

CONDITIONS OF CONTRACT

1. As used in this Contract of Carriage, "Aeronet" shall mean Aeronet, Inc., and all its authorized agents and subsidiaries.
2. Shipper hereby agrees to all the Conditions of Contract, which no agent or employee of the parties may alter, named herein upon tendering of freight to Aeronet and Consignee agrees to the same Conditions of Contract upon receipt of freight. The shipper certifies and represents to Aeronet that the information inserted on the face of this shipping document is accurate and complete. Both the Shipper and Consignee as well as the Payor also agree to the the rates, rules and classifications set forth in Aeronet's currently effective tariffs, which are available for inspection and incorporated into this contract by reference. Shipper in this contract means the party having an interest in the shipment, and any party who acts as an agent for any of the above. Except to the extent of any written contract between shipper and Aeronet, this shipping document supersedes and negates any claimed, alleged or asserted oral agreement, promise, representation or understanding between the parties with respect to this shipment
3. In the event of a conflict between verbal instructions and those spelled out on the Aeronet airbill, the later will take precedence and will be used to determine how the shipment will be handled.
4. Shipper hereby warrants that each package in this shipment is properly and completely described on this shipping document, is properly marked, labeled and addressed, and is packaged adequately to protect the enclosed goods and to insure safe transportation with ordinary handling, and except as noted is in good order and condition and that each package does not violate existing federal or state transportation regulations. For articles shipped in unenclosed containers, Aeronet shall not be liable for damages/loss unless mishandling and/or loss is evident and is so noted on the delivery receipt at time of delivery. A shipment in which delivery is made in exchange for a clear delivery receipt shall be prima facie evidence of having received ordinary care in handling.
5. At time of delivery the consignee must note on the delivery receipt any exceptions to the shipping containers that would indicate a discrepancy (shortage in the shipment, damage to the containers, or possible damage to the contents of the containers). The consignee may not inspect the contents of the shipping containers until the consignee signs for the shipment on the delivery receipt. Such notations as "subject to inspection" and "subject to recount" are not exceptions. A shipment in which delivery is made in exchange for a clear delivery receipt shall be prima facie evidence of having received ordinary care in handling and that no damage had occurred while the shipment was in Aeronet's care.
6. Aeronet shall not be liable in any event for any special, incidental, or consequential damages, including but not limited to loss of profits, interest, utility, income, or loss of market, whether or not Aeronet had knowledge that such damages might be incurred.

7. Aeronet shall not be liable for any loss, damage, delay, misdelivery, non-delivery or other result not caused by its own negligence. Aeronet shall not be liable for special or consequential damages, acts of God, strikes, civil commotions, acts of war, weather, aircraft failures, mechanical failures, acts or omissions of customs or quarantine officials, the nature of the freight or any defects thereof, public enemies, acts of terrorism or omissions of the shipper or consignee for failure to observe the terms and conditions of the contract of carriage contained in this shipping document, including but not limited to improper packaging, marking, incomplete/inaccurate shipping instructions and the rules relating to freight not acceptable for transportation or freight acceptable only under certain conditions as outlined below.

8. If each piece of the shipment's weight is not specifically identified on the Aeronet shipping document at the time of shipment and is so identified on the delivery receipt as being lost, damaged, destroyed, or otherwise adversely affected at time of delivery, Aeronet shall be liable subject to tariff provisions in effect at the time of the shipment for the average weight of the shipment which will be calculated by dividing the total weight of the shipment by the number of pieces in the shipment. The total weight amount must be inserted in the "Weight" box on the face of this shipping document for this provision to apply.

9. All claims for overcharges must be made in writing to Aeronet within one year from date of shipment. All claims for loss or damage must be made in writing to Aeronet within 90 days from date of shipment and all merchandise must be retained in the original shipping container with all packing materials available for inspection by Aeronet at place of delivery for a period of 30 days after Aeronet has received written notice of damage. In accordance with these conditions of contract herein, only shipments signed off with a specific visible damage notation at time of delivery will be considered for a claim. Aeronet does not participate and will not be held responsible for any consequential damages for a shipment. No claim for loss or damage will be entertained until all transportation charges thereon have been paid. The amount of claims may not be deducted from transportation charges. Legal action to enforce a claim must be brought within one year after claim has been denied in writing by Aeronet.

