

Air, Land & Sea Express, Inc.

INTERNATIONAL AND U.S. DOMESTIC AIR WAYBILL TERMS AND CONDITIONS OF CARRIAGE

DEFINITIONS: On this air waybill, " we," " our" and " us" refer to Air, Land & Sea Express, Inc. and its respective employees. " You" and " your" refer to the exporter, importer, consignor, shipper, merchant, consignee, owner of the goods, holder of this air waybill and its/their employees, principals and agents. The term " air waybill" refers to (a) the terms and conditions stated on the front and back of this air waybill, and (b) our air freight tariff(s) and tariff rules and regulations, which are available for inspection upon written request. The word " goods" shall include articles of every kind and description, including their packaging, containers or other shipping units or materials, tendered to us for transportation or described or identified on the face of this air waybill. The words " custodial carrier" shall refer to any carrier, including, but not limited to, airlines or motor carriers that physically handle and/or transport the goods identified in this air waybill.

AGREEMENT TO TERMS: By giving us your shipment, you agree, regardless of whether you sign the front of the air waybill for yourself and/or as agent for and on behalf of any other person having an interest in this shipment, to all terms on this air waybill and any applicable tariff, copies of which are available upon request. Our air waybill is **NON-NEGOTIABLE**, and you acknowledge that it has been prepared by you or by us on your behalf. You warrant that you are the owner of the goods transported hereunder, or the authorized agent of the owner of the goods.

YOUR OBLIGATIONS AND ACKNOWLEDGMENTS:

- (a) You warrant that the goods are packaged adequately to protect them and to ensure safe transportation with ordinary care and handling. You warrant that each package is appropriately labeled and is in good order and condition (except as noted) for the carriage specified in this air waybill. You warrant that the goods are in compliance with all applicable governmental regulations. We shall have no liability for damage to or loss of uncrated, unprotected or improperly packaged goods.
- (b) You warrant that each article in the shipment is properly described on this air waybill and is acceptable for transport by us. You warrant that you marked and addressed the shipment properly to ensure safe transportation with ordinary care in handling. You hereby acknowledge that we may abandon and/or release any item consigned by you to us that we have declared to be unacceptable, including, but not limited to, items listed in Paragraphs 12 and 13 of this air waybill, or any item that you have undervalued for Customs' purposes, or mis-described on this air waybill, whether intentionally or otherwise, without incurring any liability whatsoever to you. You agree that you will be liable for all costs and expenses related to the shipment and for costs incurred in either returning the shipment to you or the warehousing of the shipment, pending final disposition. You are responsible for all charges, including transportation charges, duties, Customs assessments, governmental penalties and fines, taxes, and our attorneys' fees and legal costs related to this shipment.
- (c) You represent and warrant that you shall timely submit all documentation and information required for the transportation, importation and/or exportation of the goods.
- (d) You agree to defend, hold harmless and fully indemnify us against any and all claims, suits, losses, costs, damages (including damages or loss of the goods) or liabilities of any kind whatsoever arising from any breach of your obligations or warranties under this air waybill.

RIGHT OF INSPECTION OF SHIPMENT: We have the right, but not the obligation, to inspect any shipment, including, without limitation, opening the shipment.

FULL FREIGHT EARNED, LIABILITY FOR CHARGES AND LIEN ON ALL SHIPMENTS:

- (a) Full freight charges to the destination airport or point of delivery under the air waybill shall be completely earned upon

receipt of the goods by us, whether or not the freight charges are stated on the front side of this air waybill, or intended to be prepaid, or collected at the destination, and whether or not the goods are damaged, lost or delayed.

(b) You shall be liable, jointly and severally, for all unpaid charges payable on account of goods shipped pursuant to this air waybill as well as for any of our expenses, including attorneys' fees, in connection with claims, or legal proceedings brought by us for collection of charges due to us and/or legal proceedings brought by you, or any third party claiming to have or having the right to possess the goods. All charges shall be paid to us in full without offset, counterclaim or deduction, in the currency specified in our applicable tariff, or if no currency is so specified, in the lawful currency of the United States or, at our option, an equivalent sum in the currency of the place of payment determined at the New York exchange demand rate in effect at the time the goods are delivered. All charges are due within 30 days of the date of the invoice. A service charge of 1½ %, or the maximum allowable by law, per month will be charged on all past due charges exceeding 30 days.

(c) We shall have a general lien on any and all shipments in our possession for all monies due and payable, including, but not limited to, lien costs, collection costs, all freight charges, Customs duties and advances or other charges of any kind arising out of any services we provide.

