

SFS Forwarder & Customs Terms & Conditions

Version: 3.0 (2026-03-09)

Legal Entity & Address: Simply Forward Solutions, LLC, 342 N Water Street, Suite 600, Milwaukee, WI 53202; Ops: Operations@simplyforwardsolutions.com; 262-281-4105.

DEFINITIONS

Company means Simply Forward Solutions, LLC. Customer means the party for which Company renders services, including shippers, importers, exporters, consignees, and their agents. Documentation means all information received from Customer. Third Parties include carriers, truckers, forwarders, customs brokers, warehousemen, and others entrusted with the Goods.

SECTION 1. AGENCY & SCOPE

For customs filings and export documentation, Company acts as Customer's agent. For transportation arrangement, Company acts as an independent contractor broker, not a motor carrier or freight forwarder with carrier liability.

SECTION 2. QUOTATIONS; RELIANCE ON INFORMATION

Quotes are non-binding until confirmed in writing. Company relies on information furnished by Customer and is held harmless for errors or omissions in Customer-supplied data. Customer must review and promptly correct documents and declarations.

SECTION 3. INSURANCE

Company has no obligation to procure insurance unless requested and confirmed in writing; Customer pays all premiums.

SECTION 4. THIRD-PARTY LIMITATIONS; DECLARED VALUE

Third parties may limit their liability. Upon written request and payment of applicable charges, Company will request declared value. Absent such request, third-party limits apply.

SECTION 5. LIMITATION OF LIABILITY

Except as required by law, Company is liable only for its own negligent acts that are the direct and proximate cause of loss, capped at the lesser of Customer's actual loss or \$50 per shipment/transaction unless additional coverage is agreed in writing. In no event shall Company be liable for consequential, incidental, special, or punitive damages.

SECTION 6. CLAIMS & LIMITATIONS

All claims must be made in writing within 90 days of the event. Suits must be filed within the time limits prescribed by applicable mode-specific law and international conventions. For motor carriage, cargo claims lie against the motor carrier under the Carmack Amendment; Customer must file with the carrier within 9 months of delivery or scheduled delivery.

SECTION 7. CHARGES; LIEN; COLLECTION

All charges are due as invoiced and not subject to offset. Company has a general lien on Goods for unpaid charges. Company is entitled to collection costs and reasonable attorneys' fees for unpaid balances.

SECTION 8. GOVERNING LAW; DISPUTE RESOLUTION

Wisconsin law governs. Disputes shall be resolved by binding arbitration administered by AAA under its Commercial Rules in Milwaukee, Wisconsin, before a single arbitrator; prevailing party is entitled to reasonable attorneys' fees and costs.

SECTION 9. NOTICES; RECORDS

Email notices are effective upon transmission without bounce-back. Company retains records as required by law but does not serve as Customer's recordkeeper unless expressly agreed.

SECTION 10. ENTIRE AGREEMENT; AMENDMENTS

These Terms supersede prior terms for the same services. Amendments must be in writing and signed, or issued by Company with notice and continued use constituting acceptance.