

# SHIPPER'S LETTER OF INSTRUCTION

THANK YOU FOR SHIPPING VIA



**1a. U.S. PRINCIPAL PARTY IN INTEREST (USPPI) (Complete name and address)** (SHIPPER)

ZIP CODE

**1b. USPPI EIN (IRS) NO.** (TAX I.D.)

**1c. PARTIES TO TRANSACTION**  
 Related  Non-related

**2. ULTIMATE CONSIGNEE (Complete name and address)**

**FORWARDING AGENT (Complete name and address)**

**EXPRESS AIR FREIGHT UNLTD, INC.**  
**CORPORATE HEADQUARTERS**  
**147-20 184TH STREET**  
**JAMAICA, NEW YORK 11413-4043**  
**Toll Free Tel: 1-800-878-0303**  
**Toll Free Fax: 1-888-878-0303**

**3. COUNTRY OF ULTIMATE DESTINATION**

**6. SHIPMENT REFERENCE NO.**

**4. HAZARDOUS MATERIALS** IF YES, U.S. LAW REQUIRES THE SHIPPER TO PREPARE AND SIGN THE RESTRICTED ARTICLES STATEMENT.  
 YES  NO

**7. ROUTED EXPORT TRANSACTION**  
 YES  NO

**4A. DOES THIS SHIPMENT CONTAIN**  
 YES  NO  
Lithium Ion Batteries / Lithium Metal Batteries / Shipment Does NOT Contain Lithium Batteries

**8. SHIPPER REQUESTS INSURANCE**  
 YES - AMOUNT \$ \_\_\_\_\_  NO

**5. MODE OF TRANSPORTATION**  
 AIR  OCEAN  C.O.D. AMT. \$ \_\_\_\_\_

**INSURANCE:** FOR AN ADDITIONAL CHARGE, THE SHIPPER MAY PURCHASE INSURANCE ON THE GOODS COVERED BY THIS DOCUMENT BY WRITING SUCH VALUE IN THE "INSURANCE AMOUNT" BOX

**10. SCHEDULE B DESCRIPTION OF COMMODITIES**

PCS	D / F OR M	SCHEDULE B NUMBER (Commodity)	QUANTITY - SCHEDULE B UNIT (S)	SHIPPING WEIGHT (Kilograms)	PCS	L	W	H	VALUE (U.S. dollars, omit cents) (Selling price or cost if not sold)
PCS				WEIGHT					

MANDATORY: SHIPPER (USPPI) MUST SIGN & PRINT LINES 14 & 15 BELOW

**DOCUMENTS INCLUDED**

COMMERCIAL INVOICE  
 CERTIFICATE OF ORIGIN  
 PACKING LIST  LETTER OF CREDIT  
 BANKING SIGHT DRAFT  R.A. STATEMENT  
 EXPORT LICENCE  IMPORT LICENSE

**DOCUMENTS TO BE PREPARED**

PRO FORMA INVOICE  EXPORT LICENSE  
 CONSULAR INVOICE  INSURANCE CERTIFICATE  
 CERTIFICATE OF ORIGIN  BANKING (Sight Draft)  
 OTHER: \_\_\_\_\_

By signing the below, you hereby authorize *Express Air Freight Unltd., Inc.* to act as power of attorney in all capacities as export forwarding agent.  
 By signing below we hereby authorize *Express Air Freight Unltd., Inc.* consent to screen / search and inspect all cargo tendered under this shippers letter of instruction. In addition we hold *Express Air Freight Unltd., Inc.* blameless for loss, damage or delay due to opening any cargo, resulting physical inspection, repackaging or any impact on transit time associated with this screening. We understand that *Express Air Freight Unltd., Inc.* is prohibited by law to tender cargo on any aircraft without this consent.

**11. These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations.**  
 Ultimate destination => \_\_\_\_\_ <- Diversion contrary to U.S. law prohibited.

**12. LICENSE NO. / LICENSE EXCEPTION SYMBOL / AUTHORIZATION** **13. ECCN (When required)** **13a. AOG Shipment Pharma / Temp Controlled Shipment**

**14. Print Name of Duly authorized officer or employee** The USPPI authorizes the forwarder named above to act as forwarding agent for export control and customs purposes.

