

SERVICE TERMS AND CONDITIONS

DEFINITIONS

“Cartage” means the portion of surface carriage occurring before or after the transport of a Shipment aboard an aircraft, ocean carrier or rail carrier.

“Convention” means the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed in Warsaw on October 12, 1929, as amended by the Hague Protocol in 1955, the Montreal Protocol 1, 2 or 4 or the Convention for the Unification of Certain Rules for International Carriage by Air, done at Montreal in 1999, whichever may be applicable to the international carriage of a Shipment.

“COGSA” means the Carriage of Goods by Sea Act, as codified at United State Code Title 46, Chapter 28.

“Concealed Damage” means damage and/or loss discovered by the consignee after delivery when no notification of loss or damage has been made on the delivery receipt by the consignee upon actual receipt of the Shipment.

“Customer” shall mean the person for which EAAFF is rendering service, as well as its principals, agents and/or representatives, including, but not limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shipper’s agents, insurers and underwriters, break-bulk agents, consignees, etc. It is the responsibility of the Customer to provide notice and copy(s) of these terms and conditions of service to all such agents or representatives.

“EAAFF” means Euro-American Air Freight Forwarding Co., Inc., and its respective employees, officers, directors, affiliates and employees.

“Shipment” means all pieces which are tendered to and are accepted by EAAFF on a single waybill, bill of lading, ocean bill of lading, or other transportation document between origin and destination points specified on the face of the document. Shipment may also include pieces which are tendered to EAAFF for warehousing pursuant to a warehouse receipt or manifest.

“Special Drawing Right” (SDR) is a Special Drawing Right as defined by the International Monetary Fund.

“Third parties” shall include, but not be limited to, the following: carriers, truckmen, cartmen, lightermen, forwarders, ocean transportation intermediaries, customs brokers, agents, warehousemen and others to which the goods are entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise.

1. In tendering a Shipment for transportation and/or storage (“Services”), Customer agrees that these Terms and Conditions (“Terms”) and any transportation documents incorporated by reference herein, constitute a binding contract, and Customer further agrees that no agent, servant or employee of the Parties may alter, modify or waive the rights and obligations herein except by written mutual agreement.

2. All of EAAFF’s Services are rendered pursuant and subject to these Terms, as they may be amended from time to time in EAAFF’s sole discretion, unless superseded by compulsory law.

3. Customer understands and agrees the Services may be subject to domestic and international law, as well as the shipping documents of third parties. In the event any Shipment is tendered to EAAFF on a straight bill of lading or any other shipping document, Customer agrees that these terms supersede any conflicting terms contained on the shipping document(s).

4. Any bill of lading or warehouse receipt issued by EAAFF shall be a non-negotiable document.

5. Customer certifies and represents to EAAFF that the information on the bill of lading or otherwise communicated to EAAFF is complete and accurate, including accurate piece counts where Shipments are palletized or containerized. Where EAAFF prepares and/or issues a bill of lading or similar shipping document, EAAFF shall be under no obligation to specify thereon the number of pieces, packages and/or cartons, etc.; unless specifically requested to do so in writing by Customer or its agent and Customer agrees to pay for same. EAAFF shall rely upon and use the cargo weight supplied by Customer.

6. Customer warrants that it is fully authorized to engage EAAFF to provide the Services and that each package in the Shipment is properly and completely described on the shipping document(s), is properly marked and addressed, is packaged adequately to protect the enclosed goods to ensure safe transportation when handled with ordinary care, in compliance with all applicable laws and regulations, and except as noted, in good order and condition.

7. Any Shipment in which delivery is made in exchange for a clean delivery receipt shall be prima facie evidence of having received ordinary care in handling.

8. Customer shall provide weight and measurements for Shipments. Shipments are subject to re-weigh and re-measurement by EAAFF. If the weights or measurements of the Shipment as delivered are different from Customer's representations, or if pick-up or delivery time or location is changed by Customer, EAAFF's rates, charges and fees are subject to change.

