Domestic Terms and Conditions of Contract

**Terms and Conditions of Contract are subject to change, visit www.dachser.us for a current copy.

1. In tendering the shipment herein for carriage, the Shipper agrees to these Terms and Conditions of Contract between itself, including all other parties at any time having an interest in the goods, and DACHSER USA Air & Sea Logistics Inc. (hereinafter referred to as "Dachser") and that this waybill is nonnegotiable and has been prepared by the Shipper, its authorized agent or Dachser on the Shipper's behalf. No agent or employee of the parties may alter the Terms and Conditions of Contract. Carriage and other services performed hereunder are subject to these conditions and to the rates, rules, classifications and restrictions set forth in Dachser's Standard Rates and Tariff, available from Dachser and by reference incorporated herein, unless otherwise negotiated. This contract incorporates all of the written representations and warranties of both parties and supersedes any or all oral negotiations and representations. As used in this Contract, "Shipper" means the party, its authorized agent or any party having interest in the shipment from whom the shipment is received.

2. The Shipper certifies the following: That the information inserted on the face of the waybill is complete and the description of the contents is accurate. That all goods have been properly and sufficiently prepared, packed, labeled and marked for transport. That the shipment does not contain any explosive, incendiary or other device, unauthorized hazardous substance or weapon which may endanger the safety of any person or transport conveyance or which may cause or is likely to cause loss, damage, injury or death of any person or property. That the goods do not contain any undeclared hazardous materials within the specifications of the current IATA Dangerous Goods Regulations, or such other rule or regulations as are applicable to the particular mode of transport used to transport the shipment, and Shipper will not tender such goods to Dachser without obtaining prior consent. Where such consent is granted, Shipper warrants that all such goods are packed, marked, and labeled and otherwise meet all documentation requirements and provisions of the IATA Dangerous Goods Regulations and that it has complied with all statutes, rules and regulations of any and all governmental agencies regarding transportation of such substances.

3. Dachser shall not be liable for damage or loss unless evidence of abusive handling and/or loss is evident and is so noted on the delivery receipt at the time of delivery. Under no circumstances shall Dachser be liable for loss and/or damage to the external shipping containers of any kind. A shipment in which delivery is made in exchange for a clear delivery receipt shall be prima facie evidence of the shipment having received ordinary care in handling.

4. The shipper has the responsibility to prepare and present a nonnegotiable Dachser waybill with each shipment tendered for transportation. Each shipment shall be subject to these Terms and Conditions of Contract, or as otherwise in effect on the date of acceptance of the shipment by Dachser or its authorized agent. If the shipper fails to present such a waybill at the time of tender, Dachser will accept the shipment accompanied by an alternative, nonnegotiable shipping document but Dachser's current Terms and Conditions of Contract shall supersede any and all other terms and conditions.

5. At the time of delivery, the Consignee must note on the waybill any exceptions to the shipping container(s) that would indicate a discrepancy (i.e., shortage in the shipment or damage to the container(s). The Consignee may not inspect the contents of the shipping container(s) until the Consignee signs for the shipment on the delivery receipt. Notations such as "subject to inspection" and "subject to recount" are not valid exceptions.

6. Dachser 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 share.

7. Rates and charges in effect, whether by tariff or agreement, on the day the shipment is accepted by Dachser or its authorized agent will apply. Except as otherwise provided, transportation rates will be assessed on the chargeable weight of the shipment using its actual or dimensional weight, whichever is greater. Dimensional weight is the volumetric weight of the shipment determined by calculating the shipment's cubic inches using the greatest dimensions in length, width and height per piece in inches, multiplied by the number of pieces, and divided by 194 for domestic cargo or 166 for international air cargo. In computing inches, all measurements are rounded upward to the next higher whole number prior to multiplication.

8. Dachser, exercising due diligence, will determine the routing of all shipments. In the absence of any special instruction by the shipper, Dachser shall have the right to substitute alternative carriers or other means of transportation to expedite the delivery of the shipment. In the event that the shipper's special routing instructions caused Dachser to incur additional charges, these charges will be passed on to the billable party.

9. The shipper, consignee, and billable party shall be liable, jointly and severally, (a) to pay or indemnify Dachser for all unpaid charges of a shipment per this contract, including cost of collection; (b) pay or indemnify Dachser for all claims, fines, penalties, damages, cost, or other sums which may be incurred by Dachser by reason of any violation of this contract or any other default.

