

GMS TRANSPORTATION INC.
CONDITIONS OF CONTRACT

1. In tendering the shipment described herein for carriage, Shipper agrees to these conditions of Contract which no agent or employee of the parties may alter, and that this Bill of Lading is non-negotiable and has been prepared by him or on his behalf by the carrier.

2. Shipper warrants that the shipment is packaged adequately to protect the enclosed goods and to ensure safe transportation with ordinary care and handling, and that each package is appropriately labeled and is in good order, except as noted, for carriage specified herein.

3. Liability will not be assumed in cases of damages to uncrated, unprotected, or improperly packaged merchandise handled by the carrier on a "hold harmless" basis.

4. In consideration of rates charged, Shipper agrees that the carrier's liability is limited to .50 cents per pound of damaged or lost goods, but not less than \$50.00 minimum per shipment, unless a higher value is declared in writing and applicable valuation charges paid.

5. Carrier shall not be liable in any event for any consequential or special damages whether or not carrier had knowledge that such damages might occur.

6. Delivery will be made by the delivering carrier to the Consignee at a point where delivery service is available at the applicable tariff charges unless instructions are specified by Shipper under special instructions.

7. The Shipper and Consignee shall be liable, jointly and severally, to pay or indemnify Carrier for all claims, fines, penalties, damages, costs, of other sums which may be incurred, suffered or disbursed by Carrier by reason of any violation of any of the rules contained in our tariff, government regulations, or any other default of the Shipper or such other parties with respect to the shipment.

8. (a) Written notice of claim for loss, damage, or non delivery must be received by the company within 14 days after tendering the shipment for carriage. Exceptions must be noted at time of delivery. Merchandise must be retained in the original shipping containers until the company has made inspection thereof. The carrier is not liable for concealed damage.

(b) All shipments are subject to inspection by the carrier but the carrier is not obligated to perform established such inspection.

9. (a) International air carriage, as defined in Forwarder's tariff, is subject to the rules relating to liability by the Convention for the Unification of Certain Rules relating to International Carrier by Air signed at Warsaw, October 12, 1929. Carrier Liability on International shipments is \$50.00 minimum or \$9.07 per pound, whichever is greater unless a higher value is declared herein and applicable to charges paid thereon.

(b) In accordance with the Warsaw Convention governing international air carriage, the person entitled to delivery must make a claim in writing to the company in the case:

- (a) of visible damages to the goods, immediately after discovery of the damages and at the latest within 14 days from receipt of goods.
- (b) of non-delivery of goods of the goods, within 14 days from the date of the issue of the bill of lading.
- (c) Any rights to damages or losses against the company for any international air carriage shall be extinguished unless an action is brought within two years from the date of arrival at the destination from the date on which the aircraft ought to have arrived, or from the date on which the transportation stopped.

10. Insurance, when applicable charges are paid thereon, is an all risk policy covering intransit damage except for improper packing and inherent vice of the goods. This insurance will terminate upon delivery to the destination point so named on the Bill of Lading.

11. Carrier shall have the right to refuse any article, the transportation of which is prohibited by its tariff, or by applicable laws, orders, regulations, or the transportation of which, in the carrier's judgement would be unsafe. If such freight should be inadvertently accepted or transported, the carrier reserves the right to remove it, and if necessary, to abandon it. Where circumstances permit such freight will be stored at shipper's expense pending disposition instructions from the shipper.

12. If for any reason, it is impossible for the carrier to complete this contract of carriage, or if the consignee fails to accept delivery of the goods, the carrier may store the goods at the storage rates provided in its tariff, or at its option, may store the goods in the public warehouse in which event the storage charge by such warehouse shall apply.

13. Goods which remain unclaimed for a period of thirty days may be sold at public or private sale and the proceeds of such sale may be applied against any outstanding freight charges, advances or charges of any kind which are due. Any balance remaining after payment of such charges will be remitted to the shipper. However, THE SHIPPER, CONSIGNEE AND OWNER SHALL REMAIN JOINTLY AND SEVERALLY LIABLE TO THE CARRIER FOR ANY DEFICIENCY SHOULD THE PROCEEDS OF SUCH SALE BE INSUFFICIENT TO OFFSET ALL CHARGES DUE THE CARRIER WITH RESPECT TO THE GOODS.

14. Quotations as to freight charges, insurance premiums and/or other charges given by the Company to the Customer are for information purposes only and are subject to change without notice, and shall not, under any circumstances be binding upon the company, unless the company specifically undertakes in writing, to handle the transaction at a specific fixed rate without change.

15. The Company shall have a general lien on any and all property of the Customer in its possession, custody or enroute for charges, expenses or advances incurred by the Company in connection with any transaction handled by the Company for the Customer and if such claim remains unpaid for thirty days after demand for payment is made the Company may sell at public auction or private sale, without notice to the Customer the goods and or property of the Customer, or so much thereof as necessary to satisfy such lien, and apply the net proceeds of such sale to the payment of the amount due the Company. Any surplus remaining from such sale shall be transmitted to the Customer and the Customer shall be liable for any deficiency.