

Terms and Conditions of Contract

These Terms and Conditions of Contract are subject to change, visit www.platinumcargologistics.com for a current copy.

1. In tendering the shipment herein for carriage, the Shipper agrees to these Terms and Conditions of Contract between itself, including all other parties at any time having an interest in the goods, and Platinum Cargo Logistics Inc. (herein after referred to as "Platinum") and that this waybill is non-negotiable and has been prepared by the shipper, his authorized agent or Platinum on the Shipper's behalf. No agent or employee of the parties may alter the Terms and Conditions of Contract. Carriage and other services performed hereunder are subject to these conditions and to the rates, rules, classifications and restrictions set forth in Platinum's Standard Rates and Tariff, available from Platinum and by reference incorporated herein, unless otherwise negotiated. This contract incorporates all of the written representations and warranties of both parties and supersedes any or all oral negotiations and representations. As used in this Contract, "Shipper" means the party, its authorized agent or representative, or any party having interest in the shipment being released to Platinum for transport.
2. The Shipper certifies the following: That the information inserted on the face of the waybill is complete and the description of the contents is accurate. That all goods have been properly and sufficiently prepared, packed, labeled and marked for transport. That the shipment does not contain any explosive, incendiary or other device, unauthorized hazardous substance or weapon which may endanger the safety of any person or transport conveyance or which may cause or is likely to cause loss, damage, injury or death of any person or property. That the goods do not contain any undeclared hazardous materials within the specifications of the current IATA Dangerous Goods Regulations and Shipper will not tender such goods to Platinum without obtaining prior consent. Where such consent is granted, Shipper warrants that all such goods are packed, marked, and labeled and otherwise meet all documentation requirements and provisions of the IATA Dangerous Goods Regulations and that it has complied with all statutes, rules and regulations of any and all governmental agencies regarding transportation of such substances.
3. Platinum shall not be liable in any event for damage or loss unless evidence of abusive handling and or loss is evident and is so noted on the delivery receipt at the time of delivery. Under no circumstances shall Platinum be liable for loss and/or damage to the external shipping containers of any kind. A shipment in which delivery is made in exchange for a clear delivery receipt shall be prima facie evidence of the shipment having received ordinary care in handling.
4. The shipper has the responsibility to prepare and present a non-negotiable Platinum waybill with each shipment tendered for transportation. Each shipment shall be subject to Platinum Terms and Conditions of Contract in effect on the date of acceptance of the shipment by Platinum or its authorized agent. If the shipper fails to present such a waybill at the time of tender, Platinum will accept the shipment accompanied by an alternative, non-negotiable shipping document but Platinum's current Terms and Conditions of Contract shall supersede any and all other terms and conditions noted on such document.
5. At the time of delivery, the Consignee must note on the delivery document any exceptions to the shipping container(s) that would indicate a discrepancy i.e., shortage in the shipment or damage to the container(s). The Consignee may not inspect the contents of the shipping container(s) until the Consignee signs for the shipment on the delivery receipt. Notations such as "subject to inspection" and "subject to recount" are not valid exceptions.
6. Platinum shall not be liable in any event for any special, incidental or consequential damages, including but not limited to loss of profit, income, interest, utility or loss of market share.
7. Rates and charges in effect on the day the shipment is accepted by Platinum or its authorized agent will apply. Except as otherwise provided, transportation rates will be assessed on the chargeable weight of the shipment using its actual or dimensional weight, whichever is greater. Dimensional weight is the volumetric weight of the shipment determined by calculating the shipment's cubic inches using the greatest dimensions in length, width and height per piece in inches, multiplied by the number of pieces, and divided by 194 for domestic cargo or 166 for international air cargo. In computing inches, all measurements are rounded upward to the next higher whole number prior to multiplication.
8. Platinum, exercising due diligence, will determine the routing of all shipments. In the absence of any special instruction by the shipper, Platinum shall have the right to substitute alternative carriers or other means of transportation to expedite the delivery of the shipment. In an event that the shipper's special routing instructions caused Platinum to incur additional charges, these charges will be passed on to the billable party.
9. The shipper, consignee, and billable party shall be liable, jointly and severally, (a) to pay or indemnify Platinum for all unpaid charges of a shipment per this contract, including cost of collection (b) pay or indemnify Platinum for all claims, fines, penalties, damages, cost, or other sums which may be incurred by Platinum by reason of any violation of this contract or any other default.
10. The C.O.D. amount of a shipment shall be deemed to be the Declared Value for carriage amount unless another value is declared. C.O.D. service is provided under the following conditions: a) the 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 this waybill; b) shipper must specify the form of payment to be received (cashier's check or company check) in the "Check Form of Payment Box" on the front of this waybill; and c) The sole responsibility of Platinum shall be to secure the appropriate financial instrument as requested by the shipper, and to exercise due care and diligence in forwarding it to the shipper. Platinum is not a guarantor of the validity of the financial instrument.
11. U.S. Domestic Liability: Platinum's liability, in the absence of a higher Declared Value for carriage or cargo insurance, is limited to \$50.00 per shipment or \$0.50 per pound on the weight of the lost or damaged cargo, whichever is greater, except that in no event shall Platinum's liability exceed the actual invoice value of the goods. This limitation is subject to provisions as published in Platinum's governing tariff (if any) in effect at the time of shipment. Values declared for carriage in excess of \$0.50 per pound, per piece, shall be subject to an excess valuation charge.
12. International Air Liability: All rules relating to liability as established by the Warsaw Convention or Montreal Convention shall apply, except as otherwise provided in Platinum's tariffs or conditions of carriage, if not governed by the Warsaw Convention, the Warsaw Convention as amended by the Hague Rules, the Warsaw Convention as amended by Montreal Protocol 4, the Montreal Convention or any other international air treaties, laws, other government statutes or regulations, orders or requirements, Platinum's maximum liability for loss, damage, delay, shortage, misdelivery or non-delivery shall be 19 SDR's per kilogram or the actual value of the loss, whichever is less, unless a higher value for carriage is declared on the face hereof and an additional charge is paid for such declaration. Platinum accepts this shipping document as a Shipper's Letter of Instructions with authorization to prepare and sign on shipper's behalf, an international air shipping document, and Platinum reserves the option to act as agent of the carrier, instead of as a forwarder, in which

