CLIENT shall be held confidential and shall not be disclosed by either party without prior written consent except as otherwise required for performance of the services.

Liability

- a) Allyn International Services, Inc., hereby represents and warrants to CLIENT that it is covered by insurance required by law.
- b) While Allyn will endeavor to ensure that all transactions are reviewed as per the requirements and specification of CLIENT, CLIENT is responsible for the accuracy and timeliness of all data and is liable for all taxes, interest, penalties and other fees as may be assessed by the government for non-compliance, omissions, errors and audits. If penalties or interest are assessed, Allyn will assume the responsibility of aggressively pursuing abatement regardless of the issue or who may be at fault.
- c) Allyn International Services, Inc. disclaims any and all express warranties and warranties of fitness for a particular purpose. Allyn International Services, inc. will not be liable for any loss of business or profits, or for any consequential, incidental, punitive or similar damages, for claims made by customer or any other person or entity for any cause whatsoever, regardless of the form of action, whether in contract or in tort, including negligence, even if it has been advised of such damages. Allyn International Services, Inc. and customer acknowledges that this limitation of liability reflects an informed, voluntary allocation between Allyn International Services, Inc. and customer of the risks (know or unknown) that may exist in connection with Allyn International Services, Inc.'s services. This limitation of liability applies to all causes of action in the aggregate, including, without limitation, to misrepresentation, fraud and any other tort.

Payment Terms

As consideration for Allyn's services, CLIENT agrees to pay all undisputed Allyn invoices within thirty (30) days from the date of the invoice.

All payments made on behalf of the CLIENT will be invoices separately and payable within thirty (10) days of the invoice date.

If travel is required, AISI will bill any travel and living costs pre-approved by CLIENT at cost plus.

Force Majeure

Each party shall be excused from performance under the Agreement to the extent that such party is prevented from performing, in whole or in part, by delays caused by an act of God, war, civil disturbance, labor dispute, or other cause beyond its reasonable control. The non-performing party shall promptly give notice of its non-performance to the other party. The non-performing party shall make all commercially reasonable efforts to remove such cause of non-performance. All other obligations not affected by such cause of non-performance shall be in full force and effect during the period of time that the affected obligation is suspended during the continuance of such cause of non-performance.