9. EAAFF's customary and standard rates for the Services are "release rates" subject to the limitations of liability set forth below. To provide Customer the most competitive rates, EAAFF relies on maintaining the limits of liability contained herein. If Customer does not declare excess value on a Shipment, Customer is agreeing to the release rate limits of liability. Customer may opt to increase EAAFF's liability by declaring an excess value on the waybill, bill of lading or warehouse receipt, in the box marked DECLARED VALUE, up to a maximum of \$25,000.00, or by notifying EAAFF. The charge for declared value coverage is \$0.50 per \$100.00 in value. Please contact EAAFF for further information or if you have any questions about how liability is allocated, as EAAFF may not perform the actual transportation services itself. **Customer may declare a value in excess of \$25,000.00 ONLY when pre-approved in writing by EAAFF.**

LIMITS OF LIABILITY

10. AIR AND COMBINED AIR/GROUND SERVICE: FOR ALL U.S. DOMESTIC SHIPMENTS, SHIPMENTS TO OR FROM PUERTO RICO AND/OR U.S. TERRITORIES, AND SHIPMENTS TO OR FROM CANADA AND MEXICO, EAAFF'S LIABILITY FOR ANY LOSS OR DAMAGE TO A SHIPMENT IS LIMITED TO THE LESSER OF CUSTOMER'S ACTUAL DAMAGES OR FIFTY U.S. DOLLARS (\$50.00) PER SHIPMENT OR FIFTY U.S. CENTS (\$0.50) PER POUND PER PIECE AFFECTED, BUT SHALL NOT EXCEED THE SHIPMENT'S DEPRECIATED VALUE OR REPLACEMENT COST. EAAFF'S LIABILITY WILL IN NO EVENT EXCEED THE ACTUAL WHOLESALE VALUE OF THE SPECIFIC GOODS ADVERSELY AFFECTED. CUSTOMER MAY INCREASE EAAFF'S LIABILITY FOR DAMAGE BY DECLARING AN "EXCESS" VALUE ON A SHIPMENT. DECLARED VALUES WILL BE SUBJECT TO AN EXCESS VALUE CHARGE OF \$0.50 PER \$100.00 OF VALUE DECLARED.

11. ALL-GROUND U.S. DOMESTIC TRANSPORTATION: (I) IN THE EVENT EAAFF ACTS PURSUANT TO ITS MOTOR CARRIER AUTHORITY, EAAFF'S LIABILITY FOR LOSS, DAMAGE, OR DELAY WITH RESPECT TO ANY ALL-GROUND TRANSPORTATION SHIPMENT, INCLUDING STORAGE IN-TRANSIT, AND OTHER HANDLING, FOR ANY LOSS, DAMAGE, OR DELAY TO THE SHIPMENT SHALL BE THAT OF A "CARRIER" PURSUANT TO THE CARMACK AMENDMENT AS CURRENTLY CODIFIED AT 49 U.S.C. § 14706 (AS AMENDED FROM TIME TO TIME). EXCEPT AS OTHERWISE SET FORTH HEREIN, CUSTOMER (AND IF CUSTOMER IS NOT THE ACTUAL SHIPPER, FOR AND ON BEHALF OF THE SHIPPER) EXPRESSLY WAIVES ALL RIGHTS AND REMEDIES IT MAY HAVE AS TO EAAFF PURSUANT TO 49 U.S.C. SUBTITLE IV, PART B TO THE FULL EXTENT PERMITTED BY 49 U.S.C. § 14101(B)(1), EXCEPT AS TO THOSE PROVISIONS RELATING TO REGISTRATION, INSURANCE, AND SAFETY, EACH AS AMENDED FROM TIME TO TIME. UNLESS A HIGHER VALUE IS DECLARED ON THE FRONT OF EAAFF'S WAYBILL OR BILL OF LADING AND THE ADDITIONAL APPLICABLE CHARGES ARE PAID TO EAAFF, EAAFF'S LIABILITY FOR LOSS, DAMAGE OR DELAY TO ANY SHIPMENT SHALL BE LIMITED TO THE LESSER OF CUSTOMER'S ACTUAL DAMAGES OR FIFTY U.S. DOLLARS (\$50.00) PER SHIPMENT OR FIFTY U.S. CENTS (\$0.50) PER POUND PER PIECE AFFECTED, BUT SHALL NOT EXCEED THE SHIPMENT'S DEPRECIATED VALUE OR REPLACEMENT COST. DECLARED VALUES WILL BE SUBJECT TO AN EXCESS VALUE CHARGE OF \$0.50 PER \$100.00 OF VALUE DECLARED; (II) WHERE A MOTOR CARRIER OTHER THAN EAAFF PROVIDES THE MOTOR CARRIER SERVICES, CUSTOMER AGREES TO ACCEPT AND BE BOUND BY THE AUTHORIZED CARRIER'S TERMS AND CONDITIONS AND/OR APPLICABLE TARIFFS AND EAAFF WILL HAVE NO LIABILITY FOR CARGO LOSS, DAMAGE OR SHORTAGE.

