

## **TERMS AND CONDITIONS OF CONTRACT – DOMESTIC TRANSPORTATION & INTERNATIONAL AIR**

1. In tendering this shipment, the Shipper agrees to these Conditions of Contract of Carriage, which no agent or employee of the parties may alter. This shipping document (waybill or bill of lading as appropriate) is non-negotiable and has been prepared by the Shipper. The Shipper certifies and represents to Forwarder that the information inserted on the face of this shipping document is complete and accurate. NOTE: “Shipper” on this contract means the party from whom the shipment is received, the party who requested the shipment be transported by Forwarder, any party having an interest in the shipment, and any party who acts as an agent for any of the above including any third-party that is responsible for payment of the freight charges, in whole or in part. As used in this contract, Forwarder means SecureGlobal Logistics Inc and its authorized agents. This shipping document supersedes and negates any claimed, alleged or asserted oral or written contract, promises, representation or understanding between the parties with respect to this shipment.
2. Carriage is subject to the rules set forth in the most recent SecureGlobal Logistics Inc Rules and Regulations Publication, which is available for inspection and incorporated into this contract by reference.
3. Collect on Delivery (COD) Service is provided under the following conditions: a) Shipper must identify the shipment as a COD shipment by entering the amount to be collected in the “Shipper’s COD” box on the front of this document; b) Shipper must specify the type of payment to be received (e.g. company check, money order or cashier’s check) in the “Shipper’s COD” box on the front of this shipping document (cash is not an acceptable form of payment), c) Shipper must mark COD on each container or package, and d) Shipper understands and agrees that Forwarder is not responsible for the form of payment and does not guarantee nor verify that a check, money order, cashier’s check or other financial instrument is valid or negotiable. Payments are collected at Shipper’s risk.
4. Any person or entity that is a Shipper as defined in paragraph 1, including without limitation the Consignor and Consignee shall be liable jointly and severally for all unpaid charges payable on account of this shipment and will pay or indemnify Forwarder for claims, fines, penalties, damages, costs (storage, handling, re-consignment, return of freight to Shipper, etc.), or other sums which may be incurred by Forwarder by reason of any violation of this contract or any other default of the Shipper or Consignee or their agents. Forwarder shall have a lien on any goods shipped for failure to pay charges payable on account of this shipment pursuant to this contract. Forwarder may refuse to surrender possession of the goods until such charges are paid.
5. This shipment is subject to inspection by Forwarder, but in no event is Forwarder obligated to perform such inspection.
6. Forwarder will not accept a Declared Value on the goods unless specific written instruction from Shipper providing the amount of protection requested has been received

by Forwarder in sufficient time prior to shipment from point of origin, in order to secure additional protection.

7. In the event the Shipper does not elect to declare value on, and to pay for additional protection on all of a shipment, SecureGlobal Logistics Inc liability for any losses, damages or delays to such shipment shall be limited in accordance with the provisions of this document and SecureGlobal Logistics Inc's Rules and Regulations Publication. The cost of Declared Value Protection and the charge of SecureGlobal Logistics Inc for arranging the same shall be at Shipper's expense.
8. Forwarders liability is limited to the greater of \$50.00 per shipment or \$0.50 per pound, of cargo actually lost, damaged, miss-delivered or otherwise adversely affected, unless a higher value is declared, additional protection is purchased and additional charges paid as set forth in this document and SecureGlobal Logistics Inc's Rules and Regulations Publication. In no event shall Forwarder's liability on any shipment exceed the actual invoice value of the goods adversely affected. Declared Values for carriage in excess of \$0.50 per pound, or \$50.00 per shipment, whichever is greater, shall be subject to additional charges for the valuation declared. All Declared Value Protection terminates upon delivery of goods to destination named on the front of this document. The Shipper must declare the value for every shipment tendered to SecureGlobal Logistics Inc and pay an excess valuation charge for additional protection or SecureGlobal Logistics Inc's liability is limited to \$.50 per pound or \$50.00 per shipment, whichever is greater. Where Declared Value Protection has been purchased, unless each piece of the shipment has a Declared Value stated and is specifically identified on the SecureGlobal Logistics Inc waybill, bill of lading, or Shipper's letter of instruction, as appropriate, at the time of the shipment, and is so identified on the delivery receipt as being lost, damaged, destroyed, or otherwise affected at time of delivery, the "average declared value" of the shipment shall be determined by first dividing the total Declared Value of the shipment by the total weight of the shipment. This figure, multiplied by the packaged weight of the piece(s) adversely affected, shall then establish the maximum amount of SecureGlobal Logistics Inc's liability. The total Declared Value amount must be inserted in the "Declared Value" box on the front of this document. SecureGlobal Logistics Inc' liability shall in no event exceed the actual invoice value of the goods adversely affected.
9. Forwarder shall not be liable for loss, damage, delay or monetary loss of any type caused by: Acts of God; public authorities acting with actual or apparent authority; strikes; labor disputes; weather; mechanical failures; aircraft failures; civil commotions; acts or omissions of customs or quarantine officials; the nature of the freight or any defects thereof; public enemy's; hazards incident to a state of war; acts of terrorism; and by acts, defaults or omissions of the Shipper or Consignee for any reason, including the failure to observe the terms and conditions of the contract of carriage contained in this document and in SecureGlobal Logistics Inc's Rules and Regulations Publication, and including but not limited to improper packaging, marking, incomplete/inaccurate shipping instructions and the rules relating to freight not acceptable for transportation or freight acceptable only under certain conditions outlined herein. Forwarder reserves and does not waive any defense available to it in law or equity as to any particular shipment.

