



DELIVERING INNOVATIVE LOGISTICS SOLUTIONS

ALG WORLDWIDE LOGISTICS, LLC RULES AND REGULATIONS TARIFF TARIFF # ALGW1000

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ITEM 100: Tariff Cover Page

- 1) The following pages contain the Rules Tariff and Service Conditions (this "Tariff") applicable to the arrangement of transportation, Pre-Postal Production Services, and related services arranged by ALG Worldwide Logistics, LLC (ALGWW) for various SERVICE PROVIDERS.
- 2) ALGWW is licensed and/or otherwise qualified to arrange for intrastate and interstate transportation of shipments from named origins to named destinations, between points in the United States, and international transportation from any port or ports, place or places in the world and to any port or ports, place or places in the world.
- 3) ALGWW is authorized to arrange services for Pre-Postal Production Services for printers of US Mail including co-mailing, co-palletization/Ink Jet, and related data processing services.
- 4) ALGWW arranges the transportation, warehousing and Pre-Postal Production Services at present through affiliated companies that are solely responsible for their respective services performed pursuant to Tariff # ALGW1000 as supplemented from time to time.
- 5) This revision supersedes all previous revisions and other prior statements concerning rates, features of service, services, terms and conditions of contract and Tariff to which it applies.

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ITEM 130: Scope of Tariff

- 1) This Tariff covers all the rules and regulations for the arrangement and provision of services by the following modes and services below:
 - A) TRANSPORTATION:
 - 1) Air Transportation:
 - (a) Domestic expedited transportation provided indirectly through forwarding services by authorized indirect air carrier (airfreight forwarder) service following the guidelines of the Transportation Security Administration.
 - (b) International air transportation provided indirectly through forwarding services by authorized indirect air carrier (airfreight forwarder) service following the guidelines of International Air Transport Association ("IATA") and prior, subsequent or substituted movements by motor carrier pursuant to 49 USC § 13506(a)(8)(B).
 - 2) Surface Transportation:
 - (a) Freight Forwarding is provided using a motor carrier or rail carrier and assuming responsibility for the transportation from the place of receipt to the place of destination.
 - (b) Motor Carriage is provided by a motor carrier for hire assuming responsibility for an origin to destination providing responsibility for direct service or assuming responsibility indirectly on shipments of a freight forwarder, an indirect air carrier, a non vessel ocean common carrier or a railroad transported intermodal shipment.
 - (c) Rail Intermodal transportation is arranged through the use of the combined intermodal services of railroads, equipment providers, cartage companies and intermodal service companies commonly known as intermodal marketing companies.
 - (d) Brokerage is provided by engaging an entity in the principal business of selling, offering for sale, negotiates for, or holds itself out by solicitation, advertisement, or otherwise as selling, providing, or arranging for, transportation by motor carrier for compensation.
 - (e) Rail transportation is arranged with railroads using open rates and contracts.
 - 3) Ocean Transportation:
 - (a) Ocean Transportation is arranged or provided by an Ocean Transportation Intermediary acting as an Ocean Freight Forwarder ("OTI")
 - (b) Ocean Transportation is arranged or provided by a Non Vessel Ocean Common Carrier ("NVOCC").
 - B) PRE-POSTAL PRODUCTION SERVICES:
 - 1) Co-Mailing: Unique mechanized process which processes U.S. mailings by merging multiple titles or publications from its clients into a much larger mailing, which increases eligibility for Carrier Route and automation discounts from the U.S. Postal Service for its clients.
 - 2) Co-Palletization: Unique mechanized operation, which processes trays of U.S. standard letter mail, which have already been addressed and presorted, onto pallets in order to obtain drop ship discounts from the U.S. Postal Service for its clients.
 - 3) Unique data processing that coordinates the processing of U.S. Mailings.
 - C) WAREHOUSING AND SPECIAL SERVICES
 - 1) Warehousing: Provided by a warehouseman issuing a receipt for product received.
 - 2) Special Services: Including but not limited to assembly service, distribution service, signature service, delivery reports, storage, over-packing, and auxiliary services.
 - D) CLAIMS MANAGEMENT SERVICES:
 - 1) ALGWW shall provide claims coordination services to all entities using its services
 - 2) All claims shall be the sole responsibility of the party providing services ("SERVICE PROVIDER") and ALGWW SHALL NOT have pecuniary responsibility for claims except when specifically assumed under the terms of this ALGW1000 as currently supplemented.

