



DOMESTIC FREIGHT TERMS AND CONDITIONS

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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, and that this shipping document 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. It is agreed among the parties involved that the conditions of contract of carriage for this shipment are governed by Forwarder's tariffs, available for inspection at Forwarder's offices, and which are hereby incorporated into this contract, and a copy of which will be supplied upon request. NOTE: "Shipper" on this contract means the party from whom the shipment is received, the party who requested the shipment be transported by Forwarder, and party having an interest in the shipment, and any party who acts as an agent for any of the above. 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.
2. 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 will supersede any rules and regulations contained on the shipping document on which the freight was tendered.
3. Shipper warrants that each package in this shipment is properly and completely described on this shipping document, is properly marked and addressed, is packaged adequately to protect the enclosed goods to insure safe transportation with ordinary care in handling, and except as noted, is in good order and condition. 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. NOTE: A 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.
4. At time of delivery, the consignee must note on the delivery receipt any exceptions to the shipping containers that would indicate a discrepancy (shortage in the shipment or damage to the containers). The consignee may not inspect the contents of the shipping containers until the consignee signs for the shipment on the delivery receipt. NOTE: Such notations as "subject to inspection" and "subject to recount" are not exceptions. NOTE: A 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. NOTE: Under no circumstances shall Forwarder be liable for loss and/or damage to external shipping containers of any kind.
5. 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.

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6. Due to the inherent 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.

7. Overcharge claims must be received in writing by Forwarder within one year after date of acceptance of the shipment by Forwarder. Written notification on all other claims (except concealed loss/damage claims) must be received in writing by Forwarder within 30 days after Forwarder accepted the shipment. Notification of 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 12 days after delivery, or if perishables, verbally within 48 hours. For damage claims and concealed loss 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. Claims must be perfected within 180 days after delivery or date delivery was intended. 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. 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.

8. Forwarder's liability, in the absence of a higher declared value for carriage, is limited to a maximum of \$50.00 per shipment or \$0.50 per pound, per piece, of cargo lost, damaged, misdelivered or otherwise adversely affected, whichever amount is greater, but in no event shall amount exceed the actual invoice value of the goods. This limitation is subject to provisions as published in Forwarder's governing tariffs in effect at the time of this shipment. Declared values for carriage in excess of \$0.50 per pound, per piece, shall be subject to an excess valuation charge.

9. Unless each piece of the shipment has a declared value stated and is specifically identified on the Forwarder's shipping document 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, Forwarder shall be liable subject to tariff provisions in effect at the time of the shipment for the "average declared value" of the shipment. 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 amount of Forwarder's liability. The total declared value amount must be inserted in the DECLARED VALUE box on the face of this shipping document. Forwarder's liability shall in no event exceed the actual invoice value of the goods adversely affected.

10. In the event of the failure or inability of the consignee to take delivery of the shipment, Forwarder will notify shipper in writing at the address shown on the shipping document and request disposition instructions. If the shipper fails to provide disposition instructions within 30 days after the date of Forwarder's notice, Forwarder will return shipment to the shipper at the shipper's expense. If the shipper fails to accept delivery of a shipment thus returned, Forwarder may, upon 30 days written notice to the shipper, dispose of the shipment at public or private sale and pay itself out of the proceeds to satisfy the transportation charges owing on the shipment. Any sums collected by Forwarder in excess of such transportation charges will be paid to the shipper. No sale or disposal pursuant to this rule will 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.

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11. 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 failure to observe the terms and conditions of the contract of carriage contained in this shipping document, including but not limited to improper packaging, marking, incomplete/inaccurate shipping instructions and the rules relating to freight not acceptable for transportation of freight acceptable only under certain conditions outlined below.

12. Unless otherwise expressly provided in Forwarder's tariffs and subject to any conditions or restrictions contained therein, the following articles will not be accepted for carriage: any shipment prohibited by law; 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 (e.g., bids, contract proposals, etc.), when the declared value exceeds \$0.50 per pound; household goods and/or personal effects, one-of-a-kind articles or models, prototypes, valuable rugs (i.e., Oriental rugs, Persian rugs) and prints or lithographs when the total declared value of the shipment exceeds \$500.00 or when the declared value exceeds \$0.50 per pound, per piece; and such other articles provided in Forwarder's governing tariffs and/or service guide. 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 shipping document, and no employee or agent of Forwarder has any authority to accept for transportation such articles or to waive the limitations herein contained.

