

Agreement for Freight Forwarding/Customs Brokerage Services

This Agreement (“**Agreement**”), effective as of _____, 20__, (“Effective Date”) is entered into by and between **McWane India Private Limited (“Customer”)** and _____ (“**Service Provider**”).

1. The term of this Agreement will be for one (1) calendar year from the Effective Date (“Term”) and will renew automatically on an annual basis thereafter unless earlier terminated by either party as provided in this Agreement or unless either party gives written notice to the other at least thirty (30) days prior to the end of the current Term that such party does not wish to renew the Agreement.

2. During the Term, Customer may issue a request for quote from Service Provider to provide the freight forwarding and/or customs broker services (“**Services**”) described in this Agreement and Service Provider agrees to provide such a quote for Services promptly. Upon acceptance of such quote in writing by Customer, Service Provider will provide the Services as provided in this Agreement and subject to its terms. No other terms of Service Provider, including but not limited to bills of lading or waybills, no modification, amendment, or waiver to this Agreement, and no cancellation, change, or return of any Agreement will be binding on either party until agreed in writing by such party’s authorized representative.

3. Services rendered by Service Provider include, but are not limited to, the following:

3.1 Imports

a. Customer will notify Service Provider as soon as possible for imported products with a description of the products, expected delivery date, and name and contact information of the shipping vendor/supplier.

b. Upon receipt of notice, Service Provider will:

i. Contact the vendor/supplier to obtain all information required for importing products, including but not limited to bill of lading, commercial invoice, packing list, Certificate of Origin, and information for International Security Filing (“**ISF**”) filings;

ii. File all necessary Customs forms, including but not limited to the bill of entry and cargo declaration;

iii. Provide a quote on a per shipment basis for ocean or air transportation in advance of shipment and receive approval for all costs related to shipment when purchase requires ocean transportation, air transportation, and/or inland transportation;

iv. Forward a copy of the ocean-booking note if applicable;

v. Provide or verify the proper Harmonized Tariff Code for all products, duty rates, and other information to be supplied to the Customs Service;

vi. Inspect, or have its subcontractor or agent inspect, all imported cargo and report any damage immediately to Customer;

vii. Obtain prior written authorization from Customer to use any licensed customs broker which is not a direct employee of Service Provider;

viii. Determine if any of the imported products are eligible for exemption from duties, taxes, and other costs; and

ix. Unless otherwise specified in writing by Customer, pay all required duties, taxes and other amounts due Customs for immediate release of cargo and invoice Customer for such payments on a monthly basis.

3.2 Exports

a. For direct shipments, Customer will forward to Service Provider commercial invoice, packing list, bill of lading and other pertinent documents for exported products.

b. Upon receipt of such documents, Service Provider will:

i. When ocean transportation is required, furnish quote for the ocean, air, and/or inland transportation cost and receive approval from Customer before shipping;

ii. For approved ocean or air transportation, notify Customer of sailing/flight details and estimated time of arrival and notify Customer when departed or if delayed;

iii. Inspect, or have its subcontractor or agent inspect, all cargo before final export transportation and immediately notify Customer of any irregularities or problems in the packaging, bundling, wrapping, labeling, or other export preparation to ensure the safety and delivery of the cargo;

iv. Obtain written authorization to use any outside freight forwarding company or individual which is not a direct employee of Service Provider;

v. Assist with documentation legalization when required;

vi. If Service Provider arranges the ocean transportation portion, notify Customer of any change, delay, transshipment, or other variation from the originally declared chartering;

- vii. Screen all company and individual names of persons and entities receiving or making shipments for a match with the Foreign Trade Policy of India and the circulars, notifications, and orders issued under it, Indian Denied Entity List, U.S. Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons list, the U.S. Bureau of Industry and Security's Denied Parties List, the U.S. Entry List, and the U.S. Office of Defense Trade Controls' Debarred Persons Lists and advise Customer in advance of shipment if a match occurs;
- viii. Screen goods to be exported with the Special Chemicals, Organism, Material, Equipment and Technologies ("SCOMET") list and advise Customer in case of a match; and
- ix. File all necessary Customs forms, including but not limited to the shipping bill and cargo declaration.

