

US DOMESTIC AIR WAYBILL

TERMS & CONDITIONS OF CARRIAGE

1. **DEFINITIONS:** On this air waybill, we, our and us refer to Map Cargo International and its respective employees, agents and independent contractors. You and your refer to the exporter, importer, consignor, shipper, merchant, consignee, owner of the goods, holder of this bill of lading and its/their employees, principals and agents.

2. **AGREEMENT TO TERMS:** By giving us your shipment, you agree, regardless of whether you sign the front of this air waybill for yourself and/or as agent for and on behalf of any other person having an interest in this shipment, to all terms on this air waybill and any applicable tariff or policy manual, copies of which are available upon request. Our air waybill is NON-NEGOTIABLE, and you acknowledge that it has been prepared by you or by us on your behalf. You warrant that you are the owner of the goods transported hereunder or the authorized agent of the owner of the goods.

3. **THE AIR WAYBILL:** Our air waybill is NONNEGOTIABLE, and you acknowledge that it has been prepared by you or by us on your behalf. You warrant that you are the owner of the goods transported hereunder, or the authorized agent of the owner of the goods and that you hereby accept our terms and conditions for yourself and as agent for and on behalf of any other person having any interest in the shipment.

4. **YOUR OBLIGATIONS AND ACKNOWLEDGMENTS:** You warrant that each article in the shipment is properly described on this air waybill and is acceptable to transport by us, and that the shipment is properly marked, addressed and packed to ensure safe transportation with ordinary care in handling. You hereby acknowledge that we may abandon and/or release any item consigned by you to us which we have declared to be unacceptable or which you have undervalued for Customs' purposes or mis-described on this air waybill, whether intentionally or otherwise, without incurring any liability whatsoever to you. You agree to save and defend, indemnify and hold us harmless from all claims, damages, fines and expenses arising therefrom. You agree that you will be liable for all costs and expenses related to the shipment and for costs incurred in either returning the shipment to you or the warehousing of the shipment, pending final disposition. You are responsible for all charges, including transportation charges, duties, Customs assessments, governmental penalties and fines, taxes, and our attorney fees and legal costs related to this shipment.

5. **RIGHT OF INSPECTION OF SHIPMENT:** We have the right, but not the obligation, to inspect any shipment, including, without limitation, opening the shipment.

6. **LIEN ON SHIPMENT:** We will have a lien on any and all your property for all claims for charges, expenses, advances or money due and payable to us, including all lien and collection related costs, including, but not limited to, all freight charges, Customs duties,

advances or other charges of any kind arising out of any transportation services provided to you. In the event of nonpayment, interest will be accrued at the legal rate of interest per month from the payment due date. You agree that we can sell, upon ten (10) days written notice via registered mail to you, the goods, wares and/or merchandise, or so much thereof as may be necessary to satisfy such lien.

7. LIMITATIONS ON LIABILITY, U.S. DOMESTIC SHIPMENTS: In consideration of the service level or rates offered, you agree that we will only be liable for damage, loss or delay resulting from our negligence or fault and that our liability is limited to the lesser of the following: (i) the value of the goods actually damaged, lost, or delayed; (ii) U.S. \$0.50 per pound (where no value is declared) multiplied by the number of pounds that are actually damaged, lost or delayed, but not less than U.S. \$50.00 per shipment; or (iii) in the case of a declared value, the declared value of the goods actually damaged, lost or delayed.

LIMITATIONS ON LIABILITY, INTERNATIONAL SHIPMENTS GOVERNED BY THE WARSAW CONVENTION: If the carriage involves an ultimate destination or stop in a country other than the country of departure, the "Warsaw Convention" may be mandatorily applicable. The "Warsaw Convention" means the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw 12 October 1929, or that Convention as amended at The Hague, 28 September 1955, or that Convention as amended by the Montreal Protocol No. 4 (1975), whichever may be mandatorily applicable to the shipment. The Warsaw Convention governs and limits our liability in respect of loss, damage or delay to cargo to 17 Special Drawing Rights per kilo, unless a higher value is declared in advance by the shipper and a supplementary charge is paid to us.

8. INSURANCE: We will make reasonable efforts to effect marine, theft and/or other insurance upon the goods only after specific written instructions have been received by us in sufficient time prior to the shipment from the point of origin, and at the same time states specifically the kind and amount of insurance to be placed. We do not undertake or warrant that such insurance can or will be placed. Unless you have your own open marine policy and instruct us to effect insurance under such policy, insurance is to be effected with one or more insurance companies, or other underwriter to be selected by us. Any insurance placed shall be governed by the certificate or policy issued and will only be effective when accepted by such insurance companies or other underwriters. Should an insurer dispute its liability for any reason, the insured shall have recourse against the insurer only and we shall not be under any responsibility of liability in relation thereto, notwithstanding that the premium upon the policy may not be at the same rates as that charged or paid to us by you, or that the shipment was insured under a policy in our name. Insurance premiums and our charges for arranging the same shall be at your expense. If for any reason the goods are held in warehouse, or elsewhere, the same will not be covered under any insurance, unless we receive written instructions from you. Unless specifically agreed in writing, we assume no responsibility

to affect insurance on any export or import shipment that it does not handle. Master policy available for review.