10. The C.O.D. amount of a shipment shall be deemed to be the declared value for carriage amount unless another value is declared. C.O.D. service is provided under the following conditions: (a) the 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 waybill; (b) shipper must specify the form of payment to be received (cashier's check or company check) in the "Check Form of Payment Box" on the front of this waybill; and (c) the sole responsibility of Dachser shall be to secure the appropriate financial instrument as requested by the shipper, and to exercise due care and diligence in forwarding it to the shipper. Dachser is not a guarantor of the validity of the financial instrument.

11. Dachser'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 the amount exceed the actual invoice value of the goods. Declared values for carriage in excess of $0.50 per pound, per piece, shall be subject to an excess valuation charge.

12. Unless each piece of the shipment has a declared value stated and is specifically identified on the Dachser waybill at the time of the shipment and is so identified on the delivery receipt as being lost, damaged, misdelivered or otherwise adversely affected, Dachser shall be liable, for the average declared value per pound multiplied by the packaged weight of the piece(s) adversely affected. The average declared value per pound shall be determined by dividing the total declared value of the shipment by the total weight of the shipment.

13. All claims including overcharge or duplicate billing, but excluding concealed loss or damage, nondelivery of international air shipments or delay, must be received in writing by Dachser within nine (9) months of the actual or anticipated date of delivery of the shipments. Concealed loss and damage claims defined as claims for loss or damage discovered by the consignee after delivery and after a clean receipt has been given to Dachser, must be reported in writing within five (5) days after delivery, with privilege to Dachser to make inspections of the shipment, its container(s) and packing material(s) at the delivery location shown on the waybill.

14. No claims with respect to a shipment, any part of which is received by the consignee, will be entertained until all transportation charges have been paid. Claims will not be deducted from the transportation charges and no claim amount may be deducted from any charges owed to Dachser. Legal action to enforce a claim after it has been denied in writing by Dachser, in whole or in part, must be brought within one (1) year from the date the claim was disallowed for domestic shipments and within two (2) years of actual or scheduled arrival date for international air shipments.

15. All claims must be submitted in writing to: DACHSER USA Air & Sea Logistics Inc.2839 Paces Ferry Road, Suite 300, Atlanta, Georgia 30339

16. For any shipment valued over $25,000, advance approval or arrangement with Dachser must be obtained before the pickup will be performed.

17. In the event of litigation, arbitration or any other legal action for nonpayment of invoices, Dachser shall be entitled to its reasonable attorney's fees and costs.

18. This Contract is subject to and shall be exclusively enforced, interpreted and construed, and the performance of the transportation hereunder, shall be determined in accordance with the Carmack Amendment to the Interstate Commerce when the transportation covered by the bill of lading involves interstate shipping. To the extent that the Carmack Amendment does not govern the transportation hereunder, this Contract shall be enforced, interpreted and construed, and the performance of the transportation hereunder, shall be determined in accordance with the laws of the State of New York. Any action arising under or relating to this agreement or any services provided by Dachser to Shipper, including claim for loss, damage or delay to goods in transit or otherwise in Dachser's care, custody or possession, shall be venued in the State or Federal District courts of the City and State of New York, as applicable. If any provision of the Contract, is determined to be invalid or unenforceable, the remainder of this contract shall endure and not be affected thereby.

19. Unless otherwise agreed in writing by Dachser, all invoices are payable upon presentation. Invoices not remitted in accord with this provision will be subject to a charge of one and one- half percent (1 ½ %) per month of the total invoice balance.

20. All shipments are subject to visual and physical inspection and screening by Dachser as required by the regulations of the Transportation Security Administration. Dachser shall not be liable for any loss or damage incurred to any shipment as a consequence of such inspection or screening unless the consequence of gross negligence or willful misconduct on the part of Dachser.

21. Dachser shall not be liable for any loss, damage, delay, misdelivery, nondelivery or other result caused by Act of God (wind, floods, ice, storm, tornadoes, lightning, etc.), public enemies, public authorities

acting with actual or apparent authority, authority of law, act or default of shipper, inherent nature or vice of the shipment, strikes, labor disputes, civil unrest, acts or omissions of Customs or quarantine officials, hazards incident to a state of war, threat or acts of terrorism, compliance or noncompliance with delivery or special instructions, and by acts, defaults, or omissions of the shipper, consignee and any Third Party to observe these Terms and Conditions of Contract including, but not limited to improper packaging, marking, and description of the goods being transported, waybill information and rules relating to shipments not acceptable for transportation.