4. All invoices for payment from Service Provider will be itemized according to each individual shipment along with all costs related to that shipment, including all duties, taxes, and other related costs. All invoices will be in accordance with the Goods and Service Tax ("GST") laws. Service Provider will comply with GST laws at all times. Service Provider will undertake all actions required under GST laws, including but not limited to filing of timely returns, payment of GST to the government, and uploading of invoices on GST portal, to enable Customer to avail input tax credit of the GST paid by Customer against the invoices raised by Service Provider under this Agreement. If the input tax credit of GST paid is not available to Customer because Service Provider fails to comply with GST laws, Customer may set-off the amount equivalent to such input tax credit against any amount payable by Customer to Service Provider under this Agreement.

5. Service Provider may not charge for any item not listed on the itemized schedule below without Customer's prior written consent. The parties will agree in writing on rates for the items listed below and agreed rates may not be changed without Customer's prior written consent. Service Provider will notify Customer thirty (30) days in advance of any proposed increases or decreases in agreed rates. Any new cost not listed on the itemized price schedule below must be approved in advance in writing by Customer.

6. Cost factors for invoicing will be itemized as follows where applicable:

Documentation:	Cost of Letter of Credit
	Bill of Lading
	Commercial Invoice
	Shipping Bill
	Legalization of Documentation
	Bill of Entry
Terminal:	Packing and loading
	Terminal transfer fees
	Customs examination charges
	Local cartage to Customs exam site, if required
Customhouse clearance fees:	Duty
	IGST
	Cesses
	Surcharges
	Other government fees
	Excise Taxes
Dock:	Permits
	Detention (demurrage)
	Terminal fees
	Handling charges
	Dock fees
	Warehousing
	Storage
Transportation:	Ocean transportation, break-bulk/CBM/MT, container, etc.
	Inland transportation
	Air transportation

Other:	

7. Service Provider will maintain all records relating to Services provided under this Agreement in accordance with Customer's record retention policy, a copy of which will be provided to Service Provider by Customer. Service Provider will provide Customer copies of all such records requested for any internal or external audit and make all such records available for audit on reasonable notice.

8. Customer and Service Provider will provide to each other a contact list of employees involved in imports and exports along with an emergency 24-hour contact. Service Provider must report any problem or required action as a result of inspection or action taken by Customs or other governmental department or agency immediately to Customer's legal department at 1-205-578-3812.

9. Customer and Service Provider will enter into a Customs Power of Attorney and Designation as Forwarding Agent/Customs Broker, if applicable, in the form set out in Exhibit B.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives as of the Effective Date.

McWane India Private Limited

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Exhibit A

McWane India Private Limited Terms and Conditions of Service – Freight Forwarders/Customs Brokers

1. ENTIRE AGREEMENT: McWane India Private Limited (“**Customer**”) may agree from time to time to purchase Services from Service Provider. These Terms and Conditions of Service, any applicable statement of work for Services from Customer (“**Statement of Work**”), and any other specifications of Customer constitute the entire agreement between the parties with respect to Services (collectively, “**Agreement**”). No other terms of Service Provider, including but not limited to bills of lading or waybills, no modification, amendment, or waiver to this Agreement, and no cancellation, change, or return of any Statement of Work will be binding on either party until agreed in writing by such party’s authorized representative. Service Provider may not rely on any representation, promise, or term not set forth in this Agreement and Customer expressly objects to and rejects all terms not contained in this Agreement. Customer’s acceptance of any Statement of Work, oral or written, is based on the express condition that Service Provider agrees to all terms and conditions of this Agreement, including these Terms and Conditions of Service. Service Provider’s acknowledgment of this Agreement, performance of Services referenced herein, or presentation of an invoice by Service Provider will constitute Service Provider’s acceptance of this Agreement. Capitalized terms used but not defined in this Agreement have the meanings ascribed to them in the applicable Statement of Work executed between Customer and Service Provider.