LIMITATIONS ON LIABILITY, U.S. DOMESTIC SHIPMENTS: In consideration of the service level or rates offered, you agree that we will only be liable for damage, loss or delay resulting from our negligence or fault and that our liability is limited to the lesser of the following: (i) the value of the goods actually damaged, lost, or delayed; (ii) U.S. \$100.00 per shipment; or (iii) in the case of a declared value, the declared value of the goods actually damaged, lost or delayed. In all cases shipments with a declared or insured value in excess of \$5,000.00 requires advanced authorization and an insurance certificate issued, (trip certificate), in the name of the insured must be prepared by Air, Land & Sea Express, Inc. and you must receive a faxed copy for insurance to be effective.

LIMITATIONS ON LIABILITY, INTERNATIONAL SHIPMENTS GOVERNED BY THE WARSAW CONVENTION: If the carriage involves an ultimate destination or stop in a country other than the country of departure, the "Warsaw Convention" may be applicable. The "Warsaw Convention" means the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw 12 October 1929, or that Convention as amended at The Hague, 28 September 1955, or that Convention as amended by the Montreal Protocol No. 4 (1975), whichever may be mandatorily applicable to the shipment. The Warsaw Convention governs and limits our liability in respect of loss, damage or delay to cargo to 17 Special Drawing Rights per kilo, unless a higher value is declared in advance by the shipper and a supplementary charge is paid to us.

LIMITATIONS ON LIABILITY, INTERNATIONAL SHIPMENTS BEFORE OR AFTER "TRANSPORT BY AIR": Subject to the provisions of paragraph 7 above, if the shipment is international in character, but the Warsaw Convention is not mandatorily applicable by force of law, our liability is limited to the lesser of the following: (i) the value of the goods actually damaged, lost or delayed; (ii) U.S. \$0.50 per pound (where no value is declared) multiplied by the number of pounds that are actually damaged, lost or delayed, but not less than U.S. \$50.00 per shipment; or (iii) in the case of a declared value, the declared value of the goods actually damaged, lost or delayed, but not less than U.S. \$50.00 per shipment, for loss, damage or delay before or after "the transport by air"

INSURANCE: Subject to Paragraphs 6, 7 and 8 of this air waybill, limiting our liability, we will make reasonable efforts to effect cargo insurance upon the goods covering the period of transit under this air waybill only after specific written instructions have been received by us in sufficient time prior to the shipment. We do not undertake or warrant that such insurance can or will be placed. If we are able to effect the insurance, it will be placed with one or more insurance companies or other underwriters selected by us. Any insurance so placed shall be governed by the insurance policy issued and shall be effective only when accepted by such insurance companies or underwriters. Should an insurer dispute its liability or fail to pay a claim for any reason, you shall have recourse against the insurer only and we shall not have any responsibility or liability therefore, notwithstanding that the premium upon the policy may not be charged at the same rate as that charged or paid to us by you, or that the shipment was insured under a policy issued in our name. Insurance premiums, which may include our charges for arranging the same, shall be at your expense. You must file a claim as soon as practicable after your discovery of a loss. Submit your claim with supporting documentation to us for transmittal to the insurer. A copy of the applicable policy is available for review upon written request.

LIABILITIES NOT ASSUMED:

- (a) . WE WILL NOT BE LIABLE for your acts or omissions, including, but not limited to, improper or insufficient packing, securing, marking or addressing; for your violation of any terms of this air waybill; for loss or damage to articles not acceptable for transport or prohibited items; or for loss, damage or delay caused by events we cannot control, including, but not limited to, electrical or magnetic injury, erasure, acts of God, perils of the air, weather conditions, mechanical delay of aircraft, acts of public enemies, acts of assailing thieves, war, strikes, civil commotion or acts of public authorities with actual or apparent authority, authority of law, quarantine, riots, strikes, labor disputes and commotions or hazards or dangers incident to a state of war, or noncompliance with delivery or special instructions.
- (b) WE WILL NOT BE LIABLE for delays in pick-up, transportation or delivery of any shipment, regardless of the cause of such delay.
- (c) WE WILL NOT BE LIABLE in any event for any special, incidental, punitive or consequential damages including, but not limited to loss of profits, income, utility, interest or loss of market, whether or not we had knowledge that such damage might be incurred.
- (d) WE WILL NOT BE LIABLE in any event for damage to electronic or photographic images or recordings or data in any form.

FILING A CLAIM:

- (a) It is your responsibility to note in writing any damage or exception to the goods at the time of delivery. Receipt by the person entitled to delivery of the goods without a complaint to us in writing is prima facie evidence that the goods have been delivered in good order and condition and in accordance with all terms and conditions of this air waybill.
- (b) With respect to U.S. domestic shipments and international shipments to which the Warsaw Convention is not mandatorily applicable by force of law, the person entitled to delivery must make a complaint to us in writing, including photographs of any damage, in the case (i) of visible damage to the goods, immediately after the discovery of damage and at the latest within 3 days from the receipt of the goods; (ii) of damage to the goods within 3 days from the date of receipt of the goods; (iii) of delay, within 3 days of the date the goods are placed at his disposal; or (iv) of non-delivery of the goods within 60 days from the date of the issue of the airway bill.
- (b) With respect to international shipments governed by the Warsaw Convention, the person entitled to delivery must make a complaint to us in writing, including photographs of any damage, in the case (i) of visible damage to the goods, immediately after the discovery of damage and at the latest within 14 days from the receipt of the goods; (ii) of damage to the goods within 7 days from the date of receipt of the goods; (iii) of delay, within 21 days of the date the goods are placed at his disposal; or (iv) of non-delivery of the goods within 60 days from the date of the issue of the airway bill.