10. Unless otherwise expressly provided in Aeronet's tariffs, and subject to any conditions or restrictions contained therein, the following articles will not be accepted for carriage: any shipment prohibited by law, original works of art; antiques; bonds; coins of any kind; currency, currency equivalents, furs, fur clothing, gems or stones (cut or uncut); industrial diamonds; gold or silver; coined concentrates; jewelry (other than costume jewelry); pearls; precious metals; securities (negotiable); time sensitive written material (when the insurance value exceeds \$0.50 per pound); household goods and/or personal effects, one of a kind articles or models; prototypes; valuable rugs (i.e. Oriental rugs, Persian rugs) and prints or lithographs when the total insurance value of the shipment exceeds \$500.00 or when the insurance value exceeds \$0.50 per pound, per piece; and such other articles provided in Aeronet's tariff's. Aeronet shall not be liable for any loss, damage, delay, liabilities or penalties resulting from the transportation of any of the

foregoing articles, however described or misdescribed in this shipping document, and no employee or agent of Aeronet has any authority to accept for transportation such articles or to waive the limitation herein contained.

11. Shipper and consignee shall hold Agent and its agents harmless for loss/delay/damage or any monetary losses which are a result of auxiliary services including but not limited to local cartage of unpacked/uncrated freight crating, uncrating packing and unpacking which are requested by the shipper or consignee and arranged by Aeronet as a customer service unless such services are actually performed by Aeronet or its agents. Such limitation shall extend to the selection by Aeronet of the providers of 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 services or by Aeronet. Providers of auxiliary services are contractors for the shipper and consignee and are not agents for Aeronet. Under no circumstances will the liability of Aeronet for any monetary loss which is a result of any auxiliary services performed by Aeronet or its agents be greater than the liability contained in this contract.

12. Should Aeronet successfully defend itself for any legal actions brought by any party with an interest in this shipment, Aeronet shall be entitled to reasonable attorney fees and costs. Any disputed claim not greater than \$15,000.00 is to be settled through binding arbitration submitted to the Transportation Arbitration Board or the American Arbitration Association under its cargo claim arbitration program. An alternative arbitrator is to be selected by Aeronet if the claim is unacceptable for arbitration by both of the above arbitrators.

13. For shipments having insurance values over \$25,000.00, Aeronet must be given advance notice prior to pick up.

14. Aeronet's liability for loss or damage is limited to a minimum of \$50.00 per shipment or \$0.50 cents per pound, per piece, of cargo lost, visibly damaged, misdelivered or otherwise adversely affected, whichever is greater for the portion of the shipment which has been lost or visibly damaged. Aeronet's liability for damage not noted at time of delivery is limited to a minimum of \$50.00 per shipment or \$0.25 per pound, per piece. This limitation is subject to provisions as published in Aeronet's tariffs in effect at the time of this shipment. Insurance is available upon request, in writing, by placing on the front of the this shipping document the insurance value requested in the "Insurance" box. The charge for insurance for domestic shipments is a \$10.00 minimum, or \$.060 cents for each \$100.00 of value, or fraction thereof, whichever is greater, for general commodities and is subject to change without notice. The charge for insurance for international air shipments to a \$15.00 minimum, or \$.60 cents for each \$100.00 of value, or fraction thereof, whichever is greater, for general commodities and is subject to change without notice. The charge for international ocean or other modes of transportation is subject to a \$15.00 minimum, or the current rate by destination for each \$100.00 of value, or fraction thereof, whichever is greater, for general commodities and is subject to change without notice. For "unusual" commodities or "high risk" commodities, higher insurance charges, minimums and deductibles may apply. Aeronet

reserves the right to determine which commodities are considered “general commodities” and which are considered “unusual or high-risk commodities.” The insurance option to certain foreign countries may have restrictions.

15. Insurance coverage is based on the open Aeronet insurance policy in effect on the date of the shipment. Failure to properly complete the insurance option box on the face of this shipping document shall void the coverage this option affords. Failure to insert full value insurance amount shall reduce any insurance payment proportionately. There are exceptions and/or special insuring conditions to the insurance option. Contact Aeronet for details.