Terms and Conditions of Contract

event the direct carrier's tariffs shall apply to this shipment. The shipper may select, by inserting a value on the face of this shipping document and indicating the desired option, either cargo insurance or Declared Value for carriage.

13. International Ocean Liability-International ocean shipments shall be governed by these Terms and Conditions of Contract, the terms and conditions of the Ocean Bill of Lading and where they apply, the terms and conditions of the Carriage of Goods by Sea Act of the United States of America approved April 16, 1936 or any other applicable convention, statute or law governing Platinum's right to limit its liability.

14. Mexico Liability-Unless cargo insurance providing additional coverage has been requested and approved: Platinum's legal liability for trans-border, ground shipments from the U.S. to Mexico ends upon arrival at the U.S./Mexico border. Platinum's liability for trans-border, ground shipments from Mexico to the U.S. does not begin until the shipment has cleared the Mexico/U.S border. Unless a greater value is declared in writing prior to shipment, Platinum's liability for shipments transported solely within Mexico is limited to the amount equivalent to 15 days' minimum wage in the Federal District per ton, or proportionate share in the case of shipments of lower weight.

15. Canada Liability-Unless a greater value has been insured or declared: Platinum's legal liability for trans-border, ground shipments from the U.S. to Canada is governed by item 11 of these Terms and Conditions of Contract. Platinum's legal liability for trans-border, ground shipments from Canada to the U.S. and for shipments transported solely within Canada is limited to a maximum of \$2.00 Canadian per pound computed on the total weight of the lost or damaged cargo.

16. Where Declared Value coverage is available and requested in writing prior to shipment and unless each piece of the shipment has a Declared Value stated and specifically identified on the Platinum waybill at the time of the shipment when it is so identified on the delivery receipt as being lost, damaged, misdelivered or otherwise adversely affected, Platinum's maximum liability, subject to any tariff provision in effect at that time, shall be the average Declared Value per pound multiplied by the packaged weight of the piece(s) adversely affected. The average Declared Value per pound shall be determined by dividing the total Declared Value of the shipment by the total weight of the shipment.