12. CANADIAN GROUND SHIPMENTS: WHERE EAAFF IS ACTING AS A MOTOR CARRIER AND LOSS OR DAMAGE OCCURS TO SHIPMENTS THAT ARE: (I) INTER- OR INTRA-PROVINCIAL; OR (II) EXPORTING FROM CANADA BUT WHERE THE LOSS OR DAMAGE IS DETERMINED TO HAVE OCCURRED WHILE IN CANADA, EAAFF'S LIABILITY IS LIMITED TO THE LESSER OF CUSTOMER'S ACTUAL DAMAGES OR CDN \$2.00 PER POUND PER PIECE AFFECTED, BUT SHALL NOT EXCEED THE SHIPMENT'S REPAIR COST, DEPRECIATED VALUE OR REPLACEMENT COST. DECLARED VALUES WILL BE SUBJECT TO AN EXCESS VALUE CHARGE OF \$0.50 PER \$100.00 OF VALUE DECLARED. FOR SHIPMENTS EXPORTING FROM CANADA, TO THE EXTENT IT CANNOT BE DETERMINED THAT THE LOSS OR DAMAGE OCCURRED WITHIN CANADA THEN SUCH LOSS OR DAMAGE SHALL BE DEEMED TO HAVE OCCURRED WITHIN THE UNITED STATES AND THUS SUBJECT TO THE LIMITS HEREIN SPECIFIED. WHERE A MOTOR CARRIER OTHER THAN EAAFF PROVIDES THE MOTOR CARRIER SERVICES, CUSTOMER AGREES TO ACCEPT AND BE BOUND BY THE

AUTHORIZED CARRIER'S TERMS AND CONDITIONS AND/OR APPLICABLE TARIFFS AND EAAFF WILL HAVE NO LIABILITY FOR CARGO LOSS, DAMAGE OR SHORTAGE.

13. AIR SHIPMENTS: EAAFF'S LIABILITY FOR CARGO LOSS, DAMAGE OR DELAY DURING AIR TRANSPORT IS LIMITED TO THE AMOUNTS SET FORTH BY THE CONVENTION OR OTHER APPLICABLE INTERNATIONAL TREATY, LAW, STATUTE OR REGULATION. IF A SHIPMENT IS NOT GOVERNED BY THE CONVENTION OR ANY OTHER INTERNATIONAL TREATIES, LAWS, OTHER GOVERNMENT STATUTES OR REGULATION, ORDERS, OR OTHER REQUIREMENTS, EAAFF'S LIABILITY FOR CARGO LOSS, DAMAGE OR DELAY DURING AIR TRANSPORT SHALL BE 19 SDRS (CALCULATED ON THE DATE OF LOSS) PER KILOGRAM OR THE ACTUAL VALUE OF THE LOSS, WHICHEVER IS LESS, UNLESS A HIGHER VALUE IS DECLARED ON A SHIPMENT AND/OR THE WAYBILL. IF EAAFF ARRANGES CARTAGE, UNLESS GOVERNED BY ANY COMPULSORY LAW, EAAFF'S LIABILITY FOR CARGO LOSS, DAMAGE OR DELAY OCCURRING DURING SUCH CARTAGE ANCILLARY TO AIR TRANSPORTATION SHALL BE AS SET FORTH IN SUBPARAGRAPH (A), ABOVE. DECLARED VALUES WILL BE SUBJECT TO AN EXCESS VALUE CHARGE OF \$0.50 PER \$100.00 VALUE DECLARED.

