

TERMS & CONDITIONS



1. ACT 2 SERVICES, INC., a California company and all of ACT 2 SERVICES, INC.'s employees and authorized agents; "Shipper" means the party signing this Contract as Shipper as well as any party (including an insurer) having an interest in the shipment, any party paying for the Shipment and any party who acts as an agent for the Shipper; "Shipment" means any and all property (whether said property is classified as goods, freight, cargo, commodities or otherwise) shipped pursuant to this Bill of Lading; "Contract of carriage" and "Contract" both mean the terms and conditions stated on both sides of this Bill of Lading; and "Consignee" means the party receiving said Shipment. No employee or agent of any party may alter any of the terms and conditions of this Contract. Shipper agrees, on behalf of Shipper and as an agent for any other claimed Shipper, and as agent for Consignee, that carriage and all other services performed herein are subject to both the terms and conditions as well as to the rates, rules and classifications set forth in ACT 2 SERVICES, INC.'s currently effective tariff and/or service guide (which is/are available for inspection), all of which are incorporated herein by this reference. This Contract supersedes and negates any claimed, alleged or asserted oral agreement, promise, representation or understating between the parties with respect to the Shipment. Shipper certifies and represents to ACT 2 SERVICES, INC. that the information inserted on the front of this Bill of Lading is accurate and complete. In the event of a conflict between verbal instructions and those written by Shipper on the front of the Bill of Lading, the latter will take precedence and will be used to determine how the shipment will be handled.
2. Shipper warrants that each item of property in this Shipment is truthfully, properly and completely described in this Bill of Lading, is properly marked, labeled and addressed, and is packaged adequately to protect the enclosed property and to insure safe transportation with ordinary handling, and except as noted on the face of this Bill of Lading, is in good order and condition and that each item of property does not violate existing federal or state transportation regulations. The Shipper must indicate the type of service requested in the designated area on the face of the Bill of Lading. If the type of service is not indicated, the Shipment will be rated at the highest applicable tariff rate. At the 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, or possible damage to the contents of the container). 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. All Shipments may at ACT 2 SERVICES, INC.'s option, be opened to inspection. However, ACT 2 SERVICES, INC. is not obligated to perform such inspection. ACT 2 SERVICES, INC. reserves the right to recalculate weight and dimensions of any Shipment and adjusts its charge accordingly. A dimensional factor of 200 shall be used on domestic shipments and a dimensional factor of 166 shall be used on international shipments.
3. Notwithstanding anything else contained in this contract: A) ACT 2 SERVICES, INC. shall not be liable in any event for any special, incidental or consequential damages, including but not limited to loss of profits, loss of income, loss of use, or loss of market, whether or not ACT 2 SERVICES, INC. had knowledge that such damages might be incurred, and irrespective of the negligence or fault of ACT 2 SERVICES, INC.; and/or B) ACT 2 SERVICES, INC. shall also not be liable in any event, whether or not ACT 2 SERVICES, INC. had knowledge that such damages might be incurred, and irrespective of the negligence or fault of ACT 2 SERVICES, INC., for any damages resulting from any or all of 1) Acts of God, 2) Strikes or Civil Commotion, 3) Weather, 4) Aircraft failures or mechanical failures, 5) Acts or omissions of customs or quarantine official, 6) The nature of inherent vice or any defect or characteristic of any part of a shipment, 7) Acts of public enemies, acts of terrorism, acts of war, or 8) Omissions of the shipper and/or consignee (including but not limited to improper packaging, marking incomplete/inaccurate shipping instructions, or mislabeling or any part of a shipment by the shipper), and/or 9) Violation of the shipper and/or consignee of any of the terms and conditions of this contract or the rules relating to any part of a shipment not acceptable for transportation or acceptable only under certain conditions as outlined herein. Further, unless a greater value is declared in writing (NOT TO EXCEED \$25,000.00) in the space entitled "Declared Value" on the front of this bill of lading and the shipper

has agreed prior to shipment to pay the excess value fee assessed by ACT 2 SERVICES, INC. for said greater declared value, the shipper releases all property in this shipment to a released value of fifty cents (U.S.) per pound. Therefore, whether or not ACT 2 SERVICES, INC. had knowledge that such damages might be incurred, and irrespective of the negligence or fault of ACT 2 SERVICES, INC., ACT 2 SERVICES, INC.'s total liability for loss or damage for all or any part of this shipment is limited to proven damages up to an amount not exceeding fifty cents (U.S.) per pound, unless A) A greater value is declared in writing in the space entitled "Declared Value" on the front of this bill of lading and B) The shipper has agreed, prior to shipment, to pay the excess value fee assessed by ACT 2 SERVICES, INC. for said greater declared value. In such an event involving a declared value, ACT 2 SERVICES, INC.'s liability shall be limited to proven damages not to exceed the higher declared value for which the shipper has agreed, prior to shipment, to pay the excess value fee. Notwithstanding the foregoing, under no circumstances will the liability of ACT 2 SERVICES, INC. for any monetary loss which is a result of auxiliary services performed by ACT 2 SERVICES, INC. or its Agents be greater than the liability contained in this contract. Shipper agrees to indemnify ACT 2 SERVICES, INC. for all amounts claimed or awarded in excess of \$.50 per lb. for domestic shipments.

4. If this is an international shipment, then the rules as established by the Montreal Convention shall apply to the international carriage of any shipment for proven damages, irrespective of the negligence or fault of ACT 2 SERVICES, INC., unless A) A greater value is declared in writing in the space entitled "Declared Value" on the front of this Bill of Lading and B) The shipper has agreed, prior to shipment, to pay the excess value fee assessed by ACT 2 SERVICES, INC. for said greater declared value. In such an event involving a Declared Value, ACT 2 SERVICES, INC.'s liability shall be limited to proven damages not to exceed the higher Declared Value for which the shipper has agreed, prior to shipment, to pay the requested excess value fee. Notwithstanding the foregoing under no circumstances will the liability of ACT 2 SERVICES, INC. for any monetary loss which is a result of auxiliary services performed by ACT 2 SERVICES, INC. or its Agents be greater than the liability contained in this contract. If this is an international shipment and it is determined by a court of competent jurisdiction that the Warsaw Convention does not apply to all or any part of this shipment, then all of the terms and conditions of this contract (other than this paragraph 4) shall apply to this shipment. Shipper agrees to indemnify ACT 2 SERVICES, INC. for all amounts claimed or awarded in excess of the limits applied via the Montreal Convention for international shipments.
5. All claims for overcharges must be made in writing to ACT 2 SERVICES, INC. within one (1) year from the date of the shipment. All other claims (except concealed loss/damage claims) for loss or visible damage must be made in writing to ACT 2 SERVICES, INC. within two hundred seventy (270) days from the date of shipment. Claims for concealed damage after a clear receipt for the shipment has been given must be reported in writing to ACT 2 SERVICES, INC. within three (3) days of delivery, and all property must be retained in the original shipping container with all packing materials available for inspection by ACT 2 SERVICES, INC. at a place of delivery for a period of no less than thirty (30) days after ACT 2 SERVICES, INC. has written notice of damage. No claim for loss or damage will be entertained until all transportation charges have been paid in full. The amount of 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 in writing by ACT 2 SERVICES, INC.