



A LOGISTICS COMPANY

**VS IMPORT SERVICES, INC.
CARGO BLANKET INSURANCE WAIVER**

This Cargo Liability Agreement ("Agreement") is entered into on _____ (Date) by and between VS IMPORT SERVICES, INC. ("VSI") and _____ (whether shipper, consignee, or owner of the goods) and its divisions, subsidiaries, and affiliates (collectively, "Customer"). In consideration of VSI arranging transportation of certain goods (the "Goods"), the parties agree as follows:

Cargo Loss, Damage or Delay. Customer acknowledges that VSI is not a motor carrier, air carrier, or ocean carrier but acts as a broker/freight forwarder. VSI shall not be liable for loss, damage, or delay to the Goods. In no event shall VSI be liable for indirect, incidental, consequential damages, lost profits, or other special or punitive damages arising from any claim.

Waiver of Subrogation. Customer and its insurers waive and release any and all rights of recovery, claims, actions or causes of action against VSI and its affiliates, agents, directors, officers, or employees for loss, theft, or damage to the Goods. Customer warrants that its insurance will include a waiver of subrogation in favor of VSI. Failure to obtain such an endorsement will not affect this waiver. If an insurer pursues subrogation against VSI, Customer shall defend, indemnify and hold VSI harmless for all losses, damages, costs, and legal fees arising from that claim.

Rights Against Other Parties. Nothing in this Agreement limits Customer's claims or remedies against parties other than VSI, including the motor, air or ocean carrier transporting the Goods.

Entire Agreement; Future Shipments. This Agreement constitutes the entire understanding between the parties regarding liability for loss, damage or delay and governs all future shipments unless modified in writing by both parties. It supersedes prior agreements, bills of lading, and other shipping documents.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and Canada, as applicable.

Language. The parties expressly request this Agreement be drawn up in English only.

Customer Insurance. Customer represents that it has obtained its own insurance covering handling and transportation of the Goods while in transit.

SIGNED:

VS IMPORT SERVICES, INC.

CUSTOMER

Authorized Signature: _____

Authorized Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____