9. LIABILITIES NOT ASSUMED:

a. WE WILL NOT BE LIABLE for your acts or omissions, including, but not limited to, improper or insufficient packing, securing, marking or addressing; violation of any terms of this agreement; loss or damage to materials not acceptable for transport or prohibited items; loss, damage or delay caused by events we cannot control, including, but not limited to, electrical or magnetic injury, erasure, acts of God, perils of the air, weather conditions, mechanical delay, acts of public enemies, war, strikes, civil commotion or acts of public authorities with actual or apparent authority.

b. WE WILL NOT BE LIABLE for delays in pick-up, transportation or delivery of any shipment, regardless of the cause of such delay.

c. WE WILL NOT BE LIABLE in any event for any special, incidental, punitive or consequential damages including, but not limited to loss of profits, income, utility, interest or loss of market, whether or not we had knowledge that such damage might be incurred.

d. WE WILL NOT BE LIABLE in any event for damage to electronic or photographic images or recordings in any form.

10. FILING A CLAIM: (A) The person entitled to delivery must make a complaint to the carrier in writing in the case (1) of visible damage to the goods, immediately after the discovery of damage and at the latest within 14 days from the receipt of the goods; (2) of the damage to the goods within 14 days from the date of receipt of the goods; (3) of delay, within 21 days of the date the goods are placed at his disposal, and (4) of non delivery of the goods within 120 days from the date of the issue of this airway bill. (B)

For the purpose of Sub-paragraph (A) above the complaint in writing must be made to us. (C) You agree we shall be discharged of all liability if a written claim is not filed in accordance with this paragraph and that the filing of a written claim is a required before any suit can be filed against us.

11. MATERIAL NOT ACCEPTABLE FOR TRANSPORT: We will not provide transportation for: currency - stamps - works of art - jewelry - precious metals - precious stones - bullion - firearms - explosives - cashier=s checks - money orders - traveler=s checks - antiques - plants - animals - pharmaceuticals - drugs - food stuffs - liquor - tobacco - perishables - negotiable instruments in bearer form - lewd, obscene or pornographic materials - industrial carbons and diamonds - IATA restricted articles, including dangerous goods and hazardous or combustible materials - any material

prohibited from transport by any law, regulation, or statute of any country in which the shipment may be carried.

12. C.O.D. AMOUNTS: We will under no circumstances be responsible for the form of payment by consignee unless specifically requested otherwise, in writing, by the shipper. We will not be liable for any fraudulent certified or cashier's check. Applicable charges for handling a C.O.D. shipment will be billed.

13. SUBSTITUTION OF MODE OR EQUIPMENT: You hereby authorize us to choose or select any alternative mode of transport for any reason in order to attempt to meet the service level you have requested including any express carrier, motor carrier or other company to transport this shipment. Transportation by air of this or any shipment is subject to availability of equipment, the space therein and the dimensions of the freight tendered. We shall have the right to (i) substitute alternative carriers or other means or modes of transportation and (ii) select the routing or deviate from that shown on the face hereof. If a motor carrier is selected, you agree to a waiver of any Carmack liability and any time for suit provisions to the extent Title 49 USC 14706 applies to this transportation. You agree that the limitation of liability stated in paragraph 7. LIMITATIONS ON LIABILITY, U.S. DOMESTIC SHIPMENTS of this air waybill will apply in cases where a motor carrier is used to transport the freight.

14. RIGHT OF REJECTION: We reserve the right to reject a shipment (i) when such shipment would be likely to cause delay or damage to other shipments, equipment or personnel; (ii) or the shipment is prohibited by law; (iii) or the shipment would violate any terms of this air waybill or our policy manual.

15. LIABILITY FOR CHARGES: You, the consignee and the third party, if applicable shall be liable, jointly and severally, (i) for all unpaid charges on account of a shipment pursuant to this contract, including, but not limited to, the cost of collection, court costs and attorney fees; and (ii) to pay or indemnify us for all claims, fines, penalties, damages, costs or other sums which may be incurred by us by reason of any violation of this contract or any other default. You agree that you shall have no right to any set off of our freight charges for any cargo lost, damaged or delayed.

16. FINAL DISPOSITION: In the event of the failure or inability of the consignee to take delivery of the shipment, we will notify you in writing at the address shown on the air waybill and request disposition instructions. If you fail to provide final disposition instructions within 30 days after the date of notification, we will dispose of the shipment at private or public auction and pay out of the net proceeds of the sale for charges due us and remit the balance to the shipper. You, the consignee and any third party, if applicable, remain jointly and severally liable for any deficiency.

17. INVALID PROVISIONS: If any provision of this contract, and any other terms and

conditions incorporated by reference, are determined to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.

18. CONSTRUCTION OF TERMS AND VENUE: The foregoing terms and conditions shall be construed according to the federal common law of the United States of America. Unless otherwise consented to, in writing, by us, any legal proceeding against us shall be exclusively brought by you, your assigns or subrogee in the United States District Courts of Los Angeles California.

19. TIME FOR SUIT: We shall be discharged of all liability unless suit is brought in the proper forum within one year after the delivery of the goods or the day that the goods should have been delivered. In the event that a one year time period shall be found contrary to any convention or law that is compulsory applicable, the period prescribed by such convention or law shall apply.