



EXPRESS AIR FREIGHT UNLTD, INC.

Corporate Office: 145-43A 226th Street, Springfield Gardens, New York 11413-4043

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DOMESTIC AIR WAY BILL			SERVICES		ORIGIN	AIRBILL NUMBER	
EXPRESS AIR FREIGHT ACCOUNT NO.			SAME DAY	INT'L LETTER / PARCEL EXPRESS	DATE	MAWB NUMBER	
			NEXT DAY	OTHER		DESTINATION AIRPORT	
			SECOND DAY	NOTE: If a service is not checked, 3-5 day will apply.			
3-5 DAY							
FROM			TO			CHARGES	
(SHIPPER)			(CONSIGNEE)			(CHECK ONE) CASH	
ADDRESS			ADDRESS			PREPAID 3rd PART \$ (Complete "Bill To" area)	
CITY	STATE	ZIP CODE	CITY	STATE	ZIP CODE	COLLECT PAYPAL (Payment on our website)	
CONTACT			CONTACT			CREDIT CARD (Specify)	
SHIPPERS REFERENCE NO.			CONSIGNEE REFERENCE NO.			CREDIT CARD # EXP. DATE	
BILL TO			INSURANCE			Signature	
						X I AUTHORIZE THE ABOVE CREDIT CARD TO BE DEBITED FOR THIS TRANSACTION	
HAZARDOUS MATERIALS THIS SECTION MUST BE FILLED OUT			SHIPPER'S SIGNATURE			C.O.D. \$	
HAZARDOUS MATERIALS IF YES, U.S. LAW REQUIRES THE SHIPPER TO PREPARE AND SIGN THE RESTRICTED ARTICLES STATEMENT.			X SHIPPERS SIGNATURE IS MANDATORY			Initial Here Terms and Conditions	
YES NO			SPECIAL INSTRUCTIONS:			I, the undersigned, by initialing this agreement, do hereby acknowledge that I have read and fully understand the terms and conditions thereof.	
DOES THIS SHIPMENT CONTAIN			Inside Delivery (Extra Charges Apply)			SHIPMENT MAY MOVE VIA MOTOR CARRIER AT CARRIER'S DISCRETION.	
YES Lithium Ion Batteries NO Shipment Does NOT Contain Lithium Batteries			2-Man Delivery (Extra Charges Apply)			IT IS MUTUALLY AGREED THAT THE SHIPMENT DESCRIBED HEREIN IS ACCEPTED ON THE DATE HEREOF IN APPARENT GOOD ORDER (EXCEPT AS NOTED) FOR CARRIAGE AS SPECIFIED HEREIN SUBJECT TO THE TERMS AND CONDITIONS.	
			Uncrate / Remove Debris (Extra Charges Apply)			< SHIPPER MUST COMPLETE ALL INFORMATION ABOVE THIS LINE	
			Saturday Delivery (Extra Charges Apply)			TOTAL CHARGES	
			Sunday Delivery (Extra Charges Apply)			\$	
			AOG shipment (Extra Charges Apply)				
PIECES	DESCRIPTION OF PIECES AND CONTENTS		WEIGHT	(P)	(L)	(W)	(H)
TOTAL	WEIGHTS SUBJECT TO DIMENSIONAL CORRECTION		TOTAL	CUBIC INCHES		DIM WEIGHT	
RECEIVED BY E.A.F. AT:			RECEIVED IN GOOD ORDER EXCEPT AS NOTED FOR EXPRESS AIR FREIGHT BY:		NO. PIECES		TIME
SHIPPER'S DOOR							DATE
EXPRESS AIR FREIGHT TERMINAL							
OTHER							
By signing above we hereby authorize Express Air Freight Unltd., Inc. consent to screen / consent to 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.							
Terms and Conditions							
I, the undersigned, by initialing this agreement, do hereby acknowledge that I have read and fully understand the terms and conditions thereof.							
Initial Here							



Thank you for using **EXPRESS AIR FREIGHT UNLTD, INC.**

**Printed with Terms & Conditions



1-800-878-0303
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EXPRESS AIR FREIGHT UNLIMITED, INC.
U.S. TERMS AND CONDITIONS OF AIR CARRIAGE

These **U.S. Terms and Conditions** apply only to 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. For all other Shipments, please see the **Express Air Freight Unlimited, Inc. International Conditions of Carriage**.