14. WAREHOUSING: EAAFFS'S LIABILITY FOR CARGO LOSS OR DAMAGE IS LIMITED TO \$.50 PER POUND UNLESS A HIGHER VALUE IS DECLARED AND ADDITIONAL FEE IS PAID. EAAFF, WHEN ACTING AS A WAREHOUSEMAN, SHALL NOT BE LIABLE FOR ANY LOSS OR INJURY TO GOODS STORED, HOWEVER CAUSED, UNLESS SUCH LOSS OR INJURY RESULTED FROM THE FAILURE BY EAAFF TO EXERCISE SUCH CARE IN REGARD TO THE GOODS AS A REASONABLY CAREFUL MAN WOULD EXERCISE UNDER LIKE CIRCUMSTANCES AND/OR EAAFF'S WILLFUL CONDUCT. EAAFF SHALL NOT BE LIABLE FOR DAMAGES WHICH COULD NOT HAVE BEEN AVOIDED BY THE EXERCISE OF REASONABLE CARE.

15. CUSTOMS BROKERAGE: EXCEPT WHERE CUSTOMER HAS DECLARED A HIGHER VALUE AND PAID AN ADDITIONAL FEE, EAAFF'S LIABILITY SHALL BE LIMITED TO: (I) WHERE THE CLAIM ARISES FROM THE ACTIVITIES OTHER THAN THOSE RELATING TO CUSTOMS BROKERAGE, \$50.00 PER SHIPMENT OR TRANSACTION; AND (II) WHERE THE CLAIM ARISES FROM ACTIVITIES RELATING TO CUSTOMS BUSINESS, AS THAT TERM IS DEFINED BY 19 C.F.R. 111 ET SEQ., \$50.00 PER ENTRY OR THE AMOUNT OF BROKERAGE FEES PAID TO COMPANY, WHICHEVER IS LESS.

16. OCEAN CARRIAGE: EAAFF, AS AN AUTHORIZED AGENT OF A LICENSED OCEAN TRANSPORTATION INTERMEDIARY, SHALL NOT BE LIABLE FOR ANY CARGO LOSS, DAMAGE, OR DELAY. SUCH DAMAGES SHALL BE THE RESPONSIBILITY OF THE OCEAN COMMON CARRIER AND/OR OCEAN TRANSPORTATION INTERMEDIARY. EXCEPT WHERE CUSTOMER HAS DECLARED A HIGHER VALUE AND PAID AN ADDITIONAL FEE, LIABILITY SHALL BE LIMITED TO \$500 PER CONTAINER AND AS OTHERWISE SET FORTH IN COGSA OR THE OCEAN CARRIER'S BILL OF LADING OR TARIFF, WHICHEVER IS LESS.

17. DOMESTIC PROPERTY BROKERAGE: EAAFF MAY ARRANGE FOR TRANSPORTATION OF CARGO BY THIRD-PARTY MOTOR CARRIER. SUCH SERVICES ARE SUBJECT TO THE LIMITS OF LIABILITY SET FORTH IN SECTION 22.

18. ALL SHIPMENTS: EAAFF SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, NON-DELIVERY OR DELAY CAUSED BY THE ACT, DEFAULT OR OMISSION OF CUSTOMER OR THE CONSIGNEE, THE NATURE OF THE SHIPMENT OR ANY DEFECT, CHARACTERISTIC, OR INHERENT VICE THEREOF, ANY 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, TERRORISM, WEATHER CONDITIONS, DELAY OF AIRCRAFT OR OTHER VEHICLES USED IN PROVIDING TRANSPORTATION SERVICES OR ACTS OR OMISSIONS OF ANY CARRIER OR ANY OTHER ENTITY OR PERSON TO WHOM A SHIPMENT IS TENDERED BY EAAFF (WHERE EAAFF SHALL BE DEEMED AS ACTING AS CUSTOMER'S AGENT) FOR TRANSPORTATION BEYOND THAT PROVIDED FOR AND AGREED TO BY EAAFF, REGARDLESS OF WHETHER CUSTOMER REQUESTED OR HAD KNOWLEDGE OF SUCH THIRD PARTY DELIVERY ARRANGEMENT. EAAFF SHALL NOT BE LIABLE IN ANY EVENT FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, INCOME, INTEREST, UTILITY, OR LOSS OF MARKET, WHETHER OR NOT EAAFF HAD KNOWLEDGE THAT SUCH DAMAGE MIGHT BE INCURRED.

