

## TERMS AND CONDITIONS

1. In tendering this shipment. Shipper specifically agrees to the terms and conditions of this contract. No agent or employee of the parties may bindingly alter this contract and that this tender is NON-NEGOTIABLE and has been prepared by shipper or on shipper's behalf by WorldTrans Services, Inc. It is mutually agreed that the conditions of carriage for this shipment are governed by WorldTrans Services, Inc. rules and regulations for inspection at WorldTrans Services, Inc. offices and which are hereby specifically incorporated into this contract by reference as if written hereon and become a part of this air bill contract.
2. Shipper warrants that this shipment is packaged adequately to protect the shipment and insure safe transportation with ordinary in handling.
3. WORLDTRANS SERVICES, INC. SHALL NOT BE LIABLE IN ANY EVENT FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR LOSS OF INCOME. WHETHER OR NOT WORLDTRANS SERVICES, INC. HAD PRIOR KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.
4. All claims for loss and damage must be received by WorldTrans Services, Inc. within 120 days after WorldTrans Services, Inc. accepted the shipment. Concealed loss/damage must be reported IN WRITING to the WorldTrans Services, Inc. General Office within 7 days after delivery, or if perishables, verbally within 48 hours. No claims will be paid until transportation charges have been paid. Claims may not be deducted from transportation charges. Legal action to enforce a claim must be brought within one (1) year after the claim has been denied by WorldTrans Services, Inc., in whole or part. Claims for over charges must be made in writing to the forwarder within one year after date of acceptance of the shipment by the forwarder.
5. WorldTrans Services, Inc. shall not be liable for loss, damage or delay caused by Acts of God, public authorities, strikes, labor disputes, weather, mechanical aircraft failures, acts or omissions of customs or quarantine officials, acts or defaults of the owner or shipper, civil commotions or the inherent nature of the product.
6. Notwithstanding the shipper's instructions to the contrary, shipper and consignee shall be jointly and severally liable for all costs and expenses related to the transportation of the shipment, including the inability of the designated payor to pay the charges due. In addition the shipper shall be liable for all costs in either returning the shipment to the shipper or warehousing the shipment pending disposition should the shipment be undeliverable.
7. Charges are due upon receipt of invoice and will be deemed delinquent if not paid within 30 days of invoice date. Delinquent invoices are subject to 18% annual interest (1.5% per month).
8. Full liability is available at (higher) extra charges in accordance with the applicable schedules, and as specifically requested by the shipper on the face hereof.
9. Limit of Liability: Except for carriage to which the Warsaw Convention applies and/or as otherwise provided in forwarder's tariff or conditions of carriage, shipments not having a declared value, the value shall be the greater of \$50.00 or \$0.50 per pound multiplied by the number of pounds of the shipment which may have been lost, damaged or destroyed.
10. The amount of any damages actually sustained, whichever is the lesser amount.
11. Except as otherwise provided in forwarder's tariff or conditions of carriage, for cargo moving in international transportation to which the Warsaw Convention does not apply, forwarder's liability shall not exceed U.S. \$20.00 or the equivalent per kilogram of cargo loss, damaged or delayed, unless a higher valued is declared by the shipper and a supplementary charge paid.
12. Parties agree that any claims or legal action of whatever nature, brought against WorldTrans Services, Inc. for whatever reason, must be brought in the courts in the State of California, and no other state shall have jurisdiction over any such action.
13. When written instructions are received to collect cash, the forwarder reserves the right to accept cash, cashier's check, certified check, money order or other similar instrument issued by or on behalf of the consignee. All checks (including cashier's checks and certified checks) and money orders tendered in payment of C.O.D.'s will be accepted at the shipper's risk including but not limited to, risk of nonpayment and forgery, and forwarder shall not be liable under any such instrument.
14. Shipper's instructions to collect a C.O.D. amount, will likewise be the forwarder's instructions to insure or declare a value of an amount equal to the C.O.D. amount in the event of loss or damage to all or part of the shipment to which the C.O.D. applied. Forwarder's tariff rate for such insurance/declared value charges will likewise apply in addition to the normal C.O.D. fee.