2. COVERAGE OF AGREEMENT: This Agreement will govern and control all Services provided by Service Provider to Customer, now or in the future, regardless of whether performed under written Statements of Work issued by Customer, other written agreements signed by the parties, and/or verbal requests issued by Customer, and will remain in effect until either party gives the other party at least sixty (60) days’ advance written notice of termination, and on such termination, (i) all Statements of Work and other written agreements between Customer and Service Provider and (ii) all verbal requests issued by Customer will terminate automatically and simultaneously with termination of this Agreement, in each case subject to the terms thereof. The term “**Customer**” also includes Customer’s employees, agents, officers, directors, successors, and assigns. The term “**Service Provider**” refers to the entity or person providing Services to Customer, its employees, agents, subcontractors, suppliers, and all other persons performing Services on Service Provider’s behalf. The term “**Services**” wherever appearing in this Agreement means all services, work, or labor of any kind furnished or performed by Service Provider under this Agreement and any subsequent amendments, changes, or modifications hereof.

3. CONTRACT PRICE; TERMS OF PAYMENT; TAXES: The cost of and terms of payment for Services performed by Service Provider will be specifically stated in the applicable Statement of Work. Service Provider will pay all contributions, taxes, and premiums payable under central, state, and local laws measured on the payroll of employees engaged in performance of Services under this Agreement, including unemployment compensation premiums and all excise, transportation, occupational, and other taxes applicable to receipts under this Agreement and on all Services furnished.

4. TITLE TO GOODS; RELATIONSHIP OF PARTIES: Title to all goods delivered by or for Customer will remain at all times solely in Customer. Service Provider will act as Customer’s agent for performing duties under this Agreement in connection with the entry and release of goods, post-entry services, filing export/import documentation on Customer’s behalf, and other dealings with government agencies requiring filings on Customer’s behalf; as to all other Services, Service Provider will at all times be an independent contractor with respect to such other Services and not an agent or employee of Customer, and Service Provider will have no authority to make any statements, representations, or commitments of any kind on Customer’s behalf or to take any action which will be binding on Customer, except as expressly provided for herein or authorized in writing by Customer. Any such other Services provided by Service Provider will be carried on by Service Provider according to its own methods subject only to specifications and agreements outlined in this Agreement and any applicable Statement of Work. Service Provider will have full and exclusive control of its employees engaged in the performance of any such other Services.

5. INSPECTION: Service Provider will or will cause its subcontractors and agents to inspect all goods before import and export shipment to confirm proper packaging and documentation and will notify Customer promptly if it discovers any discrepancies or damage. Notwithstanding any inspection, testing, or prior payment, all Services will be subject to Customer’s inspection and approval within a reasonable time after completion to ensure compliance with specifications, but such approval will not relieve Service Provider of its duty to ensure proper performance of Services, for which it is solely responsible. Customer’s right to perform inspections will not constitute a reservation by Customer of the right to control Service Provider’s work. Customer reserves the right to reject and refuse any Services that do not comply with the terms of this Agreement or Customer’s specifications.

6. SERVICE PROVIDER’S RESPONSIBILITIES:

- a. **TIME IS OF THE ESSENCE IN THIS AGREEMENT.** Service Provider will perform Services diligently and complete Services in accordance with the provisions of this Agreement.
- b. As part of the Services, Service Provider will prepare and submit customs entries, export/import declarations, applications, documentation, and/or export/import data (“**Documentation**”) to government agencies and/or third parties, including but not