17. All claims including overcharge or duplicate billing, but excluding concealed loss or damage claims, non-delivery of international air shipments and delay of international air shipments, must be received in writing by Platinum within 270 days of the actual or anticipated date of delivery on domestic shipments and within 14 days on international air shipments. Concealed loss and damage claims defined as claims for loss or damage discovered by the consignee after delivery and after a clear receipt has been given to Platinum, must be reported in writing within 5 days after delivery for domestic shipments, within 14 days after delivery for international air shipments and within 3 days after delivery for international ocean shipments, with privilege to Platinum to make inspections of the shipment, its container(s) and packing material(s) at the delivery location shown on this waybill. Claims for non-delivery of international air shipments must be received within 120 days of the date of issue of the waybill. Claims for delay of international air shipments must be made within 21 days from the date on which the cargo was placed at the disposal of the person entitled to delivery.

18. No claims with respect to a shipment, any part of which is received by the consignee, will be entertained until all transportation charges have been paid. Claims will not be deducted from the transportation charges and no claim amount may be deducted from any charges owed to Platinum. Legal action to enforce a claim after it has been denied in writing by Platinum, in whole or in part, must be brought within 2 years from the date the claim was disallowed for domestic shipments, within 2 years of actual or scheduled delivery date for international air shipments and within 1 year of actual or scheduled delivery date for international ocean shipments.

19. For any shipment valued over \$25,000.00 USD, advance approval or arrangement with Platinum must be obtained prior to pickup.

20. In the event of litigation, arbitration or any other legal action arising under this agreement or regarding a shipment transported by Platinum, including claims for non-payment of invoices, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

21. To the extent that Federal Law does not govern it, 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 of California with Platinum's home district having jurisdiction. If any provision of the Contract, including the tariffs incorporated by reference, is determined to be invalid or unenforceable, the remainder of this contract shall endure and not be affected thereby.

22. All invoices not paid in full within thirty (30) days of invoice date will be subject to a charge of two percent (2%) per month of the total invoice balance.

23. Platinum shall not be liable for any loss, damage, delay, misdelivery, nondelivery or other result caused by Act of God (wind, floods, ice, storm, tornadoes, lightning, etc), public enemies, public authorities acting with actual or apparent authority, authority of law, act or default of shipper, inherent nature or vice of the shipment, strikes, labor disputes, civil unrest, acts or omissions of Customs or quarantine officials, hazards incident to a state of war, acts of terrorism, compliance or noncompliance with delivery or special instructions, and by acts, defaults, or omissions of the shipper, consignee and any Third Party to observe these Terms and Conditions of Contract including, but not limited to improper packaging, marking, and description of the goods being transported, waybill information and rules relating to shipments not acceptable for transportation.

24. The Shipper and Consignee shall hold Platinum and its agents harmless for loss, damage, or delay which is 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 Platinum as a customer service unless such service are actually performed by Platinum or its agents. Such limitation shall extend to the selection by Platinum of the providers of the auxiliary services. Auxiliary services are those which are performed prior or subsequent to transportation and which may be billed directly by the provider of the service or Platinum. Providers of the auxiliary services are contractors for the Shipper or Consignee and are not agents for Platinum. Under no circumstances will the liability of Platinum for loss, damage, or delay, which is a result of any auxiliary services performed by Platinum or its agents, be greater than the liability stated elsewhere in this contract.

25. In the event of the failure or inability of the consignee to take delivery of the shipment after forty eight (48) hours of notice of the shipment's arrival is given, Platinum will notify the Shipper in writing at the address shown on the waybill and request disposition instructions. If the Shipper fails to provide disposition instructions within thirty (30) days after the date of notice by Platinum or its agent, Platinum will return the shipment to the Shipper at the Shipper's expense. If the Shipper fails to accept delivery of a shipment thus returned, Platinum may, upon thirty (30) days 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

Terms and Conditions of Contract

Platinum in excess of such transportation will be paid to the debtor. No sale pursuant to this rule will discharge any liability or lien to any greater extent than the proceeds thereof. The Shipper, the Consignee, and Third Party shall remain liable, jointly and severally, for any deficiency.