19. Unless otherwise expressly provided in a separate written agreement, and subject to any conditions or restrictions contained therein, the following articles will not be accepted for carriage: (a) any Shipment prohibited by law; (b) one-of-a-kind articles or models or prototypes, when the total declared value of the Shipment exceeds \$500.00 or when the declared value exceeds \$0.50 per pound, per piece; (c) improperly packed items; (d) bulk products; (e) live animals and plants; (f) cell phones,

computers (including laptops), laser and laser equipment and plasma/LCD/DLP televisions, where the value exceeds \$50,000.00 per shipment; (g) hazardous materials; and (h) such other articles as EAAFF may designate from time to time. EAAFF 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 the waybill or other shipping document(s), and no employee or agent of EAAFF has any authority to accept for transportation such articles or to waive the limitations herein contained.

20. EAAFF undertakes to perform the Services with reasonable dispatch and does not guarantee pick up, transportation or delivery by a stipulated date or a stipulated time, nor shall EAAFF be liable for the consequences of failure to do so. EAAFF may substitute alternate carriers including motor carriers and ocean carriers, and may without notice but with due regard to the interests of Customer substitute other means of transportation, subject to these Terms.

21. CLAIMS PROCEDURES:

a. All claims against EAAFF must be timely made within the time periods set forth in the applicable Appendix, in writing, sufficiently describing the factual details of the claim and including a bona fide replacement cost estimate. No claim will be processed by EAAFF until all transportation charges have been paid in full. Receipt of a Shipment without written notification of loss or damage on the delivery receipt will be prima facie evidence that the Shipment was delivered in good condition and in accordance with these Terms. Such notations as "subject to inspection" and/or "subject to recount," or similar, are not valid exceptions. In the event of a claim the Shipment, its container(s) and its packing material must be made available to EAAFF for reasonable inspection at the delivery location. **Under no circumstances will EAAFF be liable for loss and/or damage to external shipping containers of any kind.** The failure to give EAAFF timely notice of a claim in accordance with these Terms and Conditions shall be a complete defense to any suit or action commenced by Customer.

b. Unless subject to a specific statute or international convention, EAAFF will not be liable in any action brought to enforce a claim unless the applicable claims procedures have been complied with and unless such action is brought within the time periods set forth in the applicable Appendix.

c. If claims for Concealed Damage are not timely made, a presumption shall exist that such damage occurred subsequent to delivery, and the claim will be declined. All claims for Concealed Damage must be reported to EAAFF within 48 hours of the time of delivery and a written claim must be made within 14 days of the time of delivery.

d. Claims for overcharges must be made in writing within 1 year following the date EAAFF accepted the Shipment.

22. Unless services are performed by persons or firms engaged pursuant to express written instructions from the Customer, EAAFF shall use reasonable care in its selection of third parties, or in selecting the means, route and procedure to be followed in the handling, transportation, clearance and delivery of the Shipment. EAAFF's selection of a particular person or firm has to render services with respect to the goods, shall not be construed to mean that the EAAFF warrants or represents that such person or firm will render such services, nor does EAAFF assume responsibility or liability for any actions(s) and/or inaction(s) of such third parties and/or its agents. EAAFF expressly disclaims all representations and warranties as to third parties and shall not be liable for any delay or loss of any kind, which occurs while a Shipment is in the custody or control of a third party or the agent of a third party. All claims in connection with the acts or omissions of a third party shall be brought solely against such party and/or its agents. In connection with any such claim, the EAAFF shall reasonably cooperate with the Customer, which shall be liable for any charges or costs incurred by the EAAFF. Third parties to whom the goods are entrusted may limit liability for loss or damage. EAAFF will request excess valuation coverage only upon specific written instructions from the Customer, which must agree to pay any charges therefore. In the absence of written instructions or the refusal of the third party to agree to a higher declared value, at EAAFF's discretion, the goods may be tendered to the third party, subject to the terms of the third party's limitations of liability and/or terms and conditions of service.