16. If this is an international shipment, a) rules as established by the Warsaw Convention shall apply, b) except as otherwise provided in Carrier’s tariffs or conditions of carriage, in carriage to which the Warsaw Convention does not apply, Carrier’s liability shall not exceed U.S. \$20.00 or the equivalent per kilogram of goods lost, damaged, or delayed, unless a higher value is insured by the shipper and supplementary charge paid, c) Aeronet accepts this shipping document as a shipper’s letter of instructions with authorization to prepare and sign on shipper’s behalf an international shipping document and d) the shipper may select insurance coverage by inserting on the face of this shipping document in the “Insurance” box the amount of insurance requested for carriage.

17. Aeronet will assess transportation charges bases on the actual or dimensional weight, whichever is greater. Dimensional weight will be based on length times width times height in inches divided by a cubic factor of 194 for domestic air shipments. For ground shipments whose destination is within the Continental United States, a factor of 250 will apply. For international air shipments a factor of 166 shall apply. The dimensions as well as the actual weight of a shipment are subject to Aeronet's confirmation of the dimensions and actual weight.

18. Shipments may be diverted to surface transportation if required at Aeronet’s sole discretion because of size, to expedite its delivery, or other operational reasons. In any case, air freight charges from origin to destination will apply. Aeronet shall have the right to a) substitute alternate carriers or other means of transportation and b) select the routing or deviate from that shown on the face hereof.

19. All shipments may, at Aeronet’s option, be opened for inspection. However, Aeronet is not obligated to perform such inspection.

20. Collect on Delivery (C.O.D.) service is provided under the following conditions a) 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 shipping document, b) shipper must specify the type of payment to be received (e.g., cash, company check, money order, cashier’s check, or credit card) in the “C.O.D./F.C.C.O.D.” box in the “Check Bill To” box on the front of this shipping document and c) Aeronet and shipper agree that Aeronet does not guarantee nor verify that a check, money order, cashier’s

check, credit card or other such financial instrument is valid or negotiable. All payments are collected at shipper's risk.

21. Unless prior arrangements are made, the acceptance of cash by Aeronet and its agents for payment of freight charges and/or C.O.D. amounts is limited to a maximum of \$500.00 per shipment and/or per stop. Payment of freight charges and/or C.O.D. amounts in excess of \$500.00 must be remitted by cashier's checks, certified check, money order or consignee's credit card or check as authorized by the shipper in writing.

22. All freight charges are due and payable upon receipt of an invoice from Aeronet. Any charges not paid within 20 days from date of shipment will be deemed delinquent and subject to collection. Aeronet will be entitled to recover all reasonable collection and legal costs from shipper, consignee or payor. Finance charges at a rate of 1.5% per month will be assessed on delinquent accounts and a \$25.00 service charge will be assessed on any check returned from the bank for insufficient funds or any other reason.

23. All freight charges are deemed to be prepaid by shipper unless otherwise marked by shipper at the time of receipt of shipment by Aeronet. Aeronet reserves the right to refuse to change the payor on any shipment. If the request is not received within 10 days from the date of shipment. The same refusal will apply if the new payor does not have an open account with Aeronet.

24. The shipper and the consignee shall be liable, jointly and severally, a) for all unpaid charges payable on account of a shipment pursuant to this contract, and b) to pay or indemnify Aeronet for all claims, fines, penalties, damages, collection and legal expenses, costs or other sums which may be incurred by Aeronet by reason of any violation of this contract or any other default of the shipper, consignee, payor or their agents.

25. Aeronet reserves the right to impose a lien on the freight of shippers with delinquent charges on previous shipments, including the cost of storage and security until such charges have been paid within the terms agreed upon in the contract of carriage in existence between shipper, consignee and carrier.

26. Aeronet shall have a lien on the shipment for all sums due and payable to Aeronet pursuant to this contract. Aeronet may refuse to surrender possession of the goods until such charges are paid.

27. Cargo items tendered for air transportation are subject to aviation security controls by air carriers and when appropriate, other government regulations. Copies of all relevant shipping documents showing the cargo's consignee, consignor, description, and other relevant data will be retained on file until the cargo completes its air transportation.