26. The following commodities are not acceptable for carriage: Any shipment prohibited by law; human remains; human organs or by-products; diagnostic specimens; bonds; one of a kind items; original works of art; antiques; coins not in collections; currency and currency equivalents; furs and fur clothing; perishable goods unless frozen food via refer container; gems of any kind; pearls; software licenses; electronic data; prototypes; bagged or bulk commodities; nuclear fuels; ceramics; pottery; porcelain; fine china; Class 1 explosives; Class 7 radioactive materials.

27. Where Declared Value coverage is available and requested in writing prior to shipment, the following commodities are not acceptable with a Declared Value exceeding Platinum's maximum, legal liability referenced elsewhere herein: Bulk products; cash in transit; cigarettes and all other tobacco products; computers and/or Electronic Components assembled in racks; computer memory modules, chips and cards; cotton; eggs; evidence for a trial; fine arts; flowers and plants; fresh foods and other perishables (except frozen foods via reefer container); household goods; jewelry; precious stones and metals; knitting and textile machines; laptop and tablet computers and similar; live animals; metals in bulk/rolls; mobile/cellular telephones; models including architectural; pharmaceutical drugs; securities and other negotiable papers; specie; stamp collections and/or coin collections; windows, plate glass or similar products.

28. Cargo Insurance (if available) is based on Platinum's open insurance policy in effect at the date of acceptance of the shipment. The shipper or its agent must insert at least the full invoice value of the good(s) in the "Insured Value" field on the face of the waybill and may insert up to the full invoice value, plus Platinum's freight charges on the shipment, plus up to 10% of that combined total. Failure to insert at least the full invoice value of the good(s) shall reduce any insurance payment proportionately by the applicable percentage that the shipment was under insured. Value insured for carriage by the shipper at the time of receipt by Platinum shall be subject to a valuation charge per \$100.00 insured. A deductible may apply to claims on insured shipments.

29. Cargo tendered for transportation is subject to Federal Security Controls and where applicable, other governmental regulations. Copies of all relevant shipping documents showing the cargo's shipper, consignee, commodity description and other relevant data will be retained on file for at least 30 days from the date the cargo was tendered to Platinum. All shipments are subject to visual and physical inspection by Platinum. Pursuant to U.S. Transportation Security Administration regulations we are required to notify you that all cargo tendered in the U.S. for transportation by air is subject to screening. Shipments may not be transported by air and must be refused for air transportation unless the shipper consents to cargo screening. This notification is required by federal regulations, applies to all shipments from the date these Terms and Conditions of Contract were first presented to you and evidence of presentation will remain on file with Platinum Cargo Logistics for a minimum of 30 days after termination of our air cargo business relationship.

30. All claims on U.S. Domestic and International shipments must be sent to claims@platinumcargo.com. All claims on Mexico Domestic shipments must be sent to mxclaims@platinumcargo.com.

31. **U.S. Property Brokerage:** If Platinum is acting as a Property Broker with regards to the shipment, the following terms and conditions also apply and where contradictory to or in conflict with the above terms and conditions, the following terms and conditions shall prevail: (a) Platinum Cargo Logistics is an FMCSA registered property broker operating under MC# 600225. (b) In offering this shipment for transport, shipper desires to use Platinum to arrange for transportation of its goods and authorizes Platinum to select a carrier, using reasonable effort to ensure carrier is properly licensed and qualified, on behalf of shipper. (c) Platinum is not a carrier, will not issue a bill of lading, assumes no liability as a carrier and shall not be held liable for loss, damage or delay. (d) Insertion of Platinum's name on any shipping document shall be for Shipper's convenience only and will not change Platinum's status as a property broker. (e) Shipper will not offset or deduct claims for loss, damage or delay from invoiced freight charges. (f) If it is determined that Platinum, its partners or affiliates, were not acting in the capacity as a licensed property broker, our liability shall not exceed \$50 per shipment. (g) Shipper will defend, indemnify and hold harmless Platinum, its employees, licensees, affiliates, agents and carriers against any losses including reasonable attorney fees caused by or resulting from Shipper's employee or agent negligence, intentional misconduct, omissions or violation of applicable laws or regulations. (h) Shipper shall be responsible for filing any freight claims with the Carrier providing the actual transportation. Platinum will assist Shipper in the processing of claims but assumes no responsibility other than to attempt to facilitate collection or settlement.