1. **Definitions.** The following definitions apply to both sides of this air waybill ("airbill"): "Forwarder" refers to Express Air Freight Unlimited, Inc. and its respective employees, agents, and independent contractors, and any subcontract carriers, including direct air carriers, indirect air carriers, and motor carriers, utilized by Forwarder to assist with the transportation services. "Shipment" means all pieces that are tendered to and accepted by Forwarder on a single airbill. "Shipper" means both the party that tenders the Shipment (consignor) and, if different, the party that originates the Shipment by directly contacting Forwarder to request transportation. 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.
2. **Agreement to Terms.** In tendering this Shipment, Shipper agrees to all terms of this non-negotiable airbill. It is agreed among the parties involved that the conditions of contract of carriage for this Shipment are governed by Forwarder's tariffs, if any, available for inspection at Forwarder's offices, and which are hereby incorporated into this contract, and a copy of which shall be supplied upon request. Except to the extent of any written contract between Shipper and Forwarder, this shipping document supersedes and negates any claimed, alleged, or asserted oral or written contract, promise, representation, or understanding between the parties with respect to this Shipment. In the event that Shipment is tendered to Forwarder on a straight bill of lading or any other shipping document, Forwarder's rules and regulations, including the provisions hereof, shall supersede any rules and regulations contained on the shipping document on which the freight was tendered. Forwarder's authorized agents and subcontractors shall have the benefit of all terms set forth in this airbill.
3. **Completion of Airbill, Packaging, and Other Requirements.** Shipper certifies and represents to Forwarder that the information inserted on the face of this shipping document is complete and accurate. Shipper warrants and certifies, with respect to each package in this Shipment, that the contents of this consignment are fully and accurately described on this shipping document by the proper shipping name, and are classified, packaged, marked, and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. Shipper hereby declares that all of the applicable air transport requirements have been met. For articles shipped in unenclosed containers, Forwarder shall not be liable for damage/loss unless mishandling and/or loss is evident and is so noted on the delivery receipt at time of delivery.

4. **Right to Reject.** Forwarder reserves the right to reject any Shipment for any reason whatsoever, including but not limited to, safety or security concerns.
5. **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 HM/DG Regulations. Shipper shall also ensure, and Shipper hereby certifies, that, before tendering any Shipment containing hazardous materials/dangerous goods to Forwarder, 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. Forwarder reserves the right to reject any Shipment containing any known or suspected dangerous goods.
6. **Custody and Liability.** Forwarder's care, custody, and control over the Shipment shall commence when the Shipment is safely received by Forwarder or its Subcontractor or authorized agent, and shall terminate when delivered to the consignee, owner or any other party entitled to receive the Shipment or to such other destination as Shipper may designate. Forwarder or any of its authorized agents and subcontractors shall be liable for any cargo loss, damage or delay for any air transportation, ground transportation (including over the entire route), storage, and any other handling to the extent caused by their respective negligence or willful misconduct.
7. **Liabilities Not Assumed.** 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 KNEW OR HAD REASON TO KNOW THAT SUCH DAMAGES MIGHT BE INCURRED. Due to the nature of the transportation business, Forwarder does not guarantee pick up, transportation, or delivery by a stipulated date or a stipulated time, nor shall Forwarder be liable for the consequences of failure to do so.
8. **Declared Value and Limitation of Liability.** Forwarder's liability, regardless of any actual or alleged negligence and for air transportation, ground transportation (including over the entire route), storage, and other handling, for any loss, damage or delay to the Shipment is limited to the lesser of Shipper's actual damages or fifty U.S. cents

(US\$0.50) per pound per package or fifty U.S. dollars (US\$50.00) per Shipment, unless a higher value is declared on the front of this airbill and the additional applicable charges are paid to Forwarder. Shipper assumes all risk of any loss, damage, or delay in excess of the declared value or liability limitations set forth herein. 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 Express Air Freight Unlimited, Inc., shall be null and void. Regardless of the value declared, the number of Shipments transported by Forwarder, or the number of distinct shippers affected by a disaster, accident, or other event, Forwarder'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, Forwarder's liability for loss, damage, or delay shall not exceed the Shipment's repair cost, depreciated value or replacement cost, whichever is less.