ITEM 140: Arrangement and Provision of Services

- 1) This Tariff covers all rules and regulations for the arrangement of services and the provision of services as two distinct responsibilities with distinct areas of liability related to the following responsibilities:
 - A) ARRANGEMENT OF TRANSPORTATION SERVICES
 - 1) The arrangement of transportation allows a multimodal service offering through a single source that provides the following functions:
 - (a) The acceptance of a request for transportation service;
 - (b) The determination of the appropriate mode of transportation with a recommendation as to the method of transportation to the entity requesting service;

- (c) The solicitation, negotiation and securement of rates and services from transportation SERVICE PROVIDER of modes utilized for the benefit of the entity requesting service;
 - (d) The compilation of all costs of transportation, payment of all modes of transportation and the documentation of the transportation provided;
 - (e) The invoicing to and collection of all transportation services from the entity requesting transportation service, soliciting any requested credit and accepting the obligation for the payment of the transportation provided; and,
 - (f) The facilitation of any cargo claim filing by the entity requesting transportation or the entity having the right to file a cargo claim and resolve that cargo claim.
- B) ARRANGEMENT OF PRE-POSTAL PRODUCTION SERVICES:
- 1) The arrangement of Pre-Postal Production Services allows service offering through a single source that provides the following functions:
 - (a) The acceptance of a request for Pre-Postal Production Services;
 - (b) The solicitation, negotiation and securement of rates and services from Pre-Postal Production SERVICE PROVIDER for the benefit of the entity requesting service;
 - (c) The compilation of all costs of Pre-Postal Production Services, payment of all Pre-Postal Production Services and the documentation of the Pre-Postal Production Services provided;
 - (d) The invoicing to and collection of all Pre-Postal Production Services from the entity requesting Pre-Postal Production Services, soliciting any requested credit and accepting the obligation for the payment of the Pre-Postal Production Services provided; and,
 - (e) The facilitation of any claim filing by the entity requesting Pre-Postal Production Services or the entity having the right to file a claim and resolve that claim.
- C) ARRANGEMENT OF WAREHOUSING AND SPECIAL SERVICES;
- 1) The arrangement of Warehousing and Special Services allows service offering through a single source that provides the following functions:
 - (a) The acceptance of a request for Warehousing and Special Services
 - (b) The solicitation, negotiation and securement of rates and services from warehousing and special SERVICE PROVIDER for the benefit of the entity requesting service;
 - (c) The compilation of all costs of Warehousing and Special Services, payment of all Warehousing and Special Services and the documentation of Warehousing and Special Services provided;
 - (d) The invoicing to and collection of all Warehousing and Special Services from the entity requesting Warehousing and Special Services, soliciting any requested credit and accepting the obligation for the payment of the Warehousing and Special Services provided; and,
 - (e) The facilitation of any claim filing by the entity requesting Warehousing and Special Services or the entity having the right to file a claim and resolve that claim.
- D) PROVISION OF TRANSPORTATION, WAREHOUSING AND SPECIAL SERVICES:
- 1) The provision of transportation with the assumption of responsibility of the transportation, and the risks incidental to transportation including at the least, but not limited to, the following:
 - (a) The responsibility for all transportation from the receipt for a shipment at the origin of transportation contract (Bill of Lading) until receipt for the shipment at destination;
 - (b) The responsibility for all cargo claims subject to the terms applicable thereto in this Tariff;
 - (c) The exclusive liability (excluding any liability for any such claim on the part of the entity arranging transportation), if any, for all cargo claims subject to the terms applicable thereto in this Tariff; and,
 - (d) The transportation responsibility includes a motor vehicle, rail vehicle, ocean vessel, warehouse, wharf, pier, dock, yard, property, facility, instrumentality, or equipment of any kind related to the movement of property, and services related to the transportation including arranging for, receipt, delivery, transfer in transit, protection of shipment, storage, handling, packing, unpacking, and interchange of all property on a shipment.
- B) PROVISION OF PRE-POSTAL PRODUCTION SERVICES:
- 1) The provision of Pre-Postal Production Services with the assumption of responsibility of Pre-Postal Production Services and the risks incidental to Pre-Postal Production Services at the least, but not limited to the following:
 - (a) The responsibility for all Pre-Postal Production Services from the receipt of product until receipt for the product at destination;
 - (b) The responsibility for all claims subject to the terms applicable thereto in this Tariff;
 - (c) The exclusive liability (excluding any liability for any such claim on the part of the entity arranging Pre-Postal Production Services), if any, for all claims subject to the terms applicable thereto in this Tariff; and,
 - (d) The Pre-Postal Production Services responsibility includes property, facility, instrumentality, or equipment of any kind related to Pre-Postal Production Services or property, or both and, Pre-Postal Production

Services related to and including arranging for, receipt, delivery, transfer, protection, storage, handling, labeling, packing, and unpacking.

C) PROVISION OF WAREHOUSING AND SPECIAL SERVICES

- 1) The provision of Warehousing and Special Services with the assumption of responsibility of Warehousing and Special Services and the risks incidental to Warehousing and Special Services at the least, but not limited to the following:
 - (a) The responsibility for all Warehousing and Special Services from the receipt of product until receipt for the product at destination;
 - (b) The responsibility for all claims subject to the terms applicable thereto in this Tariff;
 - (c) The exclusive liability (excluding any liability for any such claim on the part of the entity arranging Warehousing and Special Services), if any, for all claims subject to the terms applicable thereto in this Tariff; and,
 - (d) The Warehousing and Special Services responsibility includes property, facility, instrumentality, or equipment of any kind related to Warehousing and Special Services or property, or both and, Warehousing and Special Services related to and including arranging for, receipt, delivery, transfer, protection, storage, handling, labeling, packing, and unpacking.