limited to carriers, truckmen, cartmen, lightermen, forwarders, ocean transportation intermediaries, non-vessel operating carriers, customs brokers, agents, warehousemen, and others to whom goods are entrusted for transportation, cartage, handling, delivery, and/or storage (“**Third Parties**”). Service Provider will be entitled to rely on the correctness of all Documentation provided by Customer, whether in written or electronic format. Customer will review all Documentation provided by it to Service Provider and will promptly advise Service Provider of any errors, discrepancies, incorrect statements, or omissions it discovers on any Documentation filed on Customer’s behalf by Service Provider. Service Provider will use reasonable care to ensure the correctness of all such information in preparing, filing, and submitting Documentation, whether in written or electronic format, and will be liable for all violations, fines, and penalties as a result of Service Provider’s provision of Services under this Agreement. The parties acknowledge that Customer may disclose to Service Provider confidential information about the business and operations of Customer, its affiliates, and/or divisions in the course of the performance of Services. Service Provider agrees that it and its officers, employees, subcontractors and agents will protect such confidential information from disclosure and will not disclose or use any such confidential information except for the purpose of providing the Services, without Customer’s express written permission. Service Provider will ensure that each of its officers, employees, subcontractors and agents are made aware of the confidentiality obligations contained in this Agreement and agree to comply with such obligations. Service Provider will be responsible for any breach by any of its officers, employees, subcontractors, and/or agents of the confidentiality obligations contained in this Agreement.

c. Service Provider agrees to extend credit to Customer for payment of Indian Customs import duties, taxes, and other charges for immediate release of cargo/goods, and Service Provider will invoice Customer for charges on a monthly basis. Service Provider will itemize each entry separately on monthly invoicing.

d. Customer will maintain all records required under the Customs and/or other laws and regulations of the Republic of India. Service Provider will maintain records as required under applicable laws.

e. Service Provider will be under no obligation to undertake any pre-Customs and post-Customs release actions, including but not limited to obtaining rulings, advising of liquidations, and/or filing of petition(s) and/or protest(s), unless (1) requested by Customer in writing and agreed in writing by Service Provider or (2) required to correct its errors or omissions in the Services.

f. All bills of lading prepared and/or issued by Service Provider will specify the number of pieces, packages, and/or cartons being transported in such shipment.

7. CHANGES AND EXTRAS: Customer reserves the right to make changes to Services by written request to Service Provider. Before proceeding with any Services involving possible claims for extra compensation, Service Provider will submit in writing to Customer a detailed proposal related to the projected increase or decrease caused by such contemplated change and secure from Customer a written document describing the changes and fixing Service Provider’s compensation therefor. If the parties cannot promptly agree on the change in price and/or that the matters under discussion constitute a change in Services, Customer may, in its sole discretion, order Service Provider to proceed under protest in accordance with Customer’s interpretation of the matter in dispute. The parties will then continue to negotiate an agreement. Service Provider will not make any changes in Services (regardless of net cost effect) without Customer’s prior written consent.

8. INDEMNITY: Service Provider will be responsible to the fullest extent permitted by applicable law to indemnify, defend, and hold Customer and its affiliates, officers, directors, and employees harmless from and against all claims, losses, suits, damages, liabilities, settlements, expenses, and costs (including but not limited to reasonable attorneys’ fees and other costs of litigation) that directly or indirectly arise from or relate to (1) breach or violation by Service Provider of any term of this Agreement, including any warranty or guarantee provided by Service Provider under this Agreement, including those which are implied; (2) sickness, disease, death, or injury (“**Injuries**”) to any person, including but not limited to those Injuries that result concurrently from Customer’s negligence; or (3) injury to property (including loss of use) of Customer or others arising out of or connected with performance of Services, including but not limited to those that result concurrently from Customer’s negligence; provided, however, that Service Provider will have no obligation to indemnify Customer for claims or losses described in clauses 8(2) and/or 8(3) above that arise solely from Customer’s negligence or intentional misconduct. Service Provider may not make any admissions or enter any settlements without Customer’s prior written consent. The parties will reasonably cooperate in the defense of claims under this Clause. Customer reserves the right to provide counsel of its own choosing at its own expense.

