



AIR CARRIAGE TERMS AND CONDITIONS

Indirect Air Carrier

LinkEx, Inc. ("LinkEx" or "IAC") is an indirect air carrier ("IAC") in compliance with the Transportation Security Administration approved IAC Security Program in accordance with F.A.R. part 109. LinkEx's IAC number assigned by the TSA is SW021004. Cargo accepted from an unknown shipper(s) has either been screened by LinkEx or identified by LinkEx for screening by the direct air carrier.

Application of Terms

These terms apply to any air shipment of cargo by IAC for:

1. Domestic air carriage of cargo;
2. International air carriage of cargo between a foreign airport and a U.S. airport;
3. Domestic surface transportation that precedes or is subsequent to air carriage; and
4. Domestic surface transportation that is incidental to or a continuation of air carriage of cargo.

Definitions

On any waybill, "IAC," "Carrier," or "Forwarder" refers to LinkEx, its employees, subsidiaries, related companies, agents and/or representatives. IAC does not transport freight but arranges for transport of freight with direct air carriers and other transportation service providers. "Shipper or Shipper" means the party from whom the shipment is received, the party who requested the shipment be transported by IAC, any party having an interest in the shipment, and any party who acts as an agent for any of the above including but not limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shipper's agents, insurers and underwriters, break-bulk agents, consignees, etc. **It is the responsibility of the Shipper to provide notice and copy(s) of these terms and conditions of service to all such agents or representatives.**

"Documentation" shall mean all information received directly or indirectly from Shipper, whether in paper or electronic form;

"Ocean Transportation Intermediaries" ("OTI") shall include an "ocean freight forwarder" and a "non-vessel operating carrier";

"Third parties" shall include, but not be limited to, the following: "carriers, truckmen, cartmen, lightermen, forwarders, OTIs, customs brokers, agents, warehousemen, and others to which the goods are entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise."



IAC as agent

The IAC acts as the “agent” of the Shipper for the purpose of performing duties in connection with the entry and release of goods, post entry services, the securing of export licenses, the filing of export documentation on behalf of the Shipper and other dealings with Government Agencies: as to all other services, IAC acts as an independent contractor.

Packaging

Shipper warrants that each package in any shipment is properly and completely described on the waybill or shipping document, is properly marked and addressed, is packaged adequately to protect the enclosed goods to ensure safe transportation except as noted, is in good order and condition.

Filing a Claim

All claims on air shipments (except concealed loss/damage) must be received in writing by IAC within 90 days after IAC accepted the shipment. Notice of concealed loss/damage must be received in writing by IAC within fourteen (14) days after delivery. Legal action to enforce a claim must be brought within one (1) year after the claim has been denied in writing by the IAC, in whole or in part.

NOTE: The expiration of these time periods shall be complete and absolute defense to any such action or proceeding, without regard to any mitigating or extenuating circumstance or excuse. No claim for loss/damage to any shipment shall be honored until all carriage charges for such shipment have been paid. The amount claimed may not be deducted from carriage charges.

Concealed Damage/Loss

If the consignee accepts the shipment without noting any damage on the delivery record, this will be prima facie evidence that the shipment was delivered in good condition. For the claim to be processed, the shipment, together with the shipping cartons and packaging, must be available for inspection.

Limits of Liability and Limitations Not Assumed

IAC 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 IAC had knowledge that such damages might be incurred.

IAC’s liability, in absence of a higher declared value for carriage, is limited to \$100 per shipment of cargo lost, damaged, misdelivered, or otherwise adversely affected, but in no event shall amount exceed the actual invoice value of the goods or damages sustained by shipper. This limitation is further subject to provisions as published in IAC’s general terms and conditions if and as applicable in effect at the time of this shipment. Declared values for carriage in excess of \$100 per shipment \$ shall be subject to an excess valuation charge, which is available from IAC upon request. Unless subject to a specific statute or international convention, all claims against the IAC for a potential or actual loss, must be made in writing and received by the IAC, within



ninety (90) days of the event giving rise to claim; the failure to give the IAC timely notice shall be a complete defense to any suit or action commenced by Shipper.

Unless each piece of the shipment has a declared value stated and is specifically identified on the IAC's shipping document at the time of the shipment and is so identified on the delivery receipt as being lost, damaged, destroyed, or otherwise adversely affected at time of delivery, IAC shall be liable for the "average declared value" of the shipment. The "average declared value" of the shipment shall be determined by first dividing the total declared value of the shipment by the total weight of the shipment. This figure, multiplied by the packaged weight of the piece(s) adversely affected, shall then establish the amount of IAC's liability. The total declared value amount must be inserted in the Declared Value box on the face of this shipping document. IAC's liability shall in no event exceed the actual invoice value of the goods adversely affected. IAC shall not be liable for loss, damage, delay or monetary loss of any type caused by: Acts of Gods; 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 freight or any defects thereof; public enemies; hazards incident to a state of war; acts of terrorism; and by acts, defaults or omissions of the shipper or consignee for failure to observe the terms and conditions of the contract of carriage contained in this shipping document, including but not limited to improper packaging, marking, incomplete/inaccurate shipping instructions and the rules relating to freight not acceptable for transportation or freight acceptable only under certain conditions outlined below.

