

## Conditions of Contract

1. As used in the Contract, "Forwarder" means Premier Global Logistics' and "Carrier" includes the Forwarder and all carriers which transport goods hereunder or perform any other services related to such goods. Carriage to be performed hereunder by several successive carriers shall be deemed a single operation.
2. Carriage and other services to be performed by the forwarder hereunder are subject to (a) applicable laws, government regulations, orders and requirements; (b) the provisions set forth in the Contract; and (c) applicable tariffs and regulations of the Forwarder's office, on its website, or write Premier Global Logistics', at 1656 Germano Way Pleasanton, CA 94566 for "Rules and Regulations." No agent, servant or representative of the Forwarder has authority to alter, modify or waive any provision of this contract. In the event that shipment is tendered to Forwarder on a straight bill of lading or any other shipping document, Forwarder's rules and regulations will supersede any rules and regulations contained on the shipping document on which the freight was tendered.
3. The shipper and the consignee shall be jointly and severally liable for the payment of all charges and advances. The Forwarder shall have a lien on the shipment for all amounts due and payable to the Forwarder for the shipment and previous Premier Global Logistics' shipments. The shipper and the consignee shall jointly and severally indemnify the Forwarder for all claims, fines, penalties, damages, cost or other amounts which may be incurred by or imposed upon the Forwarder by reason of any breach by the shipper or the consignee of any of the provisions of the Contract.
4. It is agreed that no guaranteed times is fixed for the completion of carriage as offered and that the Forwarder may without notice substitute alternate carriers or modes of transportation. The Forwarder assumes no obligation to carry goods by any specified aircraft or carriers or over any particular route or routes or to make connections at any point according to any particular schedule and the Forwarder is authorized to select or deviate from the route or routes of shipment, notwithstanding that the same may be stated on the face of the waybill. Service failures caused by (i) acts of God, public enemies, public authorities, quarantine, riots, strikes, civil disorders, commotions or hazards or dangers incident to a state of war; (ii) any default by the shipper or consignee; (iii) the nature of the shipment, or any defect, characteristic or inherent vice thereof; (iv) violations by the shipper or consignee of any of the conditions of the Contract; (v) compliance with laws, government regulations, orders or requirements of any jurisdiction, or from any other cause beyond the control of the Forwarder will not negate the charges of service.
5. Except as applicable laws may otherwise require the Forwarder shall not be liable to the shipper or any other persons for any damage, delay or loss of any nature (hereafter collectively referred to as "damage") arising out of or in connection with the carriage of

goods, unless such damage is proved to have been caused by the negligence or willful fault of the Forwarder and there has been no contributory negligence on the part of the shipper, consignee or other claimant. The Forwarder shall not be liable for any damage directly or indirectly caused by (i) acts of God, public enemies, public authorities, quarantine, riots, strikes, civil disorders, commotions or hazards or dangers incident to a state of war; (ii) any default by the shipper or consignee; (iii) the nature of the shipment or any defect, characteristic or inherent vice thereof; (iv) violations by the shipper or consignee of any of the conditions of the Contract; (v) compliance with laws, government regulations, orders or requirements of any jurisdiction, or , or from an consequential or special damages might be incurred including but not limited to loss of income, profits, interest, utility, or loss of market.

6. In tendering the shipment of carriage hereunder the shipper warrants that the shipment is packaged to protect the goods. The Forwarder on a "hold harmless" basis handles uncrated, unprotected or improperly packaged merchandise, and liabilities will not be assumed in the event of damage to any such merchandise. The shipper shall comply with all applicable laws, customs and other government regulations of any country to, from, through or over which the goods may be carried including those relating to the packaging, carriage, or delivery of the goods; and the shipper shall furnish such information and attach such documents to the waybill as may be necessary to comply with any such laws, customs and regulations. The Forwarder shall not be liable to the shipper or any other person for loss, damage, delay or expense arising out of the shipper's failure to comply with any such laws, customs or regulations.