9. INSURANCE: Service Provider will maintain and require its subcontractors to maintain in effect through the entire term of this Agreement insurance coverage (in an “occurrence” policy form) with insurance companies and in amounts satisfactory to Customer in its sole discretion insuring: (a) Service Provider’s indemnity obligations under this Agreement; (b) workers’ compensation for occupational diseases and Injuries sustained by Service Provider’s employees or employees of its subcontractors as required by law; and (c) Service Provider’s and/or Customer’s liability for property damage or Injuries sustained by any person, including Service Provider’s employees, which was in any manner caused by, arising from, or related to Services performed by Service Provider and/or the condition of Customer’s land, buildings, equipment, or vehicles, regardless of whether the alleged Injury or damage was caused or alleged to be caused in whole or part by Customer’s conduct. Before performing any Services, Service Provider will furnish certificates of insurance in the standard ACORD or similar form showing “McWane India Private Limited, its parent and affiliates” as

certificate holder and including a: (i) statement that notice of cancellation will be provided in accordance with insurance policy provisions; (ii) statement that the certificate holder is additional insured on the policies for occurrences arising from or related to the Services; and (iii) waiver of all rights of subrogation against the certificate holder. Policies maintained under this Clause will be primary, not excess or contributory, to any other applicable policies Customer might have. The insurance required by this Clause will not limit Service Provider's liability to Customer under this Agreement or limit the rights or remedies available to Customer at law or in equity. If Customer, in writing, requests Service Provider to procure insurance on Customer's behalf regarding goods, Service Provider will procure such insurance and Customer will pay all premiums and costs of procuring such insurance.

10. WARRANTIES AND GUARANTEES: Service Provider warrants that all Services will: (a) be of good quality; (b) conform to the requirements of this Agreement and Customer's specifications; (c) be free from defects in workmanship; and (d) be performed by qualified and competent personnel in a professional manner using the highest standards of quality and workmanship. Service Provider will obtain from subcontractors, for Customer's benefit, all available warranties and guarantees with respect to workmanship furnished. If a subcontractor seeks to defend on grounds that Service Provider committed error, Customer may enforce this warranty against Service Provider and Service Provider will resolve all such issues with the subcontractor. This warranty will survive Customer's acceptance of Services. Service Provider further represents that (i) it has the full legal capacity to enter into this Agreement and to perform its obligations under it, and has taken all action necessary to authorize such execution and delivery and the performance of such obligations; (ii) the Agreement constitutes a legal, valid, and binding obligation, enforceable against it in accordance with the terms of the Agreement; and (iii) the execution and delivery of the Agreement and the performance of the obligations under it do not and will not conflict with any applicable laws or violate any provision of Service Provider's constitutional documents.

11. DEFAULT; REMEDIES: Each of the following constitutes an event of "Default" by Service Provider: (i) failure to complete Services within the time or with the quality specified or guaranteed in this Agreement; (ii) failure to comply with any provisions of this Agreement including breach of any warranty or guarantee; or (iii) adjudication of Service Provider as bankrupt or Service Provider's making a general assignment for the benefit of creditors or appointment of a receiver on account of Service Provider's insolvency. Upon Service Provider's Default, Customer may immediately, in addition to any other right or remedy it may have at law or in equity: (1) terminate the relationship and the Agreement and/or any pending Statement of Work with Service Provider and obtain a return of all money already paid to Service Provider for Services not yet provided, or, at its sole option and without liability to Service Provider, suspend Services until Service Provider furnishes satisfactory evidence that such Default has been cured; (2) finish Services or correct any non-conformity at Service Provider's expense by whatever method Customer deems expedient; (3) procure same or similar Services from another source, in which case Service Provider will be liable to Customer for any additional costs or expenses incurred by Customer; or (4) require Service Provider to correct or cure any non-conformity at Service Provider's expense. Service Provider agrees to cooperate with Customer in any way reasonably required to complete Services. In such case, Customer will pay for that portion of Services previously completed by Service Provider, subject to the terms and provisions above. In addition to its other remedies, Customer will have a right of set-off and may withhold from time to time out of monies due Service Provider, amounts sufficient to fully compensate Customer for any loss or damage resulting from any Default or breach by Service Provider. As an alternative, Customer may, in its sole discretion, extend the completion schedule or waive any deficiencies in performance; provided, however, that no such waivers or extensions will be binding unless in writing and signed by Customer's authorized representative. Customer will have the right at any time to require adequate assurances of Service Provider's performance. In any action or proceeding between the parties, the prevailing party will be entitled to recover all its reasonable attorneys' fees, expenses, and other costs of litigation.