23. Customer acknowledges that it has the sole responsibility for maintaining records required of it by law or for use in its business and EAAFF has no obligations related thereto. EAAFF shall only be required to keep those records required of it by applicable law or regulation and shall have no liability to Customer if EAAFF is determined by a competent authority not to have complied such laws or regulations.

24. Unless requested to do so in writing and confirmed by Customer in writing, EAAFF is under no obligation to procure insurance on Customer's behalf. Insurance coverage shall be based on EAAFF's open insurance policy in effect on the date of the Shipment. "All Risk" insurance is available at a cost of \$0.75 per \$100 of insured value. Failure to properly complete the INSURANCE section on the EAAFF waybill or bill of lading shall void any coverage. Customer shall report the full invoice value of the Shipment only. In all cases, Customer shall pay all premiums and costs in connection with procuring insurance and any cargo insurance policy issued shall be construed as a contract directly between insurer and Customer.

25. Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by EAAFF to the Customer are for informational purposes only and are subject to change without notice. No quotation shall be binding upon EAAFF unless an authorized representative of EAAFF in writing agrees to undertake the handling or transportation of the Shipment at a specific rate amount set forth in the quotation and payment arrangements are agreed to between EAAFF and the Customer prior to the Shipment being tendered to EAAFF.

26. During and after Customer's use of EAAFF's Services, the Customer agrees to indemnify, defend, and hold EAAFF harmless from any claims, allegations, demands, fines, penalties, costs and/or liabilities arising from the transportation, handling, storage, or importation or exportation of Customer's goods and/or any conduct of the Customer, which violates any Federal, State and/or other laws and regulations or these Terms. Customer further agrees to indemnify, defend, and hold EAAFF harmless against any and all liability, loss, damages, costs, claims and/or expenses, including but not limited to reasonable attorney's fees, which EAAFF may hereafter incur, suffer or be required to pay by reason of such claims. Customer further shall hold EAAFF 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 Customer and/or shipper and arranged by EAAFF as a customer service. Such limitation of liability will extend to the selection by EAAFF of the providers of the auxiliary services. Under no circumstances will EAAFF's liability for any monetary loss which is a result of any auxiliary services performed by EAAFF or its agent(s) be greater than the liability contained in these Terms.

27. Shipments are subject to all cargo security requirements imposed by all applicable federal and/or state agencies, including but not limited to the Transportation Security Administration in connection with 49 C.F.R. Part 1548. Per 49 CFR 1548.9(b) Customer hereby consents to screening of its Shipments which may include physical search or inspection of such cargo. EAAFF shall have the right to refuse any article, the transportation of which is prohibited by applicable law, orders or regulations, or the transportation of which, in EAAFF's judgment, would be unsafe. If such Shipment should be accepted or transported, EAAFF reserves the right to remove it and, if necessary, to abandon it. Where circumstances permit, such Shipment will be stored at Customer's expense pending receipt of disposition instructions from Customer.

28. Customer must ensure all Shipments are prepared and packaged to ensure safe transportation with ordinary care in handling. EAAFF shall have no liability for loss or damage to improperly packed Shipments. Fragile items or Shipments subject to damage by ordinary care handling must be adequately marked and labeled and their status notified in writing to EAAFF Shipments subject to damage as a result of any atmospheric condition that might be encountered during air transport must be adequately protected, packed and marked accordingly. Use of used or re-used packaging shall be noted by Customer on the waybill or other shipping documents.

29. SHIPMENTS ACCEPTABLE ON SPECIAL CONDITIONS:

- a. Shipments with declared value in excess of \$25,000.00
- b. Shipments containing pieces each in excess of 250 pounds
- c. Shipments with floor bearing weight in excess of 100 pounds per square foot or dimensions greater than 60 inches length by 60 inches width by 60 inches in height only where the floor bearing weight can be reduced to less than 100 pounds per square foot by palletization or other similar device. In such circumstance, the pallet or other device shall be included in the gross or chargeable weight of the Shipment, as applicable.
- d. Shipments requiring any special devices for safe handling, which will only be handled when Customer makes advance arrangements with EAAFF and where EAAFF has accepted such arrangements
- e. Unboxed and/or unwrapped freight will be only accepted for transport on the condition that EAAFF will have no liability, whatsoever, for loss or damage occurring to such Shipment at any point between acceptance and delivery.
- f. Perishable Shipments are only acceptable with advance arrangements and where Customer has provided, and EAAFF has accepted, any special instructions or arrangements.

