

**CONDITIONS OF CONTRACT**  
**(A Freight Forwarder)**  
**A Division of MCS Cargo Systems, Inc.**

1. In tendering this shipment, the shipper agrees to these Conditions of Contract, which no agent or employee of the parties may alter, and that this way bill is NON-NEGOTIABLE and has been prepared by the Shipper. The Shipper certifies and represents to **EA LOGISTICS** that the information inserted on the face of this way bill is complete and accurate. It is agreed among the parties involved that the conditions of carriage for this shipment are governed by **EA LOGISTICS'** tariffs, available for inspection at **EA LOGISTICS'** offices, and which are hereby incorporated into this contract. Note: Shipper in this contract means the party from whom the shipment is received, the party who requested the shipment be transported by **EA LOGISTICS**, any party having an interest in the shipment, and any party who acts as an agent for any of the above.

2. **SHIPPER WARRANTS** that each package in this shipment is properly described on the way bill, is properly marked and addressed, is packaged adequately to protect the enclosed goods to insure safe transportation with ordinary care and handling, and except as noted is in good order and condition. For articles shipped in unenclosed containers that are adequately packaged and marked to insure safe transportation with ordinary care in handling. **EA LOGISTICS** shall not be liable for damage/loss unless abusive handling and/or loss is evident and is so noted on the delivery receipt at time of delivery. NOTE: 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.

3. At time of delivery, the **CONSIGNEE MUST NOTE** on the way bill 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. Note: Such notations as "subject to inspection" and "subject to recount" are not exceptions.

4. **EA LOGISTICS SHALL NOT BE LIABLE IN ANY EVENT FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, INCOME, INTEREST, UTILITY, OR LOSS OF MARKET WHETHER OR NOT EA LOGISTICS HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.**

5. Due to the inherent nature of the air freight business, **EA LOGISTICS** does not guarantee pick up, transportation, or delivery by a stipulated date or a stipulated time, nor shall **EA LOGISTICS** be liable for the consequences of failure to do so.

6. All claims other than overcharge, concealed loss or damage, or service failure must be made in writing to **EA LOGISTICS**, at its corporate office address shown on the face of this way bill, within two hundred seventy (270) days after the date of acceptance of the shipment by **EA LOGISTICS**. A claim involving concealed loss or damage must be made in writing to **EA LOGISTICS**, at its corporate office address shown on the face of this way bill, within fourteen (14) days from the date of shipment delivery. The shipment, its container(s), and packing material must be made available to **EA LOGISTICS** for inspection at the delivery location.

A claim for overcharge must be made to **EA LOGISTICS** in writing within one hundred eighty (180) days from the initial invoice date.

A claim for service failure must be made to **EA LOGISTICS** in writing within thirty (30) days after the date of acceptance of the shipment by **EA LOGISTICS**.

No Claim will be entertained until all transportation charges have been paid. Claim amounts cannot be deducted from transportation charges or other sums owed **EA LOGISTICS**. Legal action to enforce a claim must be brought against **EA LOGISTICS** within two (2) years after the claim has been denied in whole or in part by **EA LOGISTICS**.

**EA LOGISTICS** shall have no liability for any such claims for which notice and documentation is not filed within the time limits set forth herein.

7. **EA LOGISTICS'** liability, in the absence of a higher declared value for carriage, is limited to a minimum of \$50.00 per shipment or \$0.50 per pound, per piece, of cargo lost, damaged, misdelivered or otherwise adversely affected. This limitation is subject to provisions as published in **EA LOGISTICS'** governing tariffs in effect at the time of this shipment. Declared values for carriage in excess of \$0.50 per pound, per piece, shall be subject to an excess valuation charge.

8. Unless each piece of the shipment has a declared value stated and is specifically identified on the **EA LOGISTICS** way bill at time of shipment and is so identified on the **EA LOGISTICS** way bill as being lost, damaged, destroyed, or otherwise adversely affected at time of delivery, **EA LOGISTICS** shall be liable subject to tariff provisions in effect at time of the shipment for the average declared value of the shipment multiplied by the packaged weight of the piece(s) adversely affected. The average declared value of the shipment shall be determined by dividing the total declared value of the shipment by the total weight of the shipment.

9. **EA LOGISTICS** shall not be liable for loss, damage, or delay caused by: acts of God; public authorities acting with actual or apparent authority; strikes; labor disputes; weather; mechanical failures; aircraft failures; civil commotions; acts or omissions of customs or quarantine officials; the nature of the shipment or any defects thereof; public enemies; hazards incident to a state or war; acts of terrorism; and by acts, defaults, omissions of the Shipper or Consignee for failure to observe the terms and Conditions of Contract contained in this way bill including but not limited to improper packaging, marking, way bill information, and the rules relating to shipments not acceptable for transportation or shipments acceptable only under certain conditions as outlined below.

10. In the event of the failure or inability of the consignee to take delivery of the shipment, Forwarder will notify shipper in writing at the address shown on this shipping document and request disposition instructions. If the shipper fails to provide disposition instructions within 30 days after the date of Forwarders notice, Forwarder will return shipment to the shipper at the shipper's expense. If the shipper fails to accept delivery of a shipment thus returned, Forwarder may, upon 30 days written notice to the shipper, dispose of the shipment at public or private sale and pay itself out of the proceeds to satisfy the transportation charges owing on the shipment. Any sums collected by Forwarder in excess of such transportation charges will be paid to the shipper. No sale or disposal pursuant to this rule will discharge any liability or lien to any greater extent than the proceeds thereof. The shipper and the consignee shall remain liable, jointly and severally, for any deficiency.

