

## Motor Carrier Terms and Conditions

1. **APPLICABILITY.** Unless superseded by a written contract signed by Air Van, Inc. ("CARRIER") and the shipper, consignee, consignee, or any other entity claiming an interest in goods for which CARRIER provides transportation or otherwise arranging with CARRIER to provide such transportation (including any property broker) ("CUSTOMER") these Terms and Conditions shall govern service provided by CARRIER in the United States.
2. **CARRIER'S SERVICES.** CARRIER represents and warrants that it is duly and legally qualified to provide the transportation services contemplated herein. CARRIER agrees to comply with all applicable federal, state and local laws regarding the provision of such services. CARRIER will perform transportation with reasonable dispatch, but is not responsible for compliance with any specific shipping schedule or appointment times.
3. **PAYMENT AND CHARGES.** CARRIER will charge and CUSTOMER will pay the rates and charges set forth in the Air Van Standard Tariff unless the parties enter into a signed Rate Confirmation Agreement, in which case, the rate set forth therein will govern. CUSTOMER agrees to pay CARRIER within thirty (30) days of receiving the invoice, with interest accruing monthly at a rate of one percent (1%) per month on any unpaid balance. CUSTOMER shall also be liable for any expenses, including attorney fees, CARRIER incurs in collecting its rates and charges. In the event of failure to pay freight charges as due, CARRIER shall be entitled to a general lien on any cargo in the possession of CARRIER which is tendered or owned by CUSTOMER regardless of whether such freight charges apply to the cargo in the possession of CARRIER.
4. **ACCESSORIAL CHARGES AND FUEL SURCHARGE.** CARRIER reserves the right to impose, and CUSTOMER agrees to pay, reasonable accessorial charges including charges for detention, loading and unloading, multiple stop offs, equipment ordered and not used, etc. In addition, CUSTOMER shall be responsible for payment of a fuel surcharge in accordance with CARRIER's fuel surcharge available at [www.airvaninc.com](http://www.airvaninc.com).
5. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES REGARDLESS OF WHETHER THE PARTY TO BE CHARGED HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.
6. **CARRIER INSURANCE.** CARRIER shall comply with all insurance requirements imposed upon it by law.
7. **CARGO LOSS, DAMAGE, OR SHORTAGE; AIR SHIPMENTS.** With respect to shipments having a prior or subsequent movement by air, CARRIER's sole liability shall be for loss, damage, shortage or delay to the extent caused by CARRIER's negligence.
8. **CARGO LOSS, DAMAGE, OR SHORTAGE; ALL-GROUND TRANSPORTATION.** CARRIER's liability for loss, damage, shortage or delay with respect to any cargo not subject to the preceding section shall be as a "carrier" pursuant to the Carmack Amendment as currently codified at 49 U.S.C. § 14706 and as amended from time to time.
9. **LIMITATION AND DECLARED VALUE.** Except as other set forth in this section, CARRIER's liability with respect to damages to cargo caused by loss, damage, shortage or delay claims will be limited to \$.50 per pound per package subject to a maximum limitation of \$50.00 per shipment. If CUSTOMER wishes to declare a higher value of liability with respect to any shipment subject to this Agreement, CUSTOMER must make such request to CARRIER in writing at least seventy-two (72) hours prior to the scheduled pick-up. If such request is accepted by CARRIER in a signed writing, and CUSTOMER pays additional freight charges applicable thereto, then CARRIER will be liable for the full value declared by CUSTOMER. The declared value charge shall be ninety cents (\$0.90) for each additional one hundred dollars (\$100.00) value or portion thereof, up to a maximum carrier liability of twenty-five-thousand dollars (\$25,000.00) per shipment. CUSTOMER will not tender to CARRIER any shipment with a declared value in excess of twenty-five-thousand dollars (\$25,000.00). If CUSTOMER breaches this provision and CARRIER inadvertently accepts any such shipment, CARRIER's liability will remain capped at twenty-five-thousand dollars (\$25,000.00). The provisions of this section notwithstanding, in no event will CARRIER's liability exceed the lesser of the cost to repair or replace the goods in question. CARRIER will not be liable for cargo loss, damage or delay occurring or arising in Mexico and if it is unclear whether such a claim arose in Mexico there will be a rebuttable presumption that loss, damage or delay arose in Mexico unless rebutted by Shipper by clear and convincing evidence.
10. **CLAIM FILING.** Claims for cargo loss, damage, shortage or delay must be filed with CARRIER no later than nine (9) months from the date of delivery or, if none, the date the cargo should have been delivered. Any lawsuit arising from or related to any such claim must be commenced within two (2) years of the date of CARRIER's denial or
11. **SHIPPING DOCUMENTS.** Unless otherwise agreed in writing, all shipments tendered shall be accepted on a bill of lading. The bill of lading shall act as a receipt for cargo only and the terms and conditions thereon, if any, will not apply to services provided thereunder.
12. **FORCE MAJEURE.** CARRIER shall not be liable for any delay in the performance of obligations hereunder if performance by CARRIER is affected or prohibited by any cause beyond CARRIER's reasonable control, including without limitation, fire, labor strife, riot, war, weather conditions, acts of the public enemy, acts of God, acts of terrorism, local or national disruptions to transportation networks or operations, material equipment repairs, fuel shortages, governmental regulations, or governmental request as requisition for national defense, or requests of governmental officials.
13. **DISPUTE RESOLUTION.** These Terms and Conditions shall be deemed to have been drawn in accordance with the statutes and laws of the state of FLORIDA and in the event of any disagreement or dispute, the laws of FLORIDA shall apply and suit must be brought in FLORIDA as each party specifically submits to the exclusive personal jurisdiction of such courts for disputes involving or arising from services provided pursuant to these Terms and Conditions.