13. Forwarder's liability for aggregate losses at any one time at any one place is limited to \$500,000.00. For shipments having declared values over \$25,000.00, Forwarder must be given advance notice prior to pick up.

14. Rates and charges for this shipment will be based on actual or dimensional weight, whichever is greater.

15. If this is an International shipment, a) all rules relating to liability as established by the Warsaw Convention shall apply, b) except as otherwise provided in Forwarder's tariffs or conditions of carriage, in carriage to which the Warsaw Convention does not apply, Forwarder's liability shall not exceed U.S. \$20.00 per kilogram or the equivalent of goods lost, damaged or delayed, unless a higher value is declared by the shipper and a supplementary charge paid, c) Forwarder accepts this shipping document as a shipper's letter of instructions with authorization to prepare and sign on shipper's behalf an international shipping document, and 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) the shipper may select by inserting on the face of this shipping document cargo coverage based on insurance and/or declared value for carriage.

16. 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. This declared value for carriage amount in excess of \$0.50 per pound, per piece, shall be subject to an excess valuation charge.

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17. Collect on Delivery (C.O.D.) service is provided under the following conditions: a) shipper must 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 must specify the type of payment to be received (e.g. 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.

18. 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 \$1,000.00 per shipment and/or stop. Payment of freight charges and/or C.O.D. amounts in excess of \$1,000.00 must be remitted by cashier's check, certified check, money order, or consignee's check as authorized by the shipper in writing.

19. Forwarder shall have the right to a) substitute alternate carriers or other means of transportation and b) select the routing or deviate from that shown on the face hereof.

20. This shipment is subject to inspection by Forwarder; however, Forwarder is not obligated to perform such inspection.

21. The shipper and the consignee shall be liable jointly and severally for all unpaid charges payable on account of this shipment pursuant to this 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 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. Should Forwarder bring legal action for the enforcement of this contract or collection of any sums due and payable under this contract, Forwarder shall be entitled to reasonable attorney fees and costs.

22. All invoices not paid within 30 days of invoice date will be subject to a charge of 1 1/2% per month.

23. 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 the 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. Provider of auxiliary services are contractors for the shipper or consignee and are not agents for Forwarder. Local cartage is the movement of unpackaged/uncrated freight. NOTE: Under no circumstances will 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 contained in this contract.

24. 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.

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NOTE: In lieu of legal actions, any disputed claim not greater than \$15,000.00 is to 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 the above arbitrators.

25. Shipments are subject to security controls by carriers and, where appropriate, by government agencies. Copies of shipping documents will be retained until the shipment is delivered.

26. Insurance coverage is based on the Forwarder's open insurance policy in effect on the date of the shipment. Failure to properly complete the INSURANCE OPTION on the face of this shipping document shall void the coverage this option affords. Failure to insert at least the full invoice value of the shipment shall reduce any insurance payment proportionately by the applicable percentage that the shipment was so under-insured. There are exceptions and/or special insuring conditions to the insurance option. Contact Forwarder for details, as the cargo insurance policy is subject to limits, terms and conditions and shall be construed to be a contract directly between the shipper and the insurer.

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."

WAREHOUSE RECEIPTS

1. The Customer agrees that the Company shall only be liable for any loss, damage, expense or delay to the goods resulting from the gross negligence or other fault of the Company; such liability shall be limited to \$0.50 per box or \$50.00 maximum, or the fee charged for the services, provided that, in the case of partial loss, such amount will be adjusted pro rata.

2. Where the Company issues its own bill of lading and receives freight charges as its compensation. Customer has the option of paying a special compensation and increasing the limit of Company's liability up to the shipment's actual value; however, such option must be exercised by written agreement, entered into prior to any covered transaction(s), setting forth the limit of the Company's liability and the compensation received.

3. In instances other than in (2) above, unless the Customer makes specific written arrangements with the Company to pay special compensation and declare a higher value and Company agrees in writing, liability is limited to the amount set forth in (1) above.

4. Customer agrees that the Company shall, in no event, be liable for consequential, punitive, statutory or special damages in excess of the monetary limit provided for above.