ITEM 150: Arranger of Services

- 1) Arranger of Transportation:
 - A) ALG Worldwide Logistics, LLC shall be solely an arranger for all modes of transportation on behalf of shipper or entity using transportation under this Tariff and those functions include solely those functions of an arranger of transportation (including motor carrier brokerage) and no others and all other responsibilities or risks are those of the party providing service(s) (including those provided by freight forwarders). ALG Worldwide Logistics, LLC shall act on behalf of any shipper or entity using available transportation systems subject to this Tariff and as such has arranged for transportation availability, credit terms, claims responsibility and rate by having providers of transportation, hereinafter referred to as "SERVICE PROVIDER" (a term deemed inclusive of freight forwarders) certain and named hereafter, as amended from time to time, who have adopted this Tariff as the Tariff containing the freight terms, rules and regulations of each SERVICE PROVIDER of transportation that pertain to all rates (inclusive of single shipment flat rates) pursuant to the obligations of 49 USC § 13710 (a) and other applicable statutes and regulations. ALG Worldwide Logistics, LLC possesses a license for motor carrier broker operations contained in Docket # 538897 of the Federal Motor Carrier Safety Administration ("FMCSA") and, as such, does not and will not assume any liability for transportation, including specifically, but not limited to cargo liability of any type and kind. ALG Worldwide Logistics LLC shall be known as ALGWW herein.
- 2) Arranger of Pre-Postal Production Services:
 - A) ALG Worldwide Logistics, LLC shall be solely an arranger of Pre-Postal Production Services on behalf an of entity using Pre-Postal Production Services under this Tariff and those functions include solely those functions and no others and all other responsibilities or risks are those of the party providing Pre-Postal Production Service(s). ALG Worldwide Logistics, LLC shall act on behalf of any entity requesting Pre-Postal Production Services and as such has arranged for Pre-Postal Production Services availability, credit terms, claims responsibility and rate by having providers of Pre-Postal Production Services, hereinafter referred to as "SERVICE PROVIDER" certain and named hereafter, as amended from time to time, who have adopted this Tariff as the Tariff containing the terms, rules and regulations of each SERVICE PROVIDER of Pre-Postal Productions Services that pertain to all rates and other applicable statutes and regulations. ALG Worldwide Logistics, LLC shall be known as ALGWW herein.
- 3) Arranger of Warehousing and Special Services:
 - A) ALG Worldwide Logistics, LLC shall be solely an arranger of Warehousing and Special Services on behalf of entity using Warehousing and Special Services under this Tariff and those functions include solely those functions and no others and all other responsibilities or risks are those of the party providing service(s). ALG Worldwide Logistics, LLC shall act on behalf of any entity requesting Warehousing and Special Services and as such has arranged for Warehousing and Special Services availability, credit terms, claims responsibility and rate by having providers of Warehousing and Special Services, hereinafter referred to as "SERVICE PROVIDER" certain and named hereafter, as amended from time to time, who have adopted this Tariff as the Tariff containing the terms, rules and regulations of each SERVICE PROVIDER of Warehousing and Special Services that pertain to all rates and other applicable statutes and regulations. ALG Worldwide Logistics, LLC shall be known as ALGWW herein.

ITEM 160: Provider of Services

- 1) Providers of Transportation. The following providers of transportation have adopted this Tariff as the governing and controlling rules and regulations Tariff for all transportation contracted and provided an entity that shall exclude ALGWW and as defined in this Tariff as "Shipper":
 - A) Admiral Air Express, Inc. provides transportation pursuant to this Tariff as a surface freight forwarder pursuant to authority contained in Docket # FF 2063 of the FMCSA, as an Ocean Transportation Intermediary (Ocean Freight Provider and Non Vessel Ocean Common Carrier) pursuant to Docket # 920618 of the Federal Maritime Commission, as an Indirect Air Carrier (Air Freight Provider) pursuant to license issued by the Transportation Security Administration, and as such, performs indirect air carrier transportation, indirect rail and motor carrier transportation, and indirect ocean carrier transportation with direct responsibility for all liabilities and service provided in those modes. Admiral Air Express, Inc. shall be known in this Tariff as SERVICE PROVIDER.
 - B) American Logistics Group, Inc provides transportation pursuant to this Tariff as a surface freight forwarder pursuant to authority contained in Docket # FF 2586 of the FMCSA, and as such, performs indirect rail and motor carrier transportation, with direct responsibility for all liabilities and service provided. American Logistics Group, Inc shall be known as SERVICE PROVIDER.
- 2) Providers of Pre-Postal Production Services. The following providers of Pre-Postal Production Services have adopted this Tariff as the governing and controlling rules and regulations Tariff for all Pre-Postal Production Services contracted and provided:
 - A) Print and Mailing Solutions, LLC (PAMS) provides Pre-Postal Production Services pursuant to this Tariff as a Pre-Postal Production provider for printers of US Mail including co-mailing, co-palletization/Ink Jet, and related data processing services, pursuant to authority issued by the United States Postal Service (USPS) to operate under Operational Procedures (OP), as evidenced under Customer Service Agreement (CSA) # 3073978 and Customer Registration Identification Number # 5077274, and by assigning a Detached Mail Unit (DMU) to operate within the PAMS facility, and as such, performs co-mailing, co-palletization/Ink Jet, and related data processing services, with direct responsibility for all liabilities and services provided. PAMS shall be known in this Tariff as SERVICE PROVIDER.
- 3) Providers of Warehousing and Special Services. The following providers of Warehousing and Special Services have adopted this Tariff as the governing and controlling rules and regulations Tariff for all Warehousing and Special Services contracted and provided:
 - A) Admiral Air Express, Inc. provides special services and warehousing pursuant to this Tariff as a warehouseman pursuant to authority contained in license # 500468 of the Illinois Department of Agriculture, and as such, performs special services, and warehousing, with direct responsibility for all liabilities and service provided. Admiral Air Express, Inc. shall be known as SERVICE PROVIDER.
 - B) American Logistics Group, Inc provides special services and warehousing pursuant to this Tariff as a warehouseman pursuant to authority contained in license # 500467 of the Illinois Department of Agriculture, and as such, performs special services, and warehousing, with direct responsibility for all liabilities and service provided. American Logistics Group, Inc shall be known as SERVICE PROVIDER.