7. Liability:

- (A) Forwarder's 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 unless, at the time of shipment, the shipper makes a declaration of value on the air waybill, but in no event shall exceed the actual value of the goods.
- (B) Declared value charge will be calculated at a rate of \$0.50 per \$100.00 of declared value or fraction thereof.
- (C) Cash on Delivery (C.O.D.) Shipments- Shipper must enter the amount of any shipper's C.O.D. on the carrier's waybill, which shall be collected subject to the fees and rules of the delivering carrier. If no declared value is listed, the C.O.D. amount of the shipment shall be deemed the declared value of carriage the appropriate valuation charge will be applicable and collected in cash, certified check, or money order unless shipper authorizes company check.
- (D) SHIPMENTS EXCEEDING \$15,000 IN DECLARED VALUE MUST RECEIVE PEIOR WRITTEN APPROVAL FROM PREMIER GLOBAL LOGISTICS' CORPORATE MANAGEMENT IN ORDER TO OBTAIN COVERAGE.

- (E) Forwarder will not consider concealed loss/damage claims on shipments consisting of used medical, scientific, electrical, telephone, computer, or other sensitive machinery.

#### 8. Other charges:

Premier Global Logistics' reserves the right to assess other such charges that may be incorporated in local tariffs, including but not limited to inside delivery, dockside delivery, and charges for waiting time, special pickup and/or delivery receipt, weights, etc.

#### 9. Claims Procedures

- (A) Overcharge claims must be received in writing within 180 days after the date of acceptance of the shipment by the Forwarder.
- (B) Notifications of all other claims (except concealed loss/damage claims) must be received in writing within nine (9) months from the date of delivery or reasonable time during which a shipment should have been delivered.
- (C) Concealed loss of damage discovered by the consignee, after a clear receipt has been given to Premier Global Logistics', must be reported immediately upon discovery to Premier Global Logistics' in writing within twelve (12) calendar days from the date of Premier Global Logistics' Delivery with privilege to Premier Global Logistics' to make inspection of the shipment and containers(s) within twelve (12) calendar days after receipt of such notice. All merchandise must be retained in the original shipping container, in the same condition it was in when damage was discovered, until inspected by Premier Global Logistics'.
- (D) Except as provided in paragraph (C) above receipt of the shipment by the recipient without notification of damage on the delivery receipt shall be prima facie evidence that the shipment was delivered in good condition. At the time of delivery, the consignee must note shipment was delivered in good condition. 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 of damage to 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" are not exceptions.
- (E) All freight charges due Premier Global Logistics' must be paid in full prior to resolution of any claim.
- (F) Only the party who holds title to the goods in question is entitled to file a claim for loss of damage of a shipment.
- (G) All claims for loss of damage must be reported in writing within time limits to:  
Premier Global Logistics'  
1656 Germano Way  
Pleasanton, CA 94566

All Claims sent back to the claimant for clarification of further documentation to support the claim must be perfected within three (3) months of such notice unless the claimant in writing to the Forwarder requests an extension and approval is granted in writing by the Forwarder to the claimant.

(H) Claimant shall have two (2) years and one (1) day to file suit on claims denied in whole or in part by the Forwarder.

10. To the extent that any provision of this Contract is held to be unenforceable as contrary to any applicable law of governmental regulation, such provision shall be effective to the extent that is not held to be unenforceable. The invalidity or unenforceability of any provision of the Contract shall not affect the validity or enforceability of any other provision hereof.

11. International air carriage ( as defined in Forwarder's tariff ) is subject to the rules relating to liability established by the convention for the Unification of Certain Rules relating to international Carriage by Air, signed at Warsaw, October 12, 1929, or governing amendments thereto.

12. Debtor hereby agrees to pay all court cost and attorneys' fees incurred by carrier in enforcing any of the terms of this agreement and in collection of any sums owing pursuant to this agreement by debtor for services rendered by carrier.

13. Debtor does hereby acknowledge and waive its right to raise the defense of lack of personal jurisdiction in any lawsuit commenced by Premier Global Logistics' against the debtor in Nevada.

14. Debtor does hereby agree to pay interest at the rate of 18% per annum on all amounts debtor owes to Premier Global Logistics' but does not pay within 30 calendar days of the invoice date.

15. Collect Shipments – In the event of a failure or inability of consignee to pay freight charges. It will be the responsibility of the shipper to pay all charges.