11. Unless otherwise expressly provided in **EA LOGISTICS'** 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; furs; fur clothing; gems or stone (cut or uncut); industrial diamonds; gold or silver coined concentrates; jewelry (other than costume jewelry); money; pearls; precious metals; securities (negotiable); time sensitive written material (e.g. bids, contract, proposals, etc. when the declared value exceeds \$0.50 per pound); household goods and/or personal effects when the total declared value of the shipment exceeds \$500.00 or when the declared value exceeds \$0.50 per pound, per piece; and such other articles provided in **EA LOGISTICS'** governing tariffs and service guide. **EA LOGISTICS** 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 way bill, and no employee or agent of **EA LOGISTICS** has any authority to accept for transportation such articles or to waive the limitations herein contained.

12. Without prior notification, **EA LOGISTICS** is insured for aggregate losses at any one time at any one place under a cargo policy with maximum limits of \$250,000.00. For shipments valued over \$250,000.00, **EA LOGISTICS** must be given advance notice so additional coverage can be arranged.

13. Rates and charges for this shipment will be based on actual or dimensional weight, whichever is greater.

14. If this is an international shipment liability rules under either the Warsaw Convention or the Montreal Convention, whichever is applicable, shall apply, and **EA LOGISTICS** accepts this way bill as a Shipper's letter of instruction with authorization to prepare and sign on Shipper's behalf an international way bill. For international shipments, **EA LOGISTICS** reserves the option to act as agent of the carrier, instead of as a forwarder in which event the direct carriers tariffs shall apply to this shipment.

15. Unless inserted otherwise on the face or the way bill, the C.O.D. amount of a shipment shall be deemed to be the declared value for carriage amount. This declared value for carriage amount in excess of \$0.50 per pound, per piece, shall be subject to an excess valuation charge.

16. **EA LOGISTICS** will provide C.O.D. (Collect on Delivery) service subject to the following conditions:

- A) Shipper must identify the shipment as C.O.D. shipment by entering the amount to be collected in the shipper's C.O.D. box on the face of this way bill.
- B) Shipper must specify the type of payment to be collected (i.e. cash, certified check, cashier's check, company check, etc.) in the special services area on the face of this way bill.
- C) **EA LOGISTICS** will collect the financial instruments specified by the shipper or in the absence of any specification a certified check made payable to the shipper. However, **EA LOGISTICS** neither guarantees the validity of the collected financial instrument, nor is **EA LOGISTICS** liable for any loss, damage or other adversity arising from its collection of C.O.D. funds on behalf of the shipper.

17. **EA LOGISTICS** shall have the right to (i) substitute alternate carriers or other means of transportation; and (ii) select the routing or deviate from that shown on the face hereof.

18. This shipment is subject to inspection by **EA LOGISTICS**; however, **EA LOGISTICS** is not obligated to perform such inspection.

19. The Shipper and the Consignee shall be liable jointly and severally for all unpaid charges payable on account of this shipment pursuant to this contract and to pay or indemnify **EA LOGISTICS** for claims, fines, penalties, damages, costs (storage handling, reconsignment, return of freight to Shipper, etc.) or other sums which may be incurred by **EA LOGISTICS** by reason of any violation of this contract or any other default of the Shipper or Consignee or their agents. **EA LOGISTICS** shall have a lien on any goods shipped for failure to pay for charges due and payable on account. **EA LOGISTICS** may refuse to surrender possession of the goods until such charges are paid. Should **EA LOGISTICS** bring legal action for the enforcement of this contract or collection of any sums due and payable under this contract, **EA LOGISTICS** shall be entitled to reasonable attorney fees and costs.

20. All invoices not paid in full within 30 days of invoice date will be subject to a charge of 1 ½ % per month of total invoice balance.

21. Shipper and Consignee shall hold **EA LOGISTICS** and its agents harmless for loss/damage/delay which is a result of auxillary services including but not limited to local cartage, crating, uncrating, packing, and unpacking which are requested by the Shipper or Consignee and arranged by **EA LOGISTICS** as a customer service unless such services are actually performed by **EA LOGISTICS** or its agents. Such limitation of liability shall extend to the selection by **EA LOGISTICS** of the providers of the auxillary services. Auxillary services are those which are performed prior or subsequent to transportation and which may be billed directly by the provider of the service or by **EA LOGISTICS**. Providers of auxillary services are contractors for the Shipper or Consignee and are not agents for **EA LOGISTICS**. Local cartage is the movement of unpackaged/uncrated freight. NOTE: Under no circumstances will the liability of **EA LOGISTICS** for loss/damage/delay which is a result of any auxillary services performed by **EA LOGISTICS** or its agents be greater than the liability contained in this contract.

22. Should **EA LOGISTICS** successfully defend itself for any legal actions brought by any party with an interest in this shipment, **EA LOGISTICS** shall be entitled to reasonable collection and attorney fees and costs.

These terms and conditions are Accepted by Shipper. These Terms and Conditions shall apply to all shipments tendered to **EA LOGISTICS** regardless of the Bill of Lading used. These Terms and Conditions shall supercede any and all Terms and/or Conditions that may be printed, written, labeled or otherwise transmitted on any Contract of Carriage.

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Name / Position

\_\_\_\_\_  
Date