9. **Claims.** The following provisions shall apply to all claims for loss, damage, or delay. Forwarder shall be given notice of any claim for loss or damage in writing within ten (10) calendar days after the delivery the Shipment or, of any claim for delay, within seventeen (17) calendar days of the date of tender to the consignee. The notice of claim shall include complete consignor and consignee information, the airbill reference number, the date of the Shipment, the number of pieces, and the Shipment weight. Failure to provide Forwarder with notice in the manner and within the time limits set forth herein shall result in the claim being denied. Forwarder is not obligated to act on any claim until all transportation charges have been paid. The claim amount may not be deducted from these charges or from any outstanding balance owed to Forwarder without the prior written approval of Forwarder. All of the original shipping containers, packing, packages, and contents shall be available for Forwarder's inspection and retained until the claim is resolved. Except as otherwise provided for herein, receipt of the Shipment by the consignee without written notice of damage on the airbill or delivery receipt shall be considered to be prima facie evidence that the Shipment was delivered in good condition. For claims involving concealed damage not discovered at the time of delivery, Shipper or consignee shall notify Forwarder as promptly as possible after the discovery of the damage, and in any event not later than ten (10) calendar days after the date of delivery. Under no circumstances shall Forwarder be liable for loss, damage, or delay to the external shipping containers used in the transportation of the Shipment. Any lawsuit to enforce a claim shall be brought against Forwarder within two (2) years from the date of delivery of the Shipment or, if no delivery, from the date on which the Shipment should have been delivered. The failure of Shipper to comply with the notice provisions specified herein shall be an absolute bar to any such lawsuit filed against or liability of, Forwarder.

10. **Non-Delivery.** In the event of the failure or inability of the consignee to take delivery of the Shipment, Forwarder shall notify Shipper in writing at the address shown on the shipping document and request disposition instructions. If Shipper fails to provide disposition instructions within thirty (30) calendar days after the date of Forwarder's notice, Forwarder shall return the Shipment to Shipper at Shipper's expense. If Shipper fails to accept delivery of a Shipment thus returned, Forwarder may, upon thirty (30) calendar days written notice to Shipper, dispose of the Shipment at public or private sale and pay itself out of the proceeds to satisfy the transportation and storage charges owing on the Shipment. Any sums collected by Forwarder in excess of such transportation charges shall be paid to Shipper. No sale or disposal pursuant to this rule shall discharge any liability or lien to any greater extent than the proceeds thereof. The Shipper and the consignee shall remain liable, jointly and severally, for any deficiency.
11. **Force Majeure.** Forwarder shall not be liable for failure to perform, 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 and inherent vice of the freight or any defects thereof; public enemies; hazards incident to a state of war; acts of terrorism; any other matters beyond Forwarder's reasonable control, or by acts, defaults or omissions of Shipper or consignee for failure to observe the terms and conditions of the contract of carriage contained in this shipping document, including but not limited to improper packaging, classifying, marking, labeling, incomplete/inaccurate shipping instructions, and failure to observe the rules relating to freight not acceptable for transportation or to freight acceptable only under certain conditions outlined below.
12. **Exceptions to Liability.** 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 (including, but not limited to, 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 fifty U.S. cents (US\$0.50) per pound, per piece. Forwarder 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 this airbill, and no employee or agent of Forwarder has any authority to accept for transportation such articles or to waive the limitations herein contained.
13. **Dimensions.** Rates and charges for this Shipment shall be based on actual or dimensional weight, whichever is greater.