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COMMON CARRIER

1. The Customer, Shipper and/or Consignee (hereinafter collectively referred to as "Customer") agrees to these TERMS AND CONDITIONS which no agent or employee of the parties may alter. These TERMS AND CONDITIONS shall apply to all shipments scheduled by Customer, unless and until these TERMS AND CONDITIONS are altered or amended by JAG Logistics LLC. (the "Company"). The Company reserves the right, in its sole discretion, to refuse any shipment at any time. The General Rules Tariffs set forth by the chosen Carrier ("Carrier), will in every instance take precedence in all legal proceedings and when applicable, will take precedence over the Company's TERMS AND CONDITIONS stated herein. If not in conflict with the General Rules Tariff set forth by the chosen Carrier, the Company's TERMS AND CONDITIONS as stated herein shall control. Where a customer enters into a separate contractual agreement with the Company, that agreement will take precedence over these TERMS and CONDITIONS.

2. The Customer certifies and represents to Company that the information inserted on the face of the shipping documents are complete and accurate. It is agreed among the parties involved that the conditions of contract of carriage for this shipment are governed by Carrier's tariffs, available for inspection at Carrier's offices, and which are hereby incorporated into this contract, and a copy of which will be supplied upon request.

3. Customer warrants that each package in this shipment is properly and completely described on the shipping documents, is properly marked and addressed, is packaged adequately to protect the enclosed goods to insure safe transportation with ordinary care in handling, and except as noted, is in good order and condition. The Customer is responsible for the warrants and their compliance with all applicable laws, rules, and regulations including but not limited to customs laws, import and export laws and governmental regulation of any country to, from, through or over which the shipment may be carried. Customer further warrants that it is registered and in compliance with the security plan and training requirements, and any amendments related thereto, related to hazardous materials that they might ship, 49 C.F.R. 3172.701-704, AND 49 C.F.R. #172.800-804. Customer further warrants that it will immediately advise Company in the event that its registration and/or compliance with these regulations expires or are terminated. The Customer agrees to furnish such information and documentation as necessary to establish its compliance with all applicable laws, rules and regulations. The Company assumes no liability to the Customer or to any other person for any loss or expense due to the failure of the Customer to comply with this provision and any violation of any law, rule or regulation. Any individual or entity acting on behalf of the Customer in scheduling shipments hereunder warrants that it has the right to act on behalf of the Customer and the right to legally bind Customer. Customer agrees to indemnify Company for any and all claims or damages incurred as a result of Customer's failure to comply with the provisions of this section or any violation of any law, rule or regulation.

4. All Bills of Lading are NON-NEGOTIABLE and have been prepared by the enrolled Customer or by the Company as Customers agent on behalf of the Customer and shall be deemed, conclusively, to have been prepared by the Customer and will bind Customer. Any unauthorized alteration or use of Bills of Lading or tendering of shipment to any Carrier other than that designated by the Company, or the use of any Bill of lading not authorized or issued by the Company shall VOID the Company's obligations to make any payments relating to this shipment or VOID all rate quotes. If the Customer does not complete all the documents required for

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carriage, or if the documents which they submit are not appropriate for the services, pick up or destination requested, the Customer hereby instructs the Company, where permitted by law, to complete, correct or replace the documents for them at the expense of the Customer. However, the Company is not obligated to do so. If a substitute form of Bill of Lading is needed to complete the delivery of the shipment and the Company completes that document, the terms of the Company's original Bill of Lading will govern. The Company is not liable to the Customer or to any other person for any actions taken or not taken on behalf of the Customer under this provision.