I certify that all statements made and all information contained herein are true and correct and that I have read and understand the instructions for preparation of this Shippers Letter of Instruction. I understand that civil and criminal penalties, including forfeiture and sale, may be imposed for making false or fraudulent statements herein, failing to provide the requested information or for violation of U.S. laws on exportation (13 U.S.C. Sec. 305; 22 U.S.C. Sec. 401; 18 U.S.C. Sec. 1001; 50 U.S.C. App. 2410).

Confidential - For use Solely for official purposes authorized by the Secretary of Commerce (13 U.S.C. 301(g))

**15. Signature** **16. Title** **17. Date** **19. AUTHENTICATION (When required)**

**18. Telephone No. (Include Area Code)** **20. E-mail address**

SHIPPER ACCOUNT NO.

**9. DATE** **ORIGIN**

WAYBILL NUMBER

On receipt of the shipment described below, *Express Air Freight Unltd. Inc.* is requested and authorized to act as agent for the shipper, prepare and issue carrier's air waybill, sign such air waybill in the name of the undersigned, consign such shipment for carriage to destination or for onward carriage and delivery by any other transportation organization in accordance with the terms and conditions contained in carrier's air waybill, tariffs, rules and regulations, and *Express Air Freight Unltd. Inc.'s* provisions thereof limiting liability to the shipper's "declared value for carriage", and to prepare and execute in shippers name any documents required for export.

**FORM OF PAYMENT (If no form of Payment is indicated, the Shipper shall be liable for charges)**

PREPAID  COLLECT  CASH ON PICK UP  
 FREE DOMICILE  PayPal  CREDIT CARD # \_\_\_\_\_ EXP. DATE \_\_\_\_\_

I AUTHORIZE THE ABOVE CREDIT CARD TO BE DEBITED FOR THIS TRANSACTION

GOODS RECEIVED IN APPARENT GOOD ORDER AT:

SHIPPER DOOR  AIRPORT TERM  CARRIER ADVANCE  EXPRESS AIR FREIGHT TERMINAL

TIME \_\_\_\_\_ DATE \_\_\_\_\_ NO. OF PCS \_\_\_\_\_ RECEIVED BY \_\_\_\_\_

By signing the above, you hereby authorize *Express Air Freight Unltd., Inc.* to act as power of attorney in all capacities as export forwarding agent.  
*EXPRESS AIR FREIGHT UNLTD. INC.* LIABILITY FOR LOSS OR DAMAGE IS LIMITED TO \$9.07 PER POUND PER PRICE. IN NO EVENT WILL *EXPRESS AIR FREIGHT UNLTD. INC.* LIABILITY EXCEED \$5,000. **MEXICO:** *EXPRESS AIR FREIGHT UNLTD. INC.* LIABILITY IN CONNECTION WITH SURFACE MOVEMENT OF SHIPMENTS TO / FROM MEXICO IS LIMITED TO U.S. \$0.50 PER LB FOR LESS THAN TRUCKLOAD OR U.S. \$0.27 PER TON FOR FULL TRUCKLOAD. THESE LIMITS OF LIABILITY REPLACE AND ARE IN LIEU OF THE LIMITS STIPULATED UNDER THE WARSAW CONVENTION. THE SHIPPER GUARANTEES PAYMENT OF ALL COLLECT CHARGES IN THE EVENT THE CONSIGNEE REFUSES PAYMENT. THE SOLE RESPONSIBILITY OF *EXPRESS AIR FREIGHT UNLTD. INC.* IS TO USE REASONABLE CARE IN THE SELECTION OF CARRIERS, FORWARDERS, AGENTS AND OTHERS TO WHOM IT MAY ENTRUST THE SHIPMENT.

PLEASE READ THE TERMS, CONDITIONS AND LIMITATIONS OF LIABILITY ON PAGE 3 OF THIS FORM

\*\*Printed with Terms & Conditions

# DIRECTORY OF OFFICES

[www.expressairfreight.com](http://www.expressairfreight.com)

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**Accounting:**  
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**Miami, Florida Office**  
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**EXPRESS AIR FREIGHT UNLIMITED, INC.  
INTERNATIONAL CONDITIONS OF AIR CARRIAGE**

These **International Conditions of Air Carriage** apply only to shipments other than any shipment (a “Domestic U.S. Shipment”) that originates in, is destined for, and does not include an ultimate destination or stop outside of the United States or any U.S. territory, possession, or commonwealth. For Domestic U.S. Shipments, please see the **Express Air Freight Unlimited, Inc. U.S. Terms and Conditions**.

