

TERMS AND CONDITIONS
AND LIMITATION OF LIABILITY

The liability of Cargo Maxx Logistics, Inc., for loss of or damage to any shipment is limited to a maximum of 50 cents per pound per article, up to a maximum of \$1,000.00 per shipment. If additional valuation is needed, customer must state the valuation of the goods and sign the declaration of value:

VALUE OF THE SHIPMENT: \$ _____
SHIPPER'S SIGNATURE: _____

An additional valuation charge of \$15.00 per \$100.00 of valuation will be assessed.

- (1) ANY CHANGES IN THE SERVICE CONDITIONS WILL RESULT IN ADDITIONAL CHARGES.
- (2) DELIVERY TIMES ARE NOT GUARANTEED. IF GUARANTEED DELIVERY TIME IS REQUIRED BY CUSTOMER, AN ADDITIONAL CHARGE WILL BE ASSESSED.
- (3) If there is a conflict between the terms and conditions of this shipment confirmation and any terms or conditions in any other document (including a bill of lading prepared by a shipper, the consignee or another party) covering any shipment tendered to Cargo Maxx Logistics, Inc., these terms and conditions shall control and shall supersede any conflicting terms and conditions in those other documents.
- (4) Your signature (whether original or by return fax or electronically) on any document covering any shipment tendered to Cargo Maxx Logistics, Inc., is an agreement to these terms and conditions. Tender of the shipment to Cargo Maxx Logistics, Inc., or acceptance of all or any part of any shipment from Cargo Maxx Logistics, Inc., also constitutes an agreement to these terms and conditions and an agreement to pay all applicable charges, costs, fees (including attorneys' fees) and expenses applicable to the shipment.
- (5) Neither Cargo Maxx Logistics, Inc., nor any carrier or other service provider contracted by Cargo Maxx Logistics, Inc., shall be liable for delay or loss of or damage to any part of any shipment tendered to Cargo Maxx Logistics, Inc., when that delay, loss or damage is caused by the act of God, the public enemy, the authority of law, or the act or omission of a person or entity other than Cargo Maxx Logistics, Inc., or the carrier or other service provider, the inherent vice or defects of the goods shipped, natural loss or shrinkage, or as a result of any other cause or condition beyond the reasonable control of Cargo Maxx Logistics, Inc., or the carrier or other service provider.
- (6) If, for any reason beyond the control of Cargo Maxx Logistics, Inc., or the carrier or other service provider contracted by Cargo Maxx Logistics, Inc., delivery of a shipment or any part of it at the time and place agreed to is possible, the liability of Cargo Maxx Logistics, Inc., and the carrier or other service provider shall that of a warehouse only. Cargo Maxx Logistics, Inc., in its discretion, may hold the shipment or any part of it on a vehicle or store it somewhere else. In either case, reasonable storage charges will be assessed until shipment is delivered, and Cargo Maxx Logistics, Inc., shall have a lien on any such shipment for all of its charges and may enforce that lien in any manner allowed by law.
- (7) As a condition precedent to recovery, claims for loss of or damage to any shipment must be filed in writing with Cargo Maxx Logistics, Inc., within 9 months after delivery of the shipment, or, in case of failure to make delivery, then within 9 months after a reasonable time for delivery has elapsed. Lawsuits on such claims shall be instituted against Cargo

Maxx Logistics, Inc., only within 2 years and 1 day from the date of notice in writing given by Cargo Maxx Logistics, Inc., to the claimant the claim has been disallowed, either in whole or in part. Where claims are not filed or suits are not instituted on those claims in accordance with these provisions, Cargo Maxx Logistics, Inc., will not be liable for any such claim, and such claims shall not be paid.

(8) No claim for loss of or damage to a shipment or a part of a shipment will be accepted or processed unless and until all charges applicable to each shipment have been paid in full. In the event that a claim is filed on a shipment for which full charges have not been paid, that claim will be deemed to be declined as of the date on which it is received by Cargo Maxx Logistics, Inc.

(9) When a shipment or part of it which has been transported under this Shipment Confirmation is refused by a consignee, and if shipper or consignor do not give Cargo Maxx Logistics, Inc., other delivery or handling instructions within 72 hours of notice to shipper or consignor that the shipment has been refused, the shipment may be sold or otherwise disposed of in any way allowed by law. The proceeds of any sale made under this Shipment Confirmation shall be applied to payment of its charges (including all costs, expenses, fees and attorneys fees), storage, and any other charges and expenses arising out of or connected with the sale of the goods, and other costs, fees and expenses incurred to care for or maintain the goods. Any remaining balance will be paid to the actual owner of the goods.

(10) Shipper, consignor and consignee shall be absolutely responsible and liable, jointly and severally, for all charges, expenses and fees (including attorneys's fees) under this Shipment Confirmation; shipper, consignor and consignee shall be so liable even if another person or entity is directed to receive the initial invoice for services described in this Shipment Confirmation. Delivery of the shipment may be refused if Cargo Maxx Logistics, Inc., reasonable deems itself insecure as to payment or shipper, consignor or consignee do not provide reasonable assurances that Cargo Maxx Logistics, Inc., will receive full payment for charges, expenses, fees and services.

(11) If full payment of all of Cargo Maxx Logistics, Inc.'s charges has not been made within 45 days of the date of Cargo Maxx Logistics, Inc.'s invoice, any party responsible for payment of those charges will be invoiced and will be responsible for payment of attorneys' fees, court costs, expert witness fees, and any other costs, fees and expenses incurred in connection with the collection of any amount due, including both pre-judgment and post-judgment collection proceedings.

(12) The exchange of faxes or e-mails between the parties is an agreement to these terms and conditions. Acceptance of a shipment covered by these terms and conditions is an agreement to all of these terms and conditions, even if a shipment confirmation is not signed or returned by the shipper.

(13) Payment of Cargo Maxx Logistics, Inc.'s invoices are due within 30 days of the date of invoice. Finance charges of 1-1/2% per month will be added on all invoiced amounts outstanding after 30 days from date of invoice. CUSTOMER, consignor and consignee will be responsible for payment of all costs, expenses and fees (including attorneys' fees) incurred by Cargo Maxx Logistics, Inc., to collect amounts invoiced.