30. Through no fault of EAAFF, the following may delay a Shipment:

- a. Any shipment with a length of more than 85 inches or a height greater than 59 inches or where the dimensions are otherwise too large for the available aircraft;
- b. Shipments that require additional packing to remedy improper packing by Customer or where a Shipment is improperly labeled, marked or has insufficient or improper documentation;

- c. Shipments tendered to EAAFF too late to meet departure “cutoff” times or other critical timing requirements that are known to Customer;
- d. Shipments requiring export licenses or special export documentation, such as consular or notary services;
- e. Hazardous materials; and
- f. Shipments not in compliance with mandatory cargo security requirements.

31. Subject to advance arrangements and availability of space, EAAFF will accept pieces more than 121 inches in length and/or more than 88 inches in width. Certain oversize shipments may be subject to delay. For such Shipments:

- a. Transportation will only be provided if on a pallet(s);
 - b. Each pallet will have a minimum chargeable weight of 4500 pounds;
 - c. Maximum pallet dimensions will be 125 inches in length, 88 inches in width and 58 inches in height;
- and
- d. Charges will be based on weight or number of pallets required, whichever is higher.

32. EAAFF 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 Services hereunder and that EAAFF may, without notice, substitute aircraft or alternate carriers, including surface and/or ocean carriers. EAAFF assumes no obligation to forward the goods by any specified carrier or over any particular route or routes or to make connection at any point according to any particular schedule, and EAAFF is hereby authorized to select, or deviate from, the route or routes of shipment, notwithstanding that the same may be stated on the face of the waybill and/or other shipping document(s).

33. If the consignee refuses any of the cargo tendered by EAAFF or if EAAFF is unable to deliver any the cargo because of fault or mistake of Customer or the consignee, or if Customer advises and instructs EAAFF to stop movement of the cargo and to hold it in transit, EAAFF’s liability thereafter immediately shall be that of a warehouseman. EAAFF agrees to use ordinary care to keep the Shipment or other goods in a safe or suitable place or to store it properly. EAAFF shall: (a) attempt to give Customer notice as soon as possible if the foregoing occurs; (b) place the cargo in storage, if available, unless EAAFF receives contrary disposition instructions from Customer within twenty-four (24) hours; and (c) if disposition instructions are not given by Customer within thirty (30) days of EAAFF’s initial notification to Customer, EAAFF may offer the goods for public or private sale, return the Shipment to Customer at Customer’s sole risk and expense, or place the goods into a public warehouse to the account of Customer and in such case EAAFF shall have no further liability or obligation with respect to the Shipment. Customer shall be responsible for storage costs and reasonable costs EAAFF incurs in acting as a warehouseman. If Customer gives EAAFF timely disposition instructions, EAAFF shall use any commercially reasonable steps to abide with such instructions in accordance with these Terms. Customer shall pay EAAFF’s costs and any additional transportation costs that EAAFF incurs in doing so. CUSTOMER SHALL REMAIN JOINTLY AND SEVERALLY LIABLE TO EAAFF FOR ANY DEFICIENCY SHOULD THE PROCEEDS OF ANY SALE BE INSUFFICIENT TO OFFSET ALL CHARGES DUE EAAFF WITH RESPECT TO THE GOODS. EXCESS PROCEEDS FROM A SALE WILL BE USED TO SATISFY ANY OUTSTANDING LIEN OR OBLIGATION DUE EAAFF FIRST, WITH ANY BALANCE THEREAFTER PAID TO CUSTOMER. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD EAAFF HARMLESS AGAINST ALL LOSS AND EXPENSE, INCLUDING ATTORNEY’S FEES, OF WHATEVER NATURE BROUGHT BY ANY OTHER PERSON HAVING AN INTEREST IN THE GOODS SOLD UNDER THIS PROVISION.

34. EAAFF, through its affiliate, is authorized by Customer (but shall be under no obligation) to advance any duties, taxes, or charges and to make any disbursements with respect to a Shipment(s), and Customer, owner and consignee shall be jointly and severally liable for the reimbursement thereof. Customer agrees to an administrative charge for any such advances equal to 5% of such advance, with a minimum charge of \$10.00.