**NOTICE CONCERNING CARRIER’S LIMITATION OF LIABILITY**

If the carriage involves an ultimate destination or stop in a country other than the country of departure, the Montreal Convention or the Warsaw Convention may be applicable to the liability of the Carrier in respect of loss of, damage or delay to cargo, and may limit such liability.

**CONDITIONS OF CONTRACT**

1. In this contract and the Notices appearing hereon:

CARRIER includes the direct or indirect air carrier issuing this air waybill and all carriers that carry or undertake to carry the cargo or perform any other services related to such carriage.

SPECIAL DRAWING RIGHT (SDR) is a Special Drawing Right as defined by the International Monetary Fund.

WARSAW CONVENTION means whichever of the following instruments, is applicable to the contract of carriage:

the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929;

that Convention as amended at The Hague on 28 September 1955;

that Convention as amended at The Hague 1955 and by Montreal Protocol No. 1, 2, or 4 (1975) as the case may be.

MONTREAL CONVENTION means the Convention for the Unification of Certain Rules for International Carriage by Air, done at Montreal on 28 May 1999.

2./2.1 Carriage is subject to the rules relating to liability established by the Warsaw Convention or the Montreal Convention unless such carriage is not “international carriage” as defined by the applicable Conventions.

2.2 To the extent not in conflict with the foregoing, carriage and other related services performed by each Carrier are subject to:

2.2.1 applicable laws and government regulations;

2.2.2 provisions contained in the air waybill, Carrier's conditions of carriage and related rules, regulations, and timetables (but not the times of departure and arrival stated therein) and applicable tariffs of such Carrier, which are made part hereof, and which may be inspected at any airports or other cargo sales offices from which it operates regular services. The Carrier's conditions of carriage include, but are not limited to:

2.2.2.1 limits on the Carrier's liability for loss, damage or delay of goods, including fragile or perishable goods;

2.2.2.2 claims restrictions, including time periods within which shippers or consignees must file a claim or bring an action against the Carrier for its acts or omissions, or those of its agents;

2.2.2.3 rights, if any, of the Carrier to change the terms of the contract;

2.2.2.4 rules about Carrier's right to refuse to carry;

2.2.2.5 rights of the Carrier and limitations concerning delay or failure to perform service, including schedule changes, substitution of alternate Carrier or aircraft and rerouting.

3. The agreed stopping places (which may be altered by Carrier in case of necessity) are those places, except the place of departure and place of destination, set forth on the face hereof or shown in Carrier's timetables as scheduled stopping places for the route. Carriage to be performed hereunder by several successive Carriers is regarded as a single operation.

4. For carriage to which the Montreal Convention does not apply, Carrier's liability will be solely for direct damage to goods lost, damaged or delayed and such liability will be limited to 19 SDRs per kilogram unless a greater per kilogram monetary limit is provided in any applicable Convention or in Carrier's tariffs or general conditions of carriage, or unless a higher value is declared by the shipper and a supplementary charge paid.

5./5.1 The shipper guarantees payment of all charges for the carriage due in accordance with Carrier's tariff, conditions of carriage and related regulations, applicable laws (including national laws implementing the Warsaw Convention and the Montreal Convention), government regulations, orders and requirements.

5.2 When no part of the consignment is delivered, a claim with respect to such consignment will be considered even though transportation charges thereon are unpaid.

6./6.1 For cargo accepted for carriage, the Warsaw Convention and the Montreal Convention permit shipper to increase the limitation of liability by declaring a higher value for carriage and paying a supplemental charge if required.

6.2 In carriage to which neither the Warsaw Convention nor the Montreal Convention applies Carrier shall, in accordance with the procedures set forth in its general conditions of carriage and

applicable tariffs, permit shipper to increase the limitation of liability by declaring a higher value for carriage and paying a supplemental charge if so required.