14. **International Shipments.** If this is an international Shipment, all of the following terms shall govern: (a) all rules relating to liability as established by the Warsaw Convention or the Montreal Convention, whichever is deemed applicable, shall apply; (b) except as otherwise provided in Forwarder's tariffs or conditions of carriage and as to carriage to which the Warsaw Convention or Montreal Convention does **not** apply, Forwarder's liability shall not exceed twenty U.S. dollars (US\$20.00) per kilogram or the equivalent of goods lost, damaged, or delayed, unless a higher value is declared by Shipper and a supplementary charge paid; (c) Forwarder accepts this shipping document as Shipper's letter of instructions 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 carrier, instead of as a forwarder, in which event the direct carrier's tariffs shall apply to this Shipment; and (e) Shipper may select by inserting on the face of this shipping document cargo coverage based on insurance and/or declared value for carriage.
15. **C.O.D. Service.** Collect on Delivery (C.O.D.) service is provided under the following conditions: (a) Shipper shall identify the Shipment as a C.O.D. shipment by entering the amount to be collected in the "Shipper's C.O.D. Box" on the front of this shipping document, (b) Shipper shall specify the type of payment to be received (for example, cash, check, money order, or cashier's check) in the "Special Services Box" on the front of this shipping document and (c) Forwarder and Shipper agree that Forwarder does not guarantee nor verify that a check, money order, cashier's check, or other such financial instrument is valid or negotiable. All payments are collected at Shipper's risk. Unless inserted otherwise on the face of this shipping document, the C.O.D. amount of the Shipment shall be deemed to be the declared value for carriage amount. If this declared value for carriage results in an amount in excess of fifty U.S. cents (US\$0.50) per pound, per piece, the Shipment shall be subject to an excess valuation charge. Unless prior arrangements are made, the acceptance of cash by Forwarder and its agents for payment of freight charges and/or C.O.D. amounts is limited to a maximum of two thousand U.S. dollars (US\$2,000.00) per Shipment and/or stop. Payment of freight charges and/or C.O.D. amounts in excess of two thousand U.S. dollars (US\$2,000.00) shall be remitted by cashier's check, certified check, money order, or consignee's check as authorized by Shipper in writing.
16. **Routing, Means of Transportation, and Cargo Liability Limitations.** Forwarder shall have the right to, for any reason, (a) substitute alternate carriers or other means of transportation (including all ground transportation) and (b) select the routing or deviate from that shown on the face hereof. If Shipper requests motor carrier service or if Forwarder decides that Shipper's Shipment should be transported by motor carriage rather than air, Forwarder shall arrange with authorized motor carrier(s) to perform such transportation, which shall be done as "contract carriage" within the meaning of 49 U.S.C. § 13102(4)(B) on the same terms as contained in this Agreement. 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, and Shipper hereby agrees to the cargo liability standards

and limitations set forth in these terms and conditions as to such motor carrier Shipment (including but not limited to Paragraphs 8, 12, 14, and 15).

17. **Inspections.** This Shipment is subject to inspection by Forwarder and others (see Paragraph 22); however, Forwarder is not obligated to perform such inspection, except as may be required by law.
18. **Rates and Charges.** The Shipper and the consignee shall be liable jointly and severally for all unpaid charges payable on account of this Shipment pursuant to this airbill contract and to pay or indemnify Forwarder for claims, fines, penalties, damages, costs (storage, handling, reconsignment, 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 Shipper or consignee or their agents. All invoices not paid within 30 days of invoice date shall be subject to a charge of one and one-half percent (1-1/2%) per month, together with all collection costs incurred by Forwarder, including attorney fees.
19. **Lien.** 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 carrier'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.
20. **Shipper's Indemnities.** Shipper and consignee shall hold Forwarder 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 Forwarder as a customer service unless such services are actually performed by Forwarder or its agents. Such limitation of liability shall extend to the selection by Forwarder 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 Forwarder. Providers of auxiliary services are contractors for Shipper or consignee and not agents of Forwarder. Local cartage is the movement of unpackaged/uncrated freight. **NOTE:** Under no circumstances shall the liability of Forwarder for any monetary loss which is a result of any auxiliary services performed by Forwarder or its agents be greater than the liability set forth in this contract.
21. **Dispute Resolution and Governing Law.** These terms and the services provided by Forwarder under this 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 FORWARDER AGREE THAT ANY CLAIM OR DISPUTE ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, 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 FORWARDER HEREBY CONSENT TO THE JURISDICTION OF SUCH COURTS. In the event Shipper files an action against Forwarder, Shipper hereby consents to any Forwarder-instituted transfer of such action to any other venue in which Forwarder 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 Forwarder successfully defend itself or any legal actions brought by any party with an interest in this Shipment, Forwarder 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 Forwarder 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.

22. **Cargo Security Requirements.** Shipper acknowledges that Forwarder, like all indirect air carriers, is required by the Transportation Security Administration of the U.S. Department of Homeland Security ("TSA") to maintain an air cargo security program. **If Shipper is acting as an agent, authorized representative, broker, carrier, 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. **As required by TSA regulations (49 C.F.R. § 1548.9(b)), Shipper hereby consents to a search or inspection of the cargo, including screening of the cargo.** 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.
23. **Code of Ethics and Business Conduct.** Express Air Freight Unlimited, Inc. 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. Express Air Freight Unlimited, Inc. expects all vendors and agents to act ethically in the conduct of their business in order to maintain an ongoing business relationship.