ITEM 170: Claims Management

- 1) ALGWW shall provide claims coordination services to all entities for whom it arranges transportation, warehousing, and Pre-Postal Production services by:
 - A) Accepting claims as an accommodation and not as a responsible entity to the shipper or other similar claiming entity;
 - B) Forwarding claims received to the applicable SERVICE PROVIDER;
 - C) Relaying information to/from any applicable party in an effort to expedite and resolve the claim;
- 2) Upon a timely written request (within sixty (60) calendar days of the shipment date) ALGWW will provide an EXPEDITED CLAIMS PROCESSING option. This option is provided for cargo related claims only. The service of the EXPEDITED CLAIM option shall be subject to the following conditions:
 - A) Shipper or entity representing ownership of the claim will file a written cargo claim in compliance with this Tariff;
 - B) Upon acknowledged receipt of all supporting documentation, as determined by ALGWW, ALGWW shall issue a determination letter within fifteen (15) business days.
 - C) If ALGWW determines the claim is an allowed claim that determination shall be an acceptance by ALGWW that ALGWW is willing to take the risk of collection of the claim and ALGWW will pay the claim in the amount allowed by the SERVICE PROVIDER within fifteen (15) business days of ALGWW's receipt of a notice of a written acceptance of the claim amount as finally and completely resolving the claim by the Shipper or entity filing and owning the claim.

- D) As a condition to payment by ALGWW of an EXPEDITED CLAIMS PROCESSING option, Shipper or entity filing a claim will assign and subrogate the allowed claim to ALGWW using forms provided by ALGWW and thereafter ALGWW shall assume the risk of the collection of the claim.
 - E) After the assignment and subrogation of the claim, Shipper or entity filing the claim shall continue to cooperate and shall provide all documentation and testimony to support the claim until subrogation is completed by ALGWW. A failure to do so is a failure to meet a material condition and shipper or entity originally filing the claim shall indemnify and hold ALGWW harmless, inclusive of legal fees and costs, from all costs incurred by ALGWW.
 - F) In the event shipper or entity with a cargo claim does not elect an EXPEDITED CLAIMS PROCESSING or ALGWW declines the claim in a determination letter, the shipper or entity may and shall directly pursue the claim with the SERVICE PROVIDER but shipper or entity shall have no recourse over against ALGWW.
- 3) ALGWW only possesses authority as an arranger of services, and does not act in any capacity as a provider of services, therefore there is no direct claim liability assumed by ALGWW. Any shipper or entity using ALGWW services expressly recognizes this as a material condition and shall indemnify and hold ALGWW harmless (inclusive of legal fees and costs) from any costs arising from an assertion of claim liability against ALGWW.

ITEM 180: Definitions

ADVANCE ARRANGEMENTS: means the shipper is required to contact ALGWW before arrangement of the shipment tender of the shipment. This enables the shipper and ALGWW to establish the time and place of tender. It also enables the shipper and/or ALGWW to arrange the shipment and any special handling requirements or restrictions.

ALGWW: ALG Worldwide Logistics, LLC

BILL OF LADING: Any shipping document, memorandum, receipt, manifest, label, electronic entry or similar item issued in order to accept a shipment and transport it to destination.

BILLING TERM "COLLECT": means the consignee is primarily responsible for payment of the transportation charges.

BILLING TERM "PREPAID": means the shipper is primarily responsible for payment of the transportation charges.

BILLING TERM "THIRD PARTY": means a party other than the shipper or consignee that is primarily responsible for payment of the transportation charges.