7./7.1 In cases of loss of, damage or delay to part of the cargo, the weight to be taken into account in determining Carrier's limit of liability shall be only the weight of the package or packages concerned.

7.2 Notwithstanding any other provisions, for "foreign air transportation" as defined by the U.S. Transportation Code:

7.2.1 In the case of loss of, damage or delay to a shipment, the weight to be used in determining Carrier's limit of liability shall be the weight which is used to determine the charge for carriage of such shipment; and

7.2.2 in the case of loss of, damage or delay to a part of a shipment, the shipment weight in 7.2.1 shall be prorated to the packages covered by the same air waybill whose value is affected by the loss, damage or delay. The weight applicable in the case of loss or damage to one or more articles in a package shall be the weight of the entire package.

8. Any exclusion or limitation of liability applicable to Carrier shall apply to Carrier's agents, employees, and representatives and to any person whose aircraft or equipment is used by Carrier for carriage and such person's agents, employees and representatives.

9. Carrier undertakes to complete the carriage with reasonable dispatch. Where permitted by applicable laws, tariffs and government regulations, Carrier may use alternative carriers, aircraft or modes of transport without notice but with due regard to the interests of the shipper. Carrier is authorized by the shipper to select the routing and all intermediate stopping places that it deems appropriate or to change or deviate from the routing shown on the face hereof.

10. Receipt by the person entitled to delivery of the cargo without complaint shall be prima facie evidence that the cargo has been delivered in good condition and in accordance with the contract of carriage.

10.1 In the case of loss of, damage or delay to cargo a written complaint must be made to Carrier by the person entitled to delivery. Such complaint must be made:

10.1.1 In the case of damage to the cargo, immediately after discovery of the damage and at the latest within 14 days from the date of receipt of the cargo;

10.1.2 In the case of delay, within 5 days from the date on which the cargo was placed at the disposal of the person entitled to delivery.

10.1.3 In the case of non-delivery of the cargo, within 30 days from the date of issue of the air waybill, or if any air waybill has not been issued, within 30 days from the date of receipt of the cargo for transportation by the Carrier.

10.2 Such complaint may be made to the Carrier whose air waybill was used, or to the first Carrier or to the last Carrier or to the Carrier, which performed the carriage during which the loss, damage or delay took place.

10.3 Unless a written complaint is made within the time limits specified in 10.1 no action may be brought against Carrier.

10.4 Any rights to damages against Carrier shall be extinguished unless an action is brought within two years from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.

11. Shipper shall comply with all applicable laws and government regulations of any country to or from which the cargo may be carried, including those relating to the packing, carriage or delivery of the cargo, and shall furnish such information and attach such documents to the air waybill as may be necessary to comply with such laws and regulations. Carrier is not liable to shipper and shipper shall indemnify Carrier for loss or expense due to shipper's failure to comply with this provision.

12. No agent, employee or representative of Carrier has authority to alter, modify or waive any provisions of this contract.

### **INTERNATIONAL CONDITIONS OF CARRIAGE**

13. **Supplemental Definitions.** As used throughout this contract:

13.1 "International Conditions of Air Carriage" means the "Conditions of Contract" set forth in Paragraphs 1-12 herein, as supplemented by Paragraphs 13-32 herein.

13.2 "Forwarder" means Express Air Freight Unlimited, Inc.

13.3 "Shipment" and "shipment" mean all pieces which are tendered to and are accepted by Carrier on a single airbill.

13.4 "Shipper" and "shipper" mean the party that tendered the Shipment, requested the Shipment be transported by Carrier, has an interest in the Shipment, or acts as an agent for any of the above.

13.5 The term "this contract" means the face of Forwarder's Airbill and Forwarder's International Conditions of Carriage.

13.6 The term "conveyance" means any steamer, vessel, barge, aircraft, truck, trailer, or rail car, or any connecting conveyance while in the ordinary course of transit by land, sea, or air.