10. Forwarder will not be held liable for damages to protective containers, crates or packaging material.
11. Forwarder SHALL NOT BE LIABLE IN ANY EVENT FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, INCOME, INTEREST, UTILITY OR LOSS OF MARKET, WHETHER OR NOT FORWARDER HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.
12. Overcharge claims must be received in writing by Forwarder within 180 days after date of acceptance of the shipment by Forwarder. For shipments that are transported entirely by ground transportation, claims (except concealed loss/damage claims) for loss or damage to shipments must be made within 270 days of the shipping date, and suit must be initiated against SecureGlobal Logistics Inc within two years after the date of denial of the claim on such shipments. Notification on all other claims (except concealed loss/damage claims) must be received in writing by Forwarder within 120 days after Consignee accepted or anticipated delivery of the shipment and in full compliance with the applicable law governing presentation of loss and damage claims. Concealed loss/damage claims (i.e., claims for loss or damage discovered by the consignee after delivery and after a clear receipt has been given) must be received in writing by Forwarder within 15 days after delivery, or if perishables, verbally within 48 hours followed by a formal claim presentation within 15 days after delivery. For all claims, Forwarder must be allowed the privilege to make inspection of the shipment and the container(s) and packaging material(s) at place of delivery. No claims will be entertained until all transportation charges have been paid. Claims may not be deducted from transportation charges and no claims may be deducted from any charges owed Forwarder. On all other shipments legal action to enforce a claim must be brought within one year after the claim has been denied in writing by Forwarder, in whole or in part. Forwarder reserves and does not waive any and all defenses to any claim including those relating to the timing, manner, and method of its presentment.
13. If this is an International shipment, a) all rules relating to liability as established by the Warsaw Convention shall apply, b) In carriage to which the Warsaw Convention does not apply, Forwarders liability shall not exceed U.S. \$20.00 per kilogram or the equivalent on goods lost, damaged or delayed, unless a higher value is declared or insurance is purchased by the Shipper and a supplementary charge paid, c) Forwarder accepts this shipping document as a Shipper's letter of instruction with authorization to prepare and sign on Shipper's behalf an international shipping document, d) Forwarder reserves the option to act as agent of the air carrier, instead of as a forwarder, in which event the direct air carrier's tariffs shall apply to this shipment and SecureGlobal Logistics Inc's liability, if any, shall not extend beyond when the shipment is tendered to the air carrier, and e) the Shipper may select, by inserting on the face of this shipping document, cargo coverage based on the Declared Value for carriage or insurance coverage as may be available at the time of shipment. For carriage to which neither the Warsaw Convention nor the Montreal Convention applies, Carrier's liability limitation shall not be less than the per kilogram monetary limit set out in Carrier's tariffs or general

conditions of carriage for cargo lost, damaged or delayed, provided that any such limitation of liability in an amount less than 17 SDR per kilogram will not apply for carriage to or from the United States.

14. All invoices not paid within 30 days of invoice date will be subject to a charge of 1.5% per month. Interest will begin accruing after 30 days.

15. Other than matters properly submitted to binding arbitration, should Forwarder bring or in any way be involved in legal action for the enforcement of this contract or for any reason whatsoever including, but not limited to, any action directly or indirectly related to arranging transportation, securing Declared Value protection, handling, loading or unloading of the shipment referred to in this document or of collection of any sums due and payable to Forwarder, Forwarder shall be entitled to its reasonable Attorney's fees and costs. It is further stipulated that the court venue, in the event of litigation, will be in the state or federal courts of Harris County, in the state of Texas. This document is deemed entered into by Shipper and SecureGlobal Logistics Inc in Houston, Harris County, Texas.

16. In the event this shipment is tendered to Forwarder on a straight bill of lading or any other shipping document, these conditions of contract of carriage will supersede any rules and regulations contained on the shipping document on which the freight was tendered to Forwarder. These conditions of contract of carriage shall extend to shipments via air, via ground, or via water where SecureGlobal Logistics Inc is not acting as an NVOCC.

#### **INDIRECT AIR CARRIER STANDARD SECURITY PROGRAM**

Cargo items tendered for air transportation are subject to aviation security controls by air carriers and when appropriate, other government regulations. Copies of all relevant shipping documents showing the cargo's consignee, description, and other relevant data will be retained on file until the cargo completes its air transportation.