BUSINESS DAYS: means Monday through Friday, excluding any Holiday.

BUSINESS HOURS: means 7:00 A.M. to 5:00 P.M., local time during business days.

CONCEALED DAMAGE AND/OR LOSS: Any damage and/or loss, which is NOT annotated on the delivery receipt and discovered after delivery, shall be deemed concealed damage and/or loss. Statements such as "subject to inspection", "subject to further check", "subject to count", or other qualification to "received in good order" are not annotations of loss and/or damage at the time of delivery. Specific damage and/or loss must be annotated on the delivery receipt. Shipments opened and inspected at the time of delivery, where damage to the contents is annotated, yet the packaging remains undamaged, does not qualify as an obvious damage and is subject to concealed damage. Shipments received by the consignee without annotations of damage and/or loss on the delivery receipt is prima facie evidence that the shipment was delivered in good order.

CONSIGNEE: means the authorized representatives or agents of the receiver to whom goods are shipped and whose name and address is shown as the receiver of the goods on the shipping documentation.

CONSIGNOR OR SHIPPER: means the authorized representative or agent of the party by whom, in whose name or on whose behalf, a contract of carriage of goods has been concluded with ALGWW, or any party by whom, in whose name, or on whose behalf, the goods are actually delivered to SERVICE PROVIDER in relation to the contract of carriage. A Shipper does not have to be a Consignor but otherwise the terms can be used interchangeably.

CONSTRUCTION SITE: Any location where construction of buildings, roads or bridges or other structures, including the entire property upon which the construction is taking place.

DIMENSIONAL WEIGHT: The weight of a shipment per unit of volumetric measure.

HAZARDOUS OR DANGEROUS GOODS: Articles or substances which are capable of posing a significant risk to health, safety or property when transported by:

Air: classified according to the most current editions of the International Civil Aviation Organization (IACO) Surface Technical Instructions for Safe Transport of Dangerous Goods by Air, and the International Air Transportation Association (IATA), Dangerous Goods Regulations.

Surface: classified according to the most current editions of Title 49 of the Code of Federal Regulations and Federal Motor Carrier Safety Regulations (FMCSR).

LEGAL HOLIDAY: Any national, state, provincial or local legal holiday.

OBVIOUS DAMAGE AND/OR LOSS: Any damage and/or loss, which are annotated on the delivery receipt at the time of delivery, shall be deemed obvious damage and/or loss. Statements such as "subject to inspection", "subject to further check", "subject to count" or other qualification to "received in good order" are not annotations of loss and/or damage at the time of delivery. Specific damage and/or loss must be annotated on the delivery receipt. Shipments opened and inspected at the time of delivery, which damage to the contents is annotated, yet the packaging remains undamaged, does not qualify as an obvious damage and is subject to concealed damage. Shipments received by the consignee without annotations of damage and/or loss on the delivery receipt is prima facie evidence that the shipment was delivered in good order.

PROHIBITED ARTICLES: Defined as any article listed in ITEM 310.

RESTRICTED ARTILCES: Defined as any article listed in ITEM 320

SERVICE PROVIDER: Admiral Air Express, Inc, American Logistics Group, Inc, and Print and Mailing Solutions, LLC

SHIPMENT: Except as otherwise noted, a shipment will consist of a single consignment of one or more pieces from a single shipper at a single time at a single address, receipted for in one lot and moving on shipping documentation.

SPECIAL WRITTEN AUTHORIZATION: Written authorization provided by the Director of Risk Management.

TRANSPORTATION CHARGES: Amounts assessed for the movement of a shipment and do not include any other fees or charges which may be assessed under the Rules and Regulations, such as, but not limited to, declared/released value charges, customs duties and taxes, however levied or applied.

THIRD PARTY: Someone other than the shipper or consignee.

USPS: United States Postal Service

ITEM 190: General

- 1) This Rules and Regulations Tariff explains ALGWW services. Exceptions to any of the items in this publication will be noted in customer specific pricing agreements, statements of agreed pricing or contracts that apply for individual customers. ALGWW will secure from a SERVICE PROVIDER, in accordance with the SERVICE Provider's obligations under the Interstate Commerce Commission Termination Act, Section 13710, and will provide to the shipper, on request of the shipper, this publication or any other written or electronic copy of the rate, classification, rules and practices. In addition, this publication which binds SERVICE PROVIDER appears on ALGWW's Internet site and may be accessed at any time, by any party without cost. (www.algworldwide.com).
- 2) Waiver of Provisions: Failure on the part of ALGWW and/or SERVICE PROVIDER, or any agent or employee of SERVICE PROVIDER in any or more than one instance, to insist upon the performance of any terms, covenants, or conditions of these Rules and Regulations, or to exercise any right or privilege contained within these Rules and Regulations, or the waiver by ALGWW and/or SERVICE PROVIDER of any breach of any other terms, covenants, or conditions of these Rules and Regulations shall not be construed as waiving any such terms, covenants, conditions, rights or privileges, but the same shall continue and remain in full force and effect, the same as if no such forbearance or waiver occurred, nor shall any single or partial exercise of any right or remedy hereunder preclude any other future exercise of any right or remedy granted hereby or by any related document or law. If any provision of this Tariff, or the application thereof to any party or circumstance shall be determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Tariff, or the application of such provision to any entity or person or circumstance other than that which is determined to be invalid or unenforceable, shall not be affected thereby. Each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