14. **Agreement to Terms.** By tendering a Shipment to Forwarder or arranging with Forwarder for a Shipment's transportation or signing Forwarder's Airbill, Shipper agrees to all of

Forwarder's International Conditions of Carriage. In case of a conflict between any of the terms set forth in 1-12 herein and 13-32 herein, the terms set forth in 13-32 shall control. In case of conflict between Forwarder's International Conditions of Carriage and the tariff of Forwarder, the tariff shall control. In case of a conflict between a separate written agreement between Forwarder and Shipper and Forwarder's International Conditions of Carriage or any tariff, the terms of the separate written agreement shall control. Tariffs are available at all Forwarder offices for inspection and upon request by Shipper. In the event any Shipment is tendered to Carrier on a straight bill of lading or any other shipping document, Shipper agrees that Forwarder's International Conditions of Carriage, as well as the terms and conditions in the tariff of Carrier shall supersede any rules, regulations or contractual terms contained on the shipping document on which the Shipment was tendered.

15. **Completion of Airbill and Packaging.** Shipper certifies and represents to Carrier that the information inserted on the face of Forwarder's Airbill is complete and accurate. Shipper warrants that each package in the Shipment is properly, accurately, and completely described on the shipping document, is properly classified, marked, labeled, and addressed, is packaged adequately to protect the enclosed goods to insure safe transportation with ordinary care and handling, and except as noted, is in good order and condition. For articles shipped in unenclosed containers, Carrier shall not be liable for damage or loss unless mishandling and/or loss is evident and is so noted on the delivery receipt at the time of delivery. NOTE: Any Shipment in which delivery is made in exchange for a clear delivery receipt shall be prima facie evidence of having received ordinary care in handling.

16. **Limitations on Liability.**

16.1 Carrier shall not be liable for any loss, damage, misdelivery, delay, non-delivery not caused by its own negligence, or any loss, damage, delay, misdelivery, or non-delivery caused by the act, default or omission of Shipper, the consignee, or any other party that claims an interest in the shipment; the nature of the shipment or any defect, characteristic, or inherent vice thereof; act of God, perils of the air, public enemies, public authorities acting with actual or apparent authority of law, acts, or omissions of customs or quarantine officials, riots, strikes, civil commotions, hazards incident to a state of war, weather conditions, or delay of aircraft or other vehicles used in providing transportation services; acts of omissions of any Carrier or other entity or person to which a shipment is tendered by Forwarder for transportation beyond that provided by Forwarder, regardless of whether the Shipper requested or had knowledge of such third party delivery arrangement.

16.2 The following articles shall not be accepted for carriage: any Shipment prohibited by law; household goods and/or personal effects; original works of art, antiques, bonds, coins of any kind, currency, currency equivalents, furs, fur clothing, gems or stones (cut or uncut), industrial diamonds, gold or silver, coined concentrates, jewelry (other than costume jewelry), pearls, precious metals, securities (negotiable), time sensitive written material (for example, bids, contract proposals, etc.), when the declared value exceeds fifty U.S. cents (US\$0.50) per pound; or one-of-a-kind articles or models, prototypes, valuable rugs (that is, Oriental rugs, Persian rugs) and prints or lithographs when the total declared value of the Shipment exceeds five hundred U.S. dollars (US\$500.00) or when the declared value exceeds \$0.50 per pound, per

piece. Carrier shall not be liable for any loss, damage, delay, liabilities or penalties resulting from the transportation of any of the foregoing articles, however described or misdescribed in Forwarder's Airbill, and no employee or agent of Carrier has any authority to accept for transportation such articles or to waive the limitations herein contained.

16.3 Under no circumstances shall Carrier be liable for punitive or exemplary damages, or special or consequential damages or other indirect loss, however arising whether or not Carrier has knowledge or should have had knowledge that such damages might be incurred, including, but not limited to loss of profits, income, interest, utility or loss of market.

16.4 While Forwarder shall endeavor to provide delivery in accordance with regular delivery schedules Forwarder shall not, except as the Convention may otherwise require, under any circumstances, be liable for delay in pick up, transportation or delivery of any shipment regardless of the cause of the delay.