International Carriage of Goods Convention

If the carriage involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention or the Montreal Convention as defined herein, may be applicable. These Conventions govern, and in most cases limit, the liability of IAC in respect of loss, damage, or delay to cargo. Under either applicable Convention, liability of IAC per kilogram will be limited to 19 Special Drawing Rights, converted into national currency under applicable law, unless a higher value is declared in advance by the Shipper and a supplementary charge is paid if required. "Warsaw Convention" means, (a) the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Warsaw, 12 October 1929, or (b) that Convention as amended at The Hague, 28 September 1955, or (c) that Convention as amended at The Hague 28 September 1955 and by Montreal Protocol No. 1, 2, or 4 (1975), whichever may be applicable. "Montreal Convention" means the Convention for Unification of Certain Rules for International Carriage by Air, signed at Montreal on 28 May 1999.

No Liability For The Selection or Services of Third Parties and/or Routes.

Unless services are performed by persons or firms engaged pursuant to express written instructions from the Shipper, IAC select third parties for the handling, transportation, clearance and delivery of the shipment. IAC's selection of a third party shall not be construed to mean that the IAC warrants or represents that such person or firm will render such services to a certain performance level or standard nor does IAC assume responsibility or liability for any actions(s) and/or inaction(s) of such third parties and/or its agents, and IAC shall not be liable for any delay



or loss of any kind, which occurs while a shipment is in the custody or control of a third party or the agent of a third party; all claims in connection with the Act of a third party shall be brought solely against such party and/or its agents; in connection with any such claim, the IAC shall reasonably cooperate with the Shipper, which shall be liable for any charges or costs incurred by the IAC.

Restricted/Unapproved Commodities

Unless otherwise expressly provided in IAC's terms and conditions 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, currency equivalents, live animals, furs, fur clothing, gems or stones (cut or uncut), industrial diamonds, gold or silver, coined concentrates, jewelry (other than costume jewelry), pearls, precious metals, securities (negotiable), time sensitive written material (e.g., bids, contract proposals, etc.) household goods and/or personal effects, one-of-a-kind articles or models, prototypes, valuable rugs (i.e., Oriental rugs, Persian rugs) and prints or lithographs; and such other articles provided in IAC's terms and conditions. IAC 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 shipping document, and no employee of agent or IAC has any authority to accept for transportation such articles or to waive the limitations herein contained.

Quotations Not Binding

Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by the IAC to the Shipper are for informational purposes only and are subject to change without notice; no quotation shall be binding upon the IAC unless the IAC in writing agrees to undertake the handling or transportation of the shipment at a specific rate or amount set forth in the quotation and payment arrangements are agreed to between the IAC and the Shipper.

Reliance On Information Furnished.

Shipper acknowledges that it is required to review all documents and declarations prepared and/or filed with the Customs & Border Protection, other Government Agency and/or third parties, and will immediately advise the IAC of any errors, discrepancies, incorrect statements, or omissions on any declaration filed on Shippers behalf.

In preparing and submitting customs entries, export declarations, applications, documentation and/or export data to the United States and/or a third party, the IAC relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by Shipper; Shipper shall use reasonable care to insure the correctness of all such information and shall indemnify and hold the IAC harmless from any and all claims asserted and/or liability or losses suffered by reason of the Shipper's failure to disclose information or any incorrect or false statement by the Shipper upon which the IAC reasonably relied. The Shipper agrees that the Shipper has an affirmative non-delegable duty to disclose any and all information required to import, export or enter the goods.



No Duty To Maintain Records For Shipper

Shipper acknowledges that pursuant to Sections 508 and 509 of the Tariff Act, as amended, (19 USC §1508 and 1509) it has the duty and is solely liable for maintaining all records required under the Customs and/or other Laws and Regulations of the United States; unless otherwise agreed to in writing, the IAC shall only keep such records that it is required to maintain by Statute(s) and/or Regulation(s), but not act as a “recordkeeper” or “recordkeeping agent” for Shipper.

Obtaining Binding Rulings, Filing Protests, etc.