35. EAAFF shall have a continuing, general lien on all Shipments for all freight charges (including past due charges on other Shipments), warehouse charges, advances or charges of any kind arising out of this contract and may refuse to surrender possession of any or all Shipment(s) until all such charges are paid and is entitled to all rights and remedies legally available. Shipments retained pursuant to the lien established herein may be subject to storage fees and/or disposed of at public or private sale, with EAAFF paid from the proceeds of such sale, including storage charges and costs of sale. EAAFF shall provide written notice to Customer of its intent to exercise its lien, the amount of monies then due and owed, as well as any ongoing storage or other charges. Customer shall notify all parties claiming an interest in the Shipment(s) subject to the lien of the exercise of

EAAFF's lien and EAAFF's rights as set forth herein. Customer remains liable for charges, including any deficiency remaining after sale.

36. Any payment which is past due shall be subject to an additional charge of 1 1/2% per month of the outstanding balance due or the maximum interest rate permitted by applicable law, whichever is more, together with all collection costs, including reasonable attorney fees, incurred by EAAFF. Irrespective of Customer's use of a third-party payment agency, Customer at all times remains primarily liable for payment of all EAAFF-invoiced charges. Customer's obligation to pay EAAFF's invoices is not extinguished by Customer's payment to a third-party payment agency unless and until such third-party payment agency has actually paid all EAAFF invoices.

37. EAAFF shall comply with all laws applicable to its operation, including any insurance and bonding requirements. Customer shall comply with all applicable laws, government regulations and customs of any country to, from, through or over which the Shipment may be carried, including those relating to its packing, carriage or delivery, and shall furnish to EAAFF complete and accurate information and provide such fully legally compliant documents as may be necessary to comply with such laws and regulations. Customer agrees that it will not engage EAAFF to transport cargo to any sanctioned or embargoed country or individual, whether or not EAAFF is engaged to transport such cargo to an end user. Further, Customer represents and warrants that in connection with any transaction handled by EAAFF it has not and will not engage in any conduct that may implicate the U.S. Foreign Corrupt Practices Act or any other applicable anti-corruption/anti-bribery law.

38. If any of these Terms is determined to be contrary to mandatory law, government regulations, orders, or requirements, such provisions shall remain applicable to the extent that it is not overridden thereby. The invalidity of any provisions shall not affect any other part hereof.

39. Any attempt by Customer to unilaterally alter, amend or modify these Terms shall be null and void ab initio. Customer and EAAFF may agree to alternative terms only in a writing signed by authorized representatives of both Parties. No obligation contained herein shall be deemed to have been waived by EAAFF unless in writing, and no such waiver shall be deemed a waiver of any other term or condition herein.

40. These Terms and the Services provided by EAAFF under it, shall be governed by and subject to the applicable federal law of the United States and by the laws of the Commonwealth of Massachusetts, without regard to the choice-of-law rules of that Commonwealth or any other jurisdiction. The foregoing notwithstanding, if the Services involve an ultimate destination or stop in a country other than the country of departure, the Montreal Convention, Warsaw Convention, or COGSA may be applicable by force of law. In the event of a direct conflict between these Terms and a mandatory provision of any such contrary law, the terms of such contrary law shall control, but only to the extent of such direct conflict. CUSTOMER AND EAAFF AGREE THAT ANY CLAIM OR DISPUTE ARISING FROM OR IN CONNECTION WITH THESE TERMS, WHETHER UNDER INTERNATIONAL CONVENTION, FEDERAL, STATE, LOCAL, OR FOREIGN STATUTES, REGULATIONS, OR COMMON LAW, SHALL BE BROUGHT EXCLUSIVELY IN THE STATE OR FEDERAL COURTS SERVING MASSACHUSETTS. CUSTOMER AND EAAFF HEREBY CONSENT TO THE JURISDICTION OF SUCH COURTS. In the event Customer files an action against EAAFF, Customer hereby consents to any EAAFF-instituted transfer of such action to a venue in Massachusetts. Should EAAFF successfully defend itself in any legal actions brought by any person with an interest in a Shipment, EAAFF shall be entitled to reasonable attorney fees and litigation expenses.