- 3) ALGWW reserves the right to modify, amend or supplement the rates, features of service, services, terms and conditions and Tariff to all customers without notice and will secure concomitantly an adoption by a participating SERVICE PROVIDER. All modifications, amendments or supplements may only be authorized by the President of ALGWW and no other agent or employee of ALGWW, nor any other agent or party is authorized to do so.
- 4) To the extent, if any, that conflict or inconsistency exists between these Rules and Regulations and the terms or conditions of any bill of lading, manifest, stamp, shipping label or other documentation, this Rules and Regulations Tariff ALGW1000, as amended, modified, changed, or supplemented, will control as between a shipper, entity requesting service, third party, ALGWW and any involved SERVICE PROVIDER.
- 5) Rates and service quotations by ALGWW and SERVICE PROVIDER's employees and agents will be based upon information provided by the entity requesting service, but final rates and service will be based upon product actually received and the application of the Rules and Regulations herein.
- 6) In an effort to provide shippers, third parties and consignees with quality service and competitive rates, commodities are shipped at less than full value. ALGWW encourages its customers to review this publication as items are subject to limitations of liability, released value or other requirements, which may relate directly to your shipment. In addition, we provide an insurance coverage option under ALGWW's open insurance policy in effect on the date of shipment. Cargo under the insurance option is subject to limits, terms and conditions of the insurance policy, and shall be construed to be a contract directly between the shipper and the insurer. Therefore, all shippers are further encouraged to evaluate their personal or corporate cargo insurance policies so they may ship their goods at the lowest possible rate while still being insured for full value.
- 7) Unless otherwise provided, in computing time in days, standard workdays will be used. Saturdays, Sundays and Legal Holidays will not be counted as Days in Transit.
- 8) Where numbers are connected by the word "to", the series indicated will include the numbers shown.
- 9) Where references are made to Tariffs, Items, Pages, Notes, Rules, etc., such references are continuous and include supplements thereto and revised or additional original pages or reissue.
- 10) Except as otherwise provided in this Tariff or in Tariffs governed hereby, ALGWW's assumes no obligation to arrange for the commencement by a SERVICE PROVIDER of transportation of a shipment within a specified period. All transportation services will be provided within reasonable dispatch.
- 11) ALGWW will determine, unless otherwise specifically directed by a shipper, the routing of any shipments, including mode of transportation used, and may use air transportation, ground transportation, rail transportation, ocean transportation, or any combination thereof in providing services. ALGWW reserves the right to arrange for the diversion of any shipment in order to facilitate delivery. The transportation charges will be the freight charges from origin to destination via the route and level of service requested on the bill of lading, transit documentation or other shipping memorandum.
- 12) The shipper, consignee, 3rd party, entity requesting service and/or beneficial owner will be liable, jointly and severally, to pay the SERVICE PROVIDER through ALGWW or indemnify ALGWW and/or its SERVICE PROVIDER by any reason of any violation of any of the terms contained in applicable Tariffs.
- 13) Construction and Interpretation. In the event an ambiguity or question of intent or interpretation arises, this Tariff shall be construed as if drafted jointly by ALGWW, SERVICE PROVIDER, Carrier, Shipper, Consignee, Third Party, entity requesting service or Beneficial Owner, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Tariff. Any reference to any federal, state, local or foreign statute, law or ordinance shall be deemed also to refer to all rules and regulations promulgated thereunder.
- 14) This Tariff takes precedence over all previous Tariffs (and other prior statements, written or oral).
- 15) Unless otherwise provided, requests for changes to service must be in writing. No oral modifications will be accepted by ALGWW and/or SERVICE PROVIDER.
- 16) The signature of ALGWW in any capacity or by SERVICE PROVIDER on shipping documentation only acknowledges receipt of freight. Terms and Conditions of this Tariff shall always apply.
- 17) ALGWW makes no warranties oral or written, express or implied with respect to any services provided and its liability is limited as set forth herein.
- 18) It is the responsibility of the shipper to ensure that a shipment tendered to SERVICE PROVIDER does not violate any federal, state or local laws or regulations applicable to the shipment.
- 19) Throughout this Tariff, whenever the context so permits, the feminine gender shall be deemed to include the masculine and vice-versa, and both shall be deemed to include the neuter and vice-versa, and the singular shall be deemed to include the plural and vice-versa.
- 20) References made to treaties, Tariffs, items, pages, notes, rules, etc., are continuous and include supplements, amendments and other similar revisions thereto or successive issues thereof.
- 21) Titles or captions in this Tariff are inserted only as a matter of convenience and for reference and shall in no way define, limit, extend or describe the scope or intent of this Tariff or any provision hereof.