22. The Shipper and Consignee shall hold Dachser and its agents harmless for loss, damage, or delay which is 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 Dachser as a customer service unless such services are actually performed by Dachser or its agents. Such limitation shall extend to the selection by Dachser 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 service or Dachser. Providers of the auxiliary services are contractors for the Shipper or Consignee and are not agents for Dachser. Under no circumstances will the liability of Dachser for loss, damage, or delay, which is a result of any auxiliary services performed by Dachser or its agents, be greater than the liability stated elsewhere in this contract.

23. Dachser shall have a lien on shipments in its care, custody or control for all freight and other charges invoiced to the Shipper for the shipments which remain unpaid and delinquent in accord with the terms of these Terms and Conditions. Furthermore, Dachser's lien on shipments in its care, custody or control shall extend to all unpaid and delinquent invoices for any prior shipments, whether or not the shipments have been released from Dachser's care, custody or control. In the event of the failure or inability of the consignee to take delivery of the shipment after forty eight (48) hours of notice of the shipment's arrival is given, Dachser will notify the Shipper in writing at the address shown on the waybill and request disposition instructions. If the Shipper fails to provide disposition instructions within thirty (30) days after the date of notice by Dachser or its agent, Dachser will return the shipment to the Shipper at the Shipper's expense. If the Shipper fails to accept delivery of a shipment thus returned, Dachser may deem the shipment abandoned, and upon thirty (30) days 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 Dachser in excess of such transportation will be paid to the debtor. No sale pursuant to this rule will discharge any liability or lien to any greater extent than the proceeds thereof. The Shipper, the Consignee, and Third Party shall remain liable, jointly and severally, for any deficiency.

24. The following commodities are not acceptable for carriage: Any shipment prohibited by law; alcohol or spirits; live animals; cigarettes or tobacco; coins, currency; human remains; human organs or by-products; human blood or by-products; diagnostic specimens; negotiable documents or securities; bonds; one-of-a-kind items; stamps or stamp collections; evidence of trial; perishable goods; plants; precious stones or gems of any kind; pearls; Class 1 explosives; Class 7 radioactive materials.

25. The following shipments are not acceptable with a Declared Value exceeding Dachser's minimum legal liability referenced in section "12" above: Antiques of any kind; artwork (originals); artifacts; models (including architectural); asbestos; bricks; cement products; china; crystal ware; earthenware; film or music negatives/master tapes; firebricks; furs; glass or glass items; grains; jewelry (other than costume jewelry); marble or marble tiles; meal; nonnegotiable documents; plaster casts; porcelain ware; pottery; radio tubes or isotopes; statues of any kind; stoneware; time-sensitive documents, bids, contracts and proposals;

transparencies and slides; trophies; tubes (cathode ray, transmitting, television or x-ray); vacuum flasks; vitreous enameled objects.

26. Cargo Insurance is based on Dachser's open insurance policy in effect at the date of acceptance of the shipment. The shipper or its agent must insert at least the full invoice value of the good(s) in the "Insured Value" field on the face of the waybill. Failure to insert the full invoice value of the good(s) shall reduce any insurance payment proportionately by the applicable percentage that the shipment was underinsured. Value insured for carriage by the shipper at the time of receipt by Dachser shall be subject to a valuation charge per $100.00 insured. A deductible may apply to claims on insured shipments.

27. Cargo tendered for transportation is subject to Federal Security Controls and where applicable, other governmental regulations. Copies of all relevant shipping documents showing the cargo's shipper, consignee, commodity description and other relevant data will be retained on file for at least thirty (30) days from the date the cargo was tendered to Dachser.

28. In the event the shipment covered by these Terms and Conditions is subject to carriage under cover of a through inbound or outbound international air waybill or ocean bill of lading, so that the domestic carriage of the shipment covered by this contract of carriage is incidental to and in furtherance of such inbound or outbound international carriage, then, in such event, the shipment shall be subject to the terms and conditions of the international air waybill or ocean bill of lading covering the shipment, and any statutes and tariffs incorporated therein by reference, whether or not such international air waybill or ocean bill of lading has actually been issued.