5. All Customers are subject to credit approval. Upon credit approval, all charges are payable in US Dollars and are due upon receipt or upon agreed-upon terms. Any payment which is past due shall be subject to an additional charge at the rate of 1-1/2% per month of the average outstanding balance due, or the highest rate of interest permitted by applicable law, whichever is less. Overpayments do not accrue interest and are subject to California State law, including the California Unclaimed Property Act. In the event the Company retains an attorney or collection agency to collect the unpaid charges or for the enforcement of these TERMS AND CONDITIONS, all unpaid charges will be subject to a late payment of 1-1/2% per month. All shippers, consignors, consignees, freight forwarders or freight brokers are jointly and severally liable for the freight charges owed to the Company relating to this shipment and the Company holds a warehouseman's general lien on all tangible personal property for any outstanding balances owed to the Company. The Company reserves the right to amend or adjust the original quoted amount or re-invoice the Customer if the original quoted amount was based upon incorrect information received at the time of the original quote. If additional services by the carrier were required, or as otherwise necessary to perform the pickup, transportation and delivery functions there in, Customer is permitted thirty (30) business days from the date of the invoice to dispute any invoiced charges. If the Company does not receive a dispute within the allowable thirty (30) business days, the disputed item will be denied by the Company.

6. Claims and Limitations of Liability: The Company will process claims in accordance with 49 C.F.R. 370. All claims should be submitted immediately to the Company to help ensure timely resolution. The Company will use commercially reasonable efforts to assist and cooperate with Customer to investigate and process any freight loss or damage claims and any claim of damage to Customer's property occurring in the course of the transportation services rendered to such Customers. The liability for any cargo damage, loss, theft from any cause shall be determined under the Carmack Amendment, 49 U.S.C. 14706. The Company will use the individual Carrier's governing General Rules Tariff which determines the standard liability cargo insurance coverage offered by the Carrier. If the shipment contains freight with a predetermined exception value, as determined by the selected Carrier, the maximum exception liability will override the otherwise standard liability coverage. The maximum amount that Customer will receive on a claim will be that which is recoverable under the respective transportation tariffs. The Company will not be responsible in any way for claims arising out of Customer negligence, Carrier's negligence, or negligence of any third party.

7. All claims must be submitted to the Company within 30 days after delivery. Claims of damages that are not readily apparent ("concealed damage") must be submitted to the Company within 3 days after delivery. The filing of a claim does not relieve the responsible party for payment of freight charges. Freight payment is necessary in order to process a claim. Customer may not offset freight or other charges owed to Company against claims for any loss,

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damage, mis-delivery or non-delivery. The Company has a lien on funds recovered through the processing of damage claims and reserves the right to apply recovery amounts to open past due invoices on account.

8. In no case will the maximum cargo liability for new goods be greater than \$100,000 for a Truckload shipment or \$10.00 per pound for an LTL shipment. In no case will the maximum cargo liability for used or resold goods be more than \$0.10 per pound for any shipment.

9. Any claims dispute or litigation relating to these TERMS AND CONDITIONS, and shipment scheduled or tendered hereunder or through the Company's website, or relating to any and all disputes between the Company and the enrolled Customer, shipper and/or Consignee and/or Brokers for any enrolled Customer, Shipper and/or Consignee, shall be filed in San Mateo County, California or in the United States District Court for Northern California and shall be subject to California law. Customer here by irrevocably consents and submits themselves to the personal jurisdiction of California courts for all such purposes.

10. LTL rates are based on the freight class as determined by the NMFC (National Motor Freight Classification) which are passed on the actual description, size, and weight of the shipment. Additional fees may apply for other charges including appointment delivery, reweighs and reclassifications, lift gates services, inside delivery or various other accessorial services. Truckload rates are based on Dock Door Pickup/dock Door Delivery and Shipper load/Consignee Unload and are state to state and mileage based. Additional fees may apply for charges including but not limited to, Tractor detention, Trailer detention, and driver assistance. Once the Company has contracted with a Carrier to move a truckload shipment, the scheduled load must be tendered to the Carrier as requested on the Bill of Lading at the agreed upon price, or an equipment not used (EON) fee will be assessed. Flatbed rates are based on equipment type, state to state/mileage and weight. If a flatbed shipment contains oversize freight, additional charges and transit days may apply. All displayed transit times are estimates only and do not include day of pickup. Pickup dates are not guaranteed.

11. The Company makes no warranties, express or implied, including, without limitation, warranties of merchantability or fitness for a particular purpose, with regard to deliveries, or with regard to this website, information provided on this website or services related to transactions conducted on this website. The Company cannot guarantee delivery by any special time or date. In any event, the Company shall not be liable for damages, including but not limited to any special, incidental or consequential damages, including but not limited to loss or profits or income, whether or not the Company had knowledge that such damages might be incurred.