

TERMS AND CONDITIONS OF SHIPMENT

In tendering the shipment for carriage, the shipper agrees to these Terms and Conditions of Contract, which no agent or employee of the parties may alter. This air bill is non-negotiable and has been prepared by the shipper, or on its behalf for indirect air carrier; Absolute Worldwide Logistics, Inc.

In tendering the shipment for carriage, the shipper warrants that the shipment is packaged adequately to protect the enclosed goods to insure safe transportation with ordinary care and handling. Absolute Worldwide Logistics, Inc. (AWL) will not be responsible for damages caused by insufficient packaging.

Absolute Worldwide Logistics, Inc. (AWL) shall not be liable for special, incidental or consequential damages, including but not limited to loss of profits or income, whether or not AWL had knowledge that such damages may be incurred. All shipments may be opened and inspected by AWL. Receipt of the shipment by the consignee or his agent, without written notification on the face of the air bill, or delivery manifest, will be prima facie evidence that the shipment was delivered in good condition. No claim will be processed by AWL until all transportation charges have been paid. The amount of the claim may not be deducted from the transportation charges.

Damages and/or loss, whether discovered at the time of delivery or thereafter, must be reported to AWL within 7 days of the time of delivery. The shipment, its container(s) and packing material must be made available to AWL or its agent for inspection at the delivery location shown on the face of the air bill. Documentation for all claims for loss or damage must be filed in writing to AWL within 90 days of the date of delivery.

Notice and claim for non-delivery or short delivery of a shipment must be reported and documentation filed in writing to AWL within 120 days of the acceptance of the shipment by AWL. Claims for overcharges or refunds must be made in writing to AWL within three years of the billing date. In the event notice and documentation is not filed within the time limits set forth herein, AWL will have no liability for any such claim.

The shipper shall be primarily responsible for all charges, costs and expenses incurred in either returning the shipment to the shipper, or warehousing the shipment pending the determination of its disposition. The shipper and the consignee shall be jointly and severally liable for all charges on any shipment covered by this Contract. AWL shall have a lien on this or any other shipment for all sums due and payable to AWL. AWL will notify the shipper at the address indicated on the face hereof. Should the shipper fail to provide disposition instructions, within 30 days of such notice, AWL or the carrier or warehouseman in possession may, with just cause, enforce its lien for transportation and storage charges due and owing by selling the goods at public or private sales in accordance with the Uniform Commercial Code as adopted by the State of Maryland.

AWL shall not be liable for loss, damage or delay caused by circumstances beyond its control, such as Acts of God, weather, airline schedules, public agencies acting with actual or apparent authority, riots, guaranties, strikes, civil conditions or acts of war.

In the event of the failure or inability of the consignee to take delivery of the shipment, AWL will notify the shipper at the address shown on the face of the air bill. If the shipper fails to provide disposition instructions within 30 days of such notice, the shipment will be returned to the shipper at the shipper's expense. If the shipper fails to take delivery of the shipment, AWL may dispose of the shipment at private or public sale and pay itself out of the proceeds to satisfy the transportation charges owing on the shipment. Excess sums from the proceeds of such sale will be returned to the shipper.

AWL may divert shipments to any mode of transportation, which in its judgment will expedite their movement. Regardless of the method of transportation employed, all air freight charges from origin to destination will apply. Absolute Worldwide Logistics' liability is limited to \$0.50/lb per piece of the per piece of the shipment, or the actual value, whichever is less, unless a higher value is declared hereon, and charges are paid at the rate of \$.50 per \$100.00. On international cartage, where the cartage involves an ultimate destination or stop in a country other than the USA, the limits of liability of the Warsaw Convention may apply.

Transportation charges will be based on weight or volume charges (length x width x height), whichever is greater. Volume charges will be based on one pound for each 194 cubic inches per package for domestic shipments and one pound for each 166 cubic inches per package for international shipments.

These terms and conditions do not apply to LTL and Truckload brokerage services as the Shipper Bill of Lading is used and deemed as the contract for carriage under which those terms and conditions would apply.