Unless requested by Shipper in writing and agreed to by IAC in writing, IAC shall be under no obligation to undertake any pre- or post Customs release action, including, but not limited to, obtaining binding rulings, advising of liquidations, filing of petition(s) and/or protests, etc.

Advancing Money

All charges must be paid by Shipper in advance unless the IAC agrees in writing to extend credit to Shipper; the granting of credit to a Shipper in connection with a particular transaction shall not be considered a waiver of this provision by the IAC.

General Lien and Right To Sell Shipper’s Property.

- (a) IAC shall have a general and continuing lien on any and all property of Shipper coming into IAC’s actual or constructive possession or control for monies owed to IAC with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both;
- (b) IAC shall provide written notice to Shipper of its intent to exercise such lien, the exact amount of monies due and owing, as well as any on-going storage or other charges; Shipper shall notify all parties having an interest in its shipment(s) of IAC’s rights and/or the exercise of such lien.
- (c) Unless, within the number days of receiving notice of lien specified in the notice, Shipper posts cash or letter of credit at sight, or, if the amount due is in dispute, an acceptable bond in an amount acceptable to Shipper, in favor of IAC, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, IAC shall have the right to sell such shipment(s) at public or private sale or auction and any net proceeds remaining thereafter shall be refunded to Shipper.

Collect on Delivery (COD) Service

Unless inserted otherwise on the face of this shipping document, the C.O.D. amount of the shipment shall be deemed to be the declared value for carriage amount. Collect on Delivery (C.O.D.) service is provided under the following conditions: a) shipper must identify the shipment as a C.O.D. shipment by entering the amount to be collected in the “Shipper’s C.O.D. Box” on the front of the waybill or shipping document, b) shipper must specify the type of payment to be received (e.g., cash, check, money order or cashier’s check) in the “Special Handling Instructions” on the front of the waybill or shipping document and c) IAC and shipper agree that IAC does not guarantee nor verify that a check, money order, or cashier’s check or other such financial instrument is valid or negotiable. All payments are collected at shipper’s risk.

Responsibility for Payment



The shipper and the consignee shall be liable jointly and severally for all unpaid charges payable on account of any shipment pursuant to this contract and to pay or indemnify IAC for claims, fines, penalties, damages, costs (storage, handling, reconsignment, return of freight to shipper, etc.) or other sums which may be incurred by IAC by reason of any violation of this contract or any other default of the shipper or consignee or their agents. In any dispute involving monies owed to IAC, the IAC shall be entitled to all costs of collection, including reasonable attorney's fees and interest at 15% per annum or the highest rate allowed by law, whichever is less, unless a lower amount is agreed to by IAC.

Indemnity

Shipper and consignee shall hold IAC and its agents harmless for loss/damage/delay or any monetary losses which are a result of auxiliary services including but not limited to local cartage, crating, uncrating, packing, and unpacking which are requested by the shipper or consignee and arranged by IAC as a Shipper service unless such services are actually performed by IAC or its agents. It is the responsibility of the Shipper and its Consignee to know and comply with all licensing, classification, valuation, marking and other Customs requirements, laws, regulations, and rulings enforced by the U.S. and any country having jurisdiction over a shipment, the laws and regulations of any applicable governmental agency and all other requirements, laws and regulations of any applicable country or governmental agency. The shipper and consignee shall be liable, jointly and severally, to pay or indemnify, protect, defend, reimburse and hold IAC harmless from and against any and all claims, liabilities, fines, penalties, damages, costs or other sums (including attorneys' fees and costs) that may be incurred, suffered or disbursed for any violation of any of these Terms, any penalty or sanction imposed by any governmental body, or any other default of the shipper, consignee or such other party with respect to a shipment. Shipper and consignee are responsible for complying with all U.S. Treasury OFAC regulations and sanctions, will indemnify IAC against all costs and penalties incurred as a result of any tender of property to IAC that is blocked by or otherwise contravenes such regulations, and waive any claims of liability against IAC as a result of any blocking of tendered property under such regulations, damage to property in the course of such blocking, or failure to return property blocked in accordance with such regulation.

Right to Inspect/Reject

Each shipment is subject to inspection by IAC; however, IAC is not obligated to perform such inspection. Shipments are subject to security controls by carriers and, where appropriate, by government agencies. Copies of shipping documents will be retained until the shipment is delivered. IAC reserves the right to reject a shipment when such shipment would be likely to cause delay or damage to other shipments, equipment, or personnel or if the shipment is prohibited by law, or if the shipment would violate any terms of this waybill or IAC's current Service Guide.

Indirect Air Carrier Standard Security Program



Cargo items tendered for air transportation are subject to aviation security controls by air carriers and when appropriate, other government regulations. Copies of all relevant shipping documents showing the cargo's consignee, description, and other relevant data will be retained on file.