12. COMPLIANCE WITH LAWS: In the performance of this Agreement, Service Provider will comply with all applicable central, state, and local laws, codes, regulations, and ordinances, including but not limited to all applicable: (a) environmental laws; (b) international trade laws, including but not limited to laws and regulations regarding customs, export controls, economic sanctions, trade embargoes, anti-boycott restrictions, and anti-corruption laws, including but not limited to the U.S. Foreign Corrupt Practices Act (as amended), the United Kingdom Bribery Act and the (Indian) Prevention of Corruption Act, 1988; (c) laws and regulations addressing human trafficking and slavery; and (d) equal employment opportunity laws, regulations, and requirements and laws prohibiting discrimination against any person because of veteran status, disability, race, creed, color, national origin, religion, age, or sex in any term or condition of employment, which are incorporated herein by this reference. Service Provider will obtain, at its sole expense, all necessary permits and licenses as required by applicable law before beginning Services and make copies of all such permits and licenses available to Customer upon request. Without limiting the statement above, prior to beginning Services under this Agreement, Service Provider will provide to Customer a copy of the license obtained by it under the Customs Brokers Licensing Regulations, 2018 or any other preceding or succeeding law regulating the conduct of customs house agents/customs brokers/freight forwarders.

13. CONTROLLING LAW; CONSENT TO VENUE; DISPUTE RESOLUTION: This Agreement and all rights and obligations hereunder will be governed by and construed in accordance with the laws of the Republic of India, without regard to its conflicts of law provisions.

The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. All disputes, claims, or controversies (“**Dispute**”) between the parties arising out of or relating to this Agreement, including but not limited to Disputes based on or arising from an alleged tort, will be resolved by binding arbitration under the International Chamber of Commerce (“**ICC**”) Rules, which are deemed to be incorporated by reference into this clause. The number of arbitrators will be three (3), chosen as follows: the ICC will designate a panel of ten (10) potential arbitrators knowledgeable in the subject matter of the Dispute. Each party will designate, within thirty (30) days of receipt of the list of potential arbitrators, one of the potential arbitrators to serve, and the two arbitrators so designated will select a third arbitrator from the eight remaining candidates. The seat, or legal place, of arbitration will be New York, New York, USA, and the language to be used in the arbitration will be English. By agreeing to arbitration, the parties do not intend to deprive any competent court of its jurisdiction to issue a pre-arbitral injunction, pre-arbitral attachment, or other order in aid of the arbitration proceedings or the enforcement of any award. Subject to applicable laws, any interim or provisional relief ordered by any competent court may be vacated, continued, or modified by the arbitral tribunal on the application of either party. Notwithstanding the foregoing, Customer reserves the right to resolve or bring any action for temporary restraining order, preliminary injunctive relief, or permanent injunctive relief in a court of competent jurisdiction in the courts of Coimbatore, India, and the parties irrevocably agree that the exclusive venue for all such actions, except when the Dispute is arbitrated, will be the courts of Coimbatore, India, to which jurisdiction each party irrevocably submits. Each party waives any objection or defense that it is not personally subject to jurisdiction of the courts of Coimbatore, India; that venue of the action is improper; and that the action, suit, or proceeding is brought in an inconvenient forum. In addition to any other mode of service of process authorized by law, each party consents to service of process by registered or certified mail. Service Provider is not entitled to suspend, defer, or modify the performance of Services or any of its other obligations or responsibilities under this Agreement and will continue to perform or fulfill them pending resolution of any Dispute. This Clause 13 will survive termination of this Agreement.