- 22) Nothing in this Tariff shall require ALGWW to arrange for a SERVICE PROVIDER to perform pickup or delivery service at any location from or to which it is impracticable, through no fault or neglect of ALGWW or SERVICE PROVIDER.
- 23) The terms and conditions of this Tariff shall apply to all shipments arranged by ALGWW and handled by SERVICE PROVIDER regardless of whether same are subject to economic regulation or whether the shipments moves in interstate, intrastate, or foreign commerce.
- 24) When this Tariff is amended by revised items, the cancellation of the prior item will be effected by means of this item. A revised item may not show a cancellation notice. Except where a specific cancellation is shown on a new revised item, a revised item cancels any and all revised or original items that have not been cancelled, or uncanceled portions thereof, which bear the same item number or description.

ITEM 200: Shipments Accepted

Except as otherwise noted, all property will be acceptable for transportation when the Rules and Regulations of this Tariff and all laws, ordinances and other governmental rules and regulations governing transportation of these goods have been complied with by the shipper, consignee or owner.

ITEM 210: Packing and Marking Minimum Requirements

- 1) Proper packing of cargo for transportation is the responsibility of the shipper and only the shipper is aware of the manner in which goods have been packaged. The shipper must comply with all applicable local, state and federal laws, including those governing packing, marking and labeling for all shipments.
- 2) All packages must be prepared and packed by the shipper for safe transportation with ordinary care in handling in an express transportation environment. Proper packing must adequately protect any articles susceptible to damage because of conditions that may be encountered in transportation, such as changes in temperature or atmospheric pressure.
- 3) Each package must be legibly and durably marked with the name, address, and zip code of both the shipper and consignee, and all old labels, tags or markings must be removed by the shipper before the shipment being is tendered for transportation.
- 4) USPS shipments must meet USPS standards.
- 5) The packing methods in this paragraph or stated elsewhere within these Rules and Regulations are recommendations and/or minimum packing requirements, of which certain commodities may require additional or specific packing for protection in a transit environment. Only the shipper is aware of the manner in which its goods should be packaged and ALGWW strongly recommends that the shipper contract with a company specializing in packing commodities to ensure their cargo is adequately protected. New corrugated boxes in good, rigid condition of adequate size to allow two or three inches of cushioning of contents on the top, bottom and sides should be used. Items that cannot be packed into cartons (auto tail pipes, mufflers, tires, rims, etc.) should have all sharp edges and protrusions wrapped and the address label secured by pressure sensitive tape wrapped completely around the object. Briefcases, luggage, garment bags, aluminum cases, plastic cases, computer cartons or similar types of items whose outer finish might be damaged by adhesive labels, soiling, marking or other types of surface damage that is normal with ordinary care and handling in an express transit environment should be placed in a protective container for transport. Items with casters, wheels, or rollers must be removed before transportation.
- 6) Pieces with a floor-bearing weight greater than 100 pounds per square foot must be provided with a skid or base, which will reduce the floor-bearing weight to 100 pounds or less per square foot. The skid or base will be included in the gross weight of the piece and must be furnished by the shipper.
- 7) Shipping containers of all types must be of a sufficient strength to permit other freight to be stacked around and on top of the containers and have a minimum top-loading capacity of 75 pounds per square foot.
- 8) Any shipment accepted by SERVICE PROVIDER with unpackaged piece(s) and/or inadequately packaged piece(s) is done so at the shipper's risk.
- 9) Each piece of a C.O.D. shipment must be plainly marked. The total number of pieces contained in the shipment must also be clearly shown.
- 10) The use of wet ice (frozen water) as a refrigerant is prohibited.
- 11) Packing of a shipment using a pallet, skid or forklift able base: Cargo should be stacked squarely on the pallet without overhanging the edge, and the weight should be distributed evenly on the pallet to avoid excess weight being placed on materials inside the packages. Use 70-gauge stretch wrapping and pass a minimum of two bands (tightly secured) throughout the pallet voids and around all cargo. Banding should be used when necessary to secure cargo to pallet.