17. **Declared Value.** Shipper assumes all risk of any loss, damage, or delay in excess of the liability limitations set forth herein unless a higher value is declared on the front of this airbill and the additional applicable charges are paid to Forwarder. If Shipper sends more than one piece on an airbill, Shipper shall specify the declared value for each piece; otherwise, the declared value for each piece shall be determined by dividing the total declared value by the number of pieces on the airbill. The maximum declared value per Shipment is one hundred thousand U.S. dollars (US\$100,000.00), and any effort to declare a value in excess of this maximum, except by obtaining written authorization from a corporate officer of Forwarder, shall be null and void. Regardless of the value declared, the number of Shipments transported by Carrier, or the number of distinct shippers affected by a disaster, accident, or other event, Carrier's liability for loss, damage, or delay shall not be more than one million U.S. dollars (US\$1,000,000.00) by any one conveyance, or in any one place, or at any one time, or in any one disaster, accident, or other occurrence. Regardless of the value declared, Carrier's liability for loss, damage or delay shall not exceed the Shipment's repair cost, depreciated value or replacement cost, whichever is less.

18. **Claims Procedures.**

18.1 Except as noted in 5.2, no claim shall be processed by Carrier until all transportation charges have been paid. The amount of a claim may not be deducted from the transportation charges.

18.2 In the event of a claim the Shipment, its container(s), and its packing material shall be made available to Carrier for inspection at the delivery location shown on the Airbill. Written notice as required herein shall be dispatched to Forwarder at the following address: Express Air Freight Unlimited, Inc., Attention: Claims Dept., 147-20 184th Street, Jamaica, NY 11413.

19. **Overcharges and Duplicate Payments.** Claims for overcharges or duplicative payments shall be made in writing and are extinguished unless received by Forwarder within one (1) year after the date of acceptance of the shipment by Forwarder.

20. **Right of Inspection and Screening.** Shipper hereby consents to a search or inspection of the cargo, including screening of the cargo, by Carrier, the Transportation Security Administration of the U.S. Department of Homeland Security (“TSA”), or other authorized government authorities. Carrier is not obligated to open and inspect the contents of any Shipment. Carrier shall have the right to refuse any article, the transportation of which is prohibited by its tariffs or by applicable law, orders or regulations, or the transportation of which, in Forwarder’s judgment, would be unsafe. If such Shipment should be accepted or transported, Carrier reserves the right to remove it and, if necessary, to abandon it. Where circumstances permit, such Shipment shall be stored at Shipper’s expense pending receipt of disposition instructions from Shipper.

21. **Right to Reject, Re-Route, or Use Different Mode of Transportation.**

21.1 Carrier reserves the right to reject any Shipment for any reason whatsoever, including but not limited to, safety or security concerns. It is agreed that no time is fixed for the completion of carriage hereunder and that Carrier may, without notice and for any reason, (a) substitute alternate carriers or other means of transportation (including ocean and/or ground transportation) and (b) select the routing or deviate from that shown on the face hereof. Carrier assumes no obligation to forward the goods by any specified carrier, transportation mode, or route or to make connection at any point according to any particular schedule, and Carrier is hereby authorized to select, or deviate from, the transportation mode(s), carrier(s), or route(s), notwithstanding that the same may be stated on the face hereof. Shipper, consignee, and owner, jointly and severally guarantee payment of all charges and advances arising in such instances.

21.2 If Shipper requests motor carrier service or if Forwarder decides that Shipper’s shipment should be transported by motor carriage rather than air for all or part of the transportation, Forwarder shall arrange with authorized motor carrier(s) to perform such transportation, which shall be done either as exempt carriage as defined by 49 U.S.C. § 13506(a)(8), or, if not exempt, as “contract carriage” within the meaning of 49 U.S.C. § 13102(4)(B) on the same cargo liability limitations and terms as contained in Forwarder’s International Conditions of Carriage. Shipper expressly waives all rights and remedies it may have as to Forwarder and its subcontractor motor carriers under 49 U.S.C. Subtitle IV, Part B (excluding §§ 13703, 13706, 14101, and 14103) to the full extent permitted by 49 U.S.C. § 14101(b)(1), each as amended from time to time.