14. LIMITATION OF LIABILITY: All claims against Service Provider for a potential or actual loss will be made in writing, sent by certified mail, and received by Service Provider within ninety (90) days of the event giving rise to the claim. Service Provider will make every effort to resolve claims as soon as possible. All suits against Service Provider will be filed and properly served on Service Provider as follows: (a) for claims arising out of ocean transportation, within one (1) year from the date of the loss; (b) for claims arising out of air transportation, within two (2) years from the date of the loss; (c) for claims arising out of the preparation and/or submission of an import entry or export shipment, within one (1) year from the date of discovery; and (d) for claims of any other type, within two (2) years from the date of the loss or damage. Service Provider assumes no liability as a carrier unless Service Provider physically handles and carries the shipment and the loss, damage, expense, or delay occurs during such carriage activity, in which case, Service Provider will be liable for all such loss, damage, expense, or delay.

15. MISCELLANEOUS:

- a. **LIENS:** Subject to Customer’s payment as provided in this Agreement, Service Provider will pay, satisfy, and discharge all mechanics’, suppliers’, materialmen’s, and other liens and all claims, obligations, and liabilities which may be asserted against Customer or its property by reason, or as a result, of Service Provider’s acts or omissions in performance of Services governed or controlled by this Agreement.
- b. **SUBLETTING AND ASSIGNING:** Service Provider may not assign this Agreement, or any Statement of Work issued under this Agreement, or subcontract or delegate any part of Services to be performed for Customer without Customer’s prior written consent. Consent will not relieve Service Provider from any obligations under this Agreement or any Statement of Work. Any transferee or subcontractor will be considered Service Provider’s agent and, as between Customer and Service Provider, Service Provider will remain liable as if no such transfer or subcontract had been made. Any attempted assignment, subcontract, or delegation in violation of this Clause is void; however, this Agreement and the terms and conditions contained herein are enforceable against Service Provider’s successors and permitted assigns.
- c. **LABOR RELATIONS:** Service Provider will promptly make all reasonable efforts to prevent or resolve any strikes or other labor disputes among its employees or the employees of its subcontractors. If a labor dispute occurs, Service Provider will take all reasonable actions to minimize any disruption of performance of Services. Service Provider will immediately advise Customer in writing of any possible labor dispute which may affect performance of Services.
- d. **WAIVER:** No waiver of any provision, right, or remedy contained in this Agreement, including the terms of this Clause, is binding on or effective against a party unless expressly stated in writing and signed by each party’s authorized representative. Each party agrees that no right or remedy provided for in this Agreement can be waived through course of dealing, course of performance, or trade usage and that reliance on any waiver without the other party’s written consent is unreasonable. Waiver of any breach will be limited to the specific breach so waived and will not be construed as a waiver of any subsequent breach. A party’s approval or consent to any action proposed by the other party will not be considered an agreement to the propriety, fitness, or usefulness of the proposed action, and will not affect the proposing party’s obligation to strictly comply with this Agreement and all related Statements of Work.
- e. **FORCE MAJEURE:** Other than as set forth in this Agreement, neither party will be liable for delays in performance caused by acts of God, strikes or labor disturbances, pandemics or epidemics, or other delays in performance due to any event beyond the

party's control. If any such event occurs, the period for the party's performance affected by the event will be extended for such period as reasonably required under the circumstances.

f. **CUMULATIVE NATURE OF REMEDIES:** Customer's remedies under this Agreement are cumulative and in addition to any other remedies available to Customer, whether at law, equity, or otherwise.

g. **SEVERABILITY:** If any provision or part of a provision contained in this Agreement is held by a court of competent jurisdiction to be contrary to law or public policy, the remaining provisions of the Agreement will remain in full force and effect.