MATERIAL NOT ACCEPTABLE FOR TRANSPORT: Unless otherwise agreed in advance and in writing, we will not provide transportation for currency - stamps - works of art - jewelry - precious metals - precious stones - bullion - firearms - explosives - weapons - ammunition - cashier's checks - money orders - traveler's checks - antiques - plants - animals - drugs - liquor - tobacco - perishables - contract bid proposals - advertising material - dated promotional material - negotiable instruments in bearer form - lewd, obscene or pornographic materials - industrial carbons and diamonds - IATA restricted articles, including, but not limited to, dangerous goods and hazardous or combustible materials - furs - garments trimmed with furs - live animals - plants - Christmas trees - batteries - cigarettes - tobacco products - human remains and any material prohibited from transport by any law, regulation, or statute of any country or jurisdiction in which the shipment may be carried.

DANGEROUS GOODS AND HAZARDOUS MATERIALS ARE NOT ACCEPTABLE FOR TRANSPORT Unless otherwise agreed in advance and in writing, : You agree that you will not tender DANGEROUS GOODS AND HAZARDOUS MATERIALS to us, including but not limited to cargo that is explosive, flammable, radioactive, caustic, corrosive, poisonous, toxic, under pressure or in any way of a dangerous nature. YOU AGREE TO DEFEND, HOLD HARMLESS AND FULLY INDEMNIFY US AGAINST ANY AND ALL CLAIMS, SUITS, LOSS, DAMAGE OR LIABILITY OF ANY KIND WHATSOEVER RELATING TO THE TENDER OF DANGEROUS GOODS AND

HAZARDOUS MATERIALS.

SUBSTITUTION OF ROUTE, MODE OR EQUIPMENT: You hereby authorize us to choose a custodial carrier or other company to transport this shipment, and our obligation is limited to delivery of your shipment to any such company. Transportation of the shipment is subject to availability of equipment and the available space therein. We shall have the right to (i) substitute alternative custodial carriers or other means of transportation and (ii) select the routing or deviate from that shown on the face hereof.

RIGHT OF REJECTION: We reserve the right to reject a shipment (i) when such shipment, in our judgment, would be likely to cause delay, damage or injury to other shipments, equipment or personnel; (ii) the shipment is prohibited by law; or (iii) the shipment would violate any terms of this air waybill.

FINAL DISPOSITION: In the event of the failure or inability of the consignee to take delivery of the shipment, we will notify you in writing at the address shown on the air waybill and request disposition instructions. If you fail to provide final disposition instructions within 30 days after the date of notification, we will dispose of the shipment at private or public auction and pay out of the net proceeds of the sale for charges due us and remit the balance to the shipper. You, the consignee and any third party, if applicable, remain jointly and severally liable for any deficiency.

INVALID PROVISIONS: If any provision of this air waybill, or any other terms and conditions incorporated by reference, are determined to be invalid or unenforceable, the remainder of this air waybill shall not be affected thereby.

CONSTRUCTION OF TERMS AND VENUE: Unless otherwise consented to, in writing, by us, any legal proceeding against us shall be exclusively brought by you, your assigns or subrogee in the United States District Court, Eastern District, State of Missouri.

TIME FOR SUIT: Except for claims arising under the Warsaw Convention (see Paragraph No. 7 of this air waybill), we shall be discharged of all liability unless suit is brought in the proper forum within one year after the delivery of the goods or the date that the goods should have been delivered. In the event that a one year time period shall be found contrary to any law that is mandatorily or compulsorily applicable, the period that is mandatorily or compulsorily applicable shall apply.

SUBCONTRACTING AND CONSOLIDATION: We shall be entitled to subcontract on any terms the whole or any part of the handling, storage or carriage of the goods and any and all duties whatsoever undertaken by us in relation to this air waybill. We shall be entitled to consolidate the goods with other cargo and to procure the performance of the whole or any part of the carriage by contracting with any person for the movement of a consolidated shipment that includes the whole or any part of the goods. Our servants, agents and subcontractors, including, but not limited to warehousemen, motor truck carriers, indirect air carriers, Air, Land & Sea Express, Inc. (hereinafter "subcontractor(s)") shall have the benefit of each and every provision of this air waybill as if such provisions were expressly for their benefit. We issue this air waybill not only on our own behalf and for our own benefit, but also on behalf of and for the benefit of our subcontractor(s) to the fullest extent permitted by law applicable to "Himalaya Clauses."