22. **Hazardous Materials/Dangerous Goods.** Shipper shall limit all packages containing hazardous materials/dangerous goods to the materials and quantities authorized for air transportation under the U.S. Department of Transportation (“USDOT”) hazardous materials transportation regulations (49 C.F.R. Parts 171, 172, and 173) and the current edition of the International Air Transport Association (“IATA”) Dangerous Goods Regulations (together “HM/DG Regulations”). Shipper shall ensure that each Shipment requiring a Shipper’s Declaration of Dangerous Goods under the IATA Dangerous Goods Regulations is accompanied by properly executed Declaration documents in conformity with the requirements of such IATA Regulations. Shipper shall also ensure, and Shipper hereby certifies, that, before tendering any Shipment containing hazardous materials/dangerous goods to Carrier, the contents of this consignment are fully and accurately described on the shipping papers by proper shipping name; are not prohibited for transport by air by the HM/DG Regulations; and are properly classified,

packaged, marked, and labeled, and in proper condition for carriage by air as required by the HM/DG Regulations. Shipper hereby declares that all of the applicable air transport requirements have been met. This Paragraph shall apply regardless of the routing or transportation mode by which the Shipment is transported. Carrier reserves the right to reject any Shipment containing any known or suspected dangerous goods.

23. **Storage.** If for any reason, it is impossible for Carrier to complete this contract or if the consignee fails to accept delivery of the Shipment or any part thereof, Carrier shall notify Shipper and then may store the goods at the storage rates provided in its tariffs or, at its option may store the goods in the public warehouse in which event the storage rates charges by such warehouse shall apply. Goods which remain unclaimed for a period of thirty (30) days from the date of notice to Shipper may be sold by Carrier at public or private sales and the proceeds of such sale may be applied against any outstanding freight charges, advances or charges of any kind which are due. Any balance remaining after payment of such charges shall be remitted to Shipper, the consignee, or owner. However, Shipper, consignee, and owner shall remain jointly and severally liable to Carrier for any deficiency should the proceeds of such sales be insufficient to offset all charges due Carrier with respect to the goods. Shipper and consignee agree jointly and severally to indemnify Carrier and to hold carrier harmless against all loss and expense, including attorney's fees of whatever nature brought by any other owner or other person having an interest in the goods sold under this provision.

24. **Custom Duties and Other Fees.** Carrier is authorized (but shall be under no obligation) to advance any duties, taxes, or charges and to make any disbursements with respect to the goods, and Shipper, owner and consignee shall be jointly and severally liable for the reimbursement thereof. Carrier shall be under no obligation to incur any expense or to make any advance in connection with the forwarding or reforwarding of the goods except against repayment by Shipper. If it is necessary to make customs entry of the goods at any place, the goods shall be deemed to be consigned at such place to the person named on the face hereof as customs consignee or, if no such person be named, to such customs consignee as Carrier may designate.

25. **Lien Rights.** Forwarder shall have a lien on any and all documents and Shipments of Shipper under Forwarder's actual or constructive possession or control for monies owed to Forwarder with regard to the Shipment on which the lien is claimed, prior Shipment(s) or both. In the event Forwarder exercises its lien it shall notify Shipper of the exact amount of monies due and owing by Shipper. Forwarder shall also notify Shipper of all storage and continuing charges accruing on Shipments subject to Forwarder's lien. Forwarder may refuse to surrender possession of the Shipment(s) until such charges are paid. Forwarder shall release its lien upon receipt of payment by Shipper of the total amount due. In the event Shipper does not satisfy Forwarder's lien within fifteen (15) days of Forwarder's exercise of the lien, Forwarder shall have the right, but not the obligation, to sell such Shipment(s) at public or private sale or auction without further notice to Shipper.

26. **Payment Term.** All charges are due and payable upon receipt of the invoice. Any payment which is past due shall be subject to an additional charge of one and one-half percent (1-1/2%) per month of the outstanding balance due or the maximum interest rate permitted by

applicable law, whichever is less, together with all collection costs, including reasonable attorney fees, incurred by Carrier.

27. **Severability.** If any provision contained or referred to in Forwarder's Airbill may be contrary to mandatory law, government regulations, orders, or requirements, such provision shall remain applicable to the extent that it is not overridden thereby. The invalidity of any provision shall not affect any other part hereof.

28. **Shipper's Indemnities.** Shipper and consignee shall hold Carrier and its agents harmless for loss/damage/delay or any monetary losses which are a result of auxiliary services including but not limited to local cartage, crating, uncrating, packing, and unpacking which are requested by Shipper or consignee and arranged by Carrier as a customer service unless such services are actually performed by Carrier or its agents. Such limitation of liability shall extend to the selection by Carrier of the providers of the auxiliary services. Auxiliary services are those which are performed prior or subsequent to transportation and which may be billed directly by the provider of the services or by Carrier. Providers of auxiliary services are contractors for Shipper or consignee and not agents of Carrier. Local cartage is the movement of unpackaged/uncrated freight. NOTE: Under no circumstances shall the liability of Carrier for any monetary loss which is a result of any auxiliary services performed by Carrier or its agents be greater than the liability set forth in this contract.