h. **NOTICES:** Any notice, request, demand, or other communication from one party to the other required or permitted to be given under this Agreement will be sent to the address for each party indicated on the applicable Statement of Work and (i) delivered in person; (ii) sent by overnight service (signature required); or (iii) sent via email with confirmation of delivery. All notices will be effective on the date of receipt. Parties may change such notice addresses on written notice to the other party. In the case of notice to Customer, please also send a copy to:

McWane, Inc.
2900 Hwy 280 S, Suite 250
Birmingham, AL 35223
USA
Attn: General Counsel

i. **CONSTRUCTION:** No provision of this Agreement may be construed against either party as the drafting party. The English language version of this Agreement will govern over any translations.

Exhibit B
CUSTOMS POWER OF ATTORNEY AND DESIGNATION AS FORWARDING AGENT/CUSTOMS BROKER

This Agreement is entered into effective as of _____, 20__, (“**Effective Date**”) by and between **McWane India Private Limited (“Grantor”)** and _____. The parties agree as follows:

Grantor constitutes and appoints _____, through its licensed officers and authorized employees (collectively referred to as “**Agent**”), to act for and on Grantor’s behalf as a true and lawful agent and attorney of Grantor for and in the name, place and stead of Grantor in the Republic of India (“**Customs Territory**”) either in writing, electronically or by other authorized means to:

1. Make, endorse, sign, declare or swear to any customs entry, withdrawal, declaration, certificate, bill of lading, shipping bill, carnet or any other document required by law or regulation in connection with the importation, exportation or transportation of any merchandise in or through the Customs Territory, shipped or consigned by or to Grantor;
2. Perform any act or condition which may be required by law or regulation in connection with merchandise deliverable to Grantor and to receive such merchandise;
3. Make endorsements to bills of lading conferring authority to transfer title, make entry or collect drawback and to make, sign, declare or swear to any affidavit or other document which may be required by law or regulation for drawback purposes, including but not limited to any statement, supplemental statement, schedule, supplemental schedule, certificate of delivery, certificate of manufacture, certificate of manufacture and delivery, abstract of manufacturing records, declaration of proprietor on drawback entry or declaration of exporter on drawback entry, regardless of whether such bill of lading, sworn statement, schedule, certificate, abstract, declaration, or other affidavit or document is intended for filing in the Customs Territory;
4. Sign, seal, and deliver for and as the act of Grantor any bond required by law or regulation in connection with the entry or withdrawal of imported merchandise or merchandise exported with or without benefit of drawback or in connection with the entry, clearance, lading, unloading or navigation of any vessel or other means of conveyance owned and operated by Grantor and any and all bonds which may be voluntarily given and accepted under applicable laws and regulations, consignee’s and owner’s declarations provided for under customs laws of the Customs Territory, or affidavits in connection with entry of merchandise;
5. Sign and swear to any document and perform any act that may be necessary or required by law or regulation in connection with entering, clearing, lading, unloading or operation of any vessel or other means of conveyance owned or operated by Grantor;
6. Generally, transact customs business, including filing of claims or protests under the (Indian) Customs Act, 1962, or pursuant to other laws of the Customs Territory, in which Grantor is or may be concerned or interested and which may properly be transacted or performed by an agent and attorney; and
7. Act within the Customs Territory as Grantor’s lawful agent to sign or endorse export documents, including but not limited to commercial invoices, bills of lading, insurance certificates, drafts and any other documents necessary for the completion of an export on Grantor's behalf as may be required under laws and regulations in the Customs Territory.

This power of attorney is intended to give Agent full power and authority to do anything whatever requisite and necessary to be done regarding customs services and freight forwarding in the Customs Territories as fully as Grantor could do if present and acting, hereby ratifying and confirming all that Agent lawfully does by virtue of this Agreement and within the parameters set forth herein.

This Agreement will remain in full force and effect for twelve (12) months following the Effective Date unless earlier revoked in writing by Grantor or terminated as provided in the Terms and Conditions.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.

McWane India Private Limited
“Grantor”

“Agent”

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____