

CONDITIONS OF CONTRACT

1. In tendering the shipment for carriage, the shipper agrees to these Conditions of Contract, which no agent or employee of Nations Express, Inc. (Carrier) or (Forwarder) is authorized to waive or modify. The shipper also acknowledges that this waybill is non-negotiable and has been prepared by the shipper or on the shipper's behalf by Nations Express, Inc.
2. The shipper agrees, except as otherwise agreed herein, Shipper and Consignee shall be liable, jointly and severally, to pay Carrier for all unpaid charges related to their shipment and to indemnify Carrier for all claims, fines, penalties, damages, cost, and other sums which were incurred, suffered or disbursed by reason of violation of applicable rules or any default of shipper or other parties with respect to a shipment. Carrier shall have a lien on the shipment for all such sums due and in the event of nonpayment, shall hold the shipment subject to storage charges, and after due notice to Shipper and Consignee, will dispose of the shipment at public or private sale paying Carrier for all charges out of the proceeds.
3. As used in this contract, "Nations Express" means Nations Express, Inc. and its authorized agents or Delivery Services.
4. If shipper requests Express Truck, Truckload or LTL truck service by checking the "other" box on the face of this waybill, every service performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth in the applicable motor carrier classification tariff in effect on the date of the shipment subject to a maximum liability of \$100,000 per waybill.
5. The shipper warrants that the shipment is packaged to protect the enclosed goods and to ensure safe transportation with ordinary care in handling, and that each package is appropriately labeled and is in good order for carriage and is in compliance with applicable TSA Regulations on the date of shipment.
6. All shipments may at Nations Express' option, be opened and inspected according to applicable TSA Regulations on the date of shipment.
7. Nations Express shall not be liable for loss, damage, delay or other result caused by (a) acts of God, public enemies, public authorities acting with actual or apparent authority of law, quarantine, riots, strikes, civil commotions, or hazards or dangers incident to a state of war, (b) the act or the default of the shipper or consignee, including any breach of the warranty set forth in paragraph 5, (c) the nature of the shipment, or any defect, characteristic or inherent vice thereof, (d) violation by the shipper or consignee of any of these Conditions of Contract, (e) compliance or non-compliance with delivery or special instructions.
8. Nations Express shall not be liable for special or consequential damages, such as the loss of a contract or loss of sales.
9. For shipments other than Express Truck, Truckload or LTL truck service, Nations Express' liability for loss or damage is limited to \$50.00 or .50¢ per pound for domestic shipments or \$9.07 per pound for international shipments. Higher coverage is available upon request, and to be noted on waybill. In no event, however, will Nations Express' liability exceed the actual amount of loss.
10. Claims for loss or damage discovered by the consignee after delivery and after a clear receipt has been given to Nations Express must be reported in writing to Nations Express within fifteen days after delivery of a shipment, with privilege to Nations Express to inspect the shipment and its container(s) and packing material within fifteen days after receipt of such notice.
11. Claims for loss or damage must be made in writing and received by Nations Express within 120 days after the date of acceptance of the shipment by Nations Express. (On shipments to designations outside the United States, claims must be made within 120 days.)
12. Nations Express shall not be liable in any action unless a claim has been filed in accordance with Paragraph 10 and such action is brought within one year after the date written notice was given to the claimant that Nations Express has disallowed the claim in full or in part.
13. To the extent that it is not governed by Federal Law, this Contract and the tariffs incorporated by reference shall be construed and the performance of the transportation hereunder shall be determined in accordance with the laws of the State in which the shipment is accepted by Nations Express. If any provisions of this Contract, including the tariffs incorporated by reference, is determined to be invalid or unenforceable, the remainder of the Contract shall not be affected thereby.
14. Dimensional weight will apply when the cubic density is greater than the actual weight when determined in accordance with the rules set forth in the applicable Nations Express tariff.
15. Shipper must enter the amount of any Shipper's C.O.D. which shall be collected subject to the fee and rules of the delivering carrier.
16. International air carriage (as defined in Forwarder's tariff) is subject to the rules relating to liability by the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Warsaw, October 12, 1929.
17. For international shipments only, Nations Express accepts this document as a shipper's letter of instruction and will prepare and sign an international air way bill or any required export documentation from the information shown hereon. For some shipments Nations Express may act as an agent for the airline in which case the airline's tariffs apply.
18. Declared values greater than \$25,000.00 per shipment must have prior approval from the corporate office of Nations Express. To obtain approval you must have written approval via fax or letter prior to the movement of the shipment.
19. Shipment may be diverted to motor or other carrier unless shipper gives other instructions hereon.
20. The Declared Value Coverage on your shipment applies only after your shipment invoice is paid in full.
21. PAYMENT DUE PER TARIFF WITHIN 30 DAYS OF BILLING DATE. Invoices over 30 days will incur interest at the rate of 1.5% per month or the maximum amount allowable by law. If this invoice is placed for collection for non-payment, customer may incur additional charges for collection. If this invoice remains unpaid past the due date and if this invoice is placed for collection, costs incurred by Nations Express, including but not limited to, attorney fees, collection commissions and court costs shall be reimbursed to Nations Express by customer.
22. Insurance coverage is based on the Forwarder's open insurance policy in effect on the date of te shipment. Failure to properly complete the insured amount on the face of this shipping document shall void the coverage this option affords. Failure to insert at least the full invoice value of the shipment shall reduce any insurance payment proportionately by the applicable percentage that the shipment was so under-insured. There are commodity exceptions and/or special insuring conditions to the insurance option. Contact Forwarder for details, as the cargo insurance policy is subject to limits, terms and conditions and shall be construed to be a contract directly between the shipper and the insurer.