29. **Dispute Resolution and Governing Law.** The Forwarder's International Conditions of Carriage and the services provided by Carrier under Forwarder's Airbill shall be governed by and subject to the applicable federal law of the United States and by the laws of the State of New York, without regard to the choice-of-law rules of New York or any other State. SHIPPER AND CARRIER AGREE THAT ANY CLAIM OR DISPUTE ARISING FROM OR IN CONNECTION WITH THIS CONTRACT, WHETHER UNDER FEDERAL, STATE, LOCAL, OR FOREIGN STATUTES, REGULATIONS, OR COMMON LAW, SHALL BE BROUGHT EXCLUSIVELY IN THE STATE OR FEDERAL COURTS SERVING THE STATE OF NEW YORK. SHIPPER AND CARRIER HEREBY CONSENT TO THE JURISDICTION OF SUCH COURTS. In the event Shipper files an action against Carrier, Shipper hereby consents to any Carrier-instituted transfer of such action to any other venue in which Carrier is a party or subsequently becomes a party to an action concerning loss, damage or delay to the cargo that is the subject of Shipper's action. Should Carrier successfully defend itself or any legal actions brought by any party with an interest in this Shipment, Carrier shall be entitled to reasonable attorney fees and costs. NOTE: In lieu of legal actions, any disputed claim not greater than fifteen thousand U.S. dollars (US\$15,000.00), and all claims arising in the event of bankruptcy of Shipper, shall be settled through binding arbitration submitted to the Transportation Arbitration Board or the American Arbitration Association under its cargo claim arbitration program. An alternative arbitrator is to be selected by Carrier if the claim is unacceptable for arbitration by both of the foregoing arbitration organizations. The parties agree that no consolidated claims or class actions shall be arbitrated.

30. **Domestic Shipments.** In the event that Forwarder's Airbill is used for domestic freight movement (any shipment that originates in, is destined for, and does not include an ultimate destination or stop outside of the United States or any U.S. territory, possession, or

commonwealth), Carrier's limitation of liability for lost, damaged or delayed freight shall be the lesser of: (A) the amount of the damages actually sustained and proven or (B) the greater of \$0.50 per pound multiplied by the weight of the shipment, or \$50.00 per shipment plus freight charges applicable to that part of the Shipment lost, damaged or delayed unless a different declared value is specified by Shipper.

31. **Shipments to Which Convention Does Not Apply, Other Than Domestic Shipments.**

For carriage that is not a domestic shipment as addressed in Paragraph 30 and to which neither the Warsaw Convention nor the Montreal Convention applies, Carrier's limitation of liability for lost, damaged, or delayed freight shall be 19 SDR per kilogram, plus freight charges applicable to that part of the Shipment lost, damaged or delayed unless a different declared value is specified by Shipper.

32. **Cargo Security Requirements.** Shipper acknowledges that Forwarder, like all indirect air carriers, is required by TSA to maintain an air cargo security program. **If Shipper is acting as an agent, authorized representative, broker, carrier, consolidator, or other freight intermediary for any other person or entity,** Shipper shall disclose that fact to Forwarder and shall assist Forwarder in complying with the TSA requirements by enabling Forwarder to obtain any necessary documents from, or otherwise qualify, such other person or entity. If Shipper, as the person who originates and tenders cargo for air transportation or as such person's representative, is an individual (natural person), such person shall advise Forwarder of that fact, and Forwarder shall, if required by law, provide Shipper or such person with a Privacy Act Notice.

33. **Code of Ethics and Business Conduct.** Forwarder is committed to conducting operations with the highest standards of business conduct and ethics. It is important that our customers and suppliers understand that we believe a strong and proactive culture of ethics is critical to all of our success and growth. Forwarder expects all vendors and agents to act within the spirit of our code of ethics and business conduct in order to maintain an ongoing business relationship.