ITEM 220: Bill of Lading and Shipping Documents

- 1) The shipper shall prepare and present a bill of lading or other form of freight receipt and may provide additional shipping documentation with each shipment tendered. Any terms or conditions of the bill of lading or additional shipping documentation shall not apply if they are inconsistent with the Rules and Regulations of ALGWW as they supplement this Tariff. SERVICE PROVIDER or SERVICE PROVIDER's agent's signature does not constitute acceptance of any terms which may vary from ALGWW Rules and Regulations and continued use will not, and does not, constitute an implied acceptance or ratification by ALGWW. Failure by SERVICE PROVIDER, SERVICE PROVIDER's agents and/or the shipper to sign the shipping documentation does not negate the Rules and Regulations contained herein. Each shipment tendered for transportation to SERVICE PROVIDER will be subject to ALGWW Rules and Regulations Tariff in effect on the date SERVICE PROVIDER accepts the cargo.
- 2) The shipping documentation and the Tariff(s) applicable to the shipment shall inure to the benefit of and be binding upon the shipper, the consignee, ALGWW, SERVICE PROVIDER and any other party with an interest in the shipment.
- 3) The contents of a shipment must be indicated with an accurate, specific description on the bill of lading or shipping document.
- 4) The number of pieces included in each shipment must be accurately and specifically stated on the bill of lading or shipping document.
- 5) The gross weight of the shipment must be clearly indicated in pounds for domestic shipments or kilos for international shipments on the bill of lading or shipping document.
- 6) When the bill of lading or other form of freight receipt does not indicate which party (shipper, consignee or 3rd party) is responsible for payment of the freight charges, the freight charges will be billed prepaid and freight charges assessed against the shipper.
- 7) When a party other than the shipper or consignee is shown on the bill of lading or other shipping documentation as the payer of the freight charges, such party's name and address must be clearly shown in the body of the bill of lading or shipping documentation at the time of original tender.
- 8) Any shipment to be transported between the United States and its territorial possessions must be accompanied by the proper number of appropriate documents required by the government of the United States.
- 9) Any shipment to be transported between the United States, its possessions and a foreign country must be accompanied by the proper number of appropriate export, import and other documents required by the government of the United States and the foreign country or countries concerned.
- 10) A Government Bill of Lading (GBL) must accompany any shipment transported for the United States Government and other shipping documentation required by the United States Government along with the proper number of copies properly executed.
- 11) A USPS 8125 form must accompany any shipment tendered for USPS mail consolidation.
- 12) If the shipment tendered to SERVICE PROVIDER is an international shipment, SERVICE PROVIDER accepts the shipping documentation as a shipper's letter of instructions with authorization to prepare and sign on shipper's behalf international shipping documentation. For such shipments, SERVICE PROVIDER reserves the option to act as an agent of the direct Carrier, in which event the direct Carrier's Tariffs shall apply to the shipment.

ITEM 230: Loading and Unloading

- 1) Rates provided contemplate loading of the freight by the shipper and the unloading of the freight by the consignee, except that if the shipper or consignee requests and SERVICE PROVIDER furnishes extra labor to load or unload the vehicle, all charges for such labor are to be paid by the shipper or consignee, and will be billed accordingly.
- 2) SERVICE PROVIDER will place a vehicle at the loading site designated in writing by the shipper. Freight tendered for loading must be situated to be directly accessible to the vehicle, or it shall be immediately adjacent to a parking space. SERVICE PROVIDER may furnish labor for unloading at an additional charge.
- 3) The delivery of a shipment will include the placing of the vehicle at the site designated by the consignee for unloading. Freight will be unloaded at the delivery site immediately adjacent to the delivery vehicle. SERVICE PROVIDER may furnish labor for unloading at an additional charge.
- 4) If the driver is required to assist with loading and/or unloading, an additional charge will be assessed in addition to all other applicable charges.
- 5) In the event the consignor or consignee requests extra labor, SERVICE PROVIDER will furnish extra labor for loading or unloading for a fee in addition to all other applicable charges.
- 6) Notwithstanding the foregoing, nothing set forth herein obligates SERVICE PROVIDER to furnish extra labor (i.e. if such labor is not available at the point of loading or unloading, or the driver completing pickup or delivery is restricted).

- 7) When requested by consignee, SERVICE PROVIDER, in its sole discretion, will make a diligent effort to remove and/or dispose of packing material, debris or trash associated with specific shipments being delivered. It shall be the responsibility of the consignee to place such packing material, debris or trash on SERVICE PROVIDER's equipment at time of delivery. An additional charge will be assessed in addition to all other applicable charges.

ITEM 240: Free Time

SERVICE PROVIDER shall allow free time of ¼ hour for LTL shipments and 1 hour for truckload shipments, both for loading and unloading of vehicles with power units and drivers.

ITEM 250: Detention of Vehicles with Power Units

- 1) This item applies to shipments where the vehicle with driver and power unit are delayed or detained beyond the free time at time of delivery to the consignee or at time of pickup at the shipper when such delay is not the fault of SERVICE PROVIDER.
- 2) When computing time, the beginning time shall be the time the driver notifies the shipper or consignee of driver's arrival and that the equipment is available for loading or unloading, as the case may be, but in no case shall time commence prior to the time of any appointment.
- 3) If, at the end of business hours, unloading has not been completed and cannot be completed that day, the shipper or consignee shall be given the following options: (a) SERVICE PROVIDER will return to its terminal with whatever freight has not been unloaded, and SERVICE PROVIDER shall return the following business day with the balance of the freight or (b) SERVICE PROVIDER, at its option, may spot trailer at shipper or consignee location and return the following business day, and further the trailer will be subject to charges for detention without power beginning immediately upon spotting of the trailer. In either case, any unused free time from the first day will continue into the second day and charges will commence when all free time has expired.

ITEM 260: Detention of Vehicles Without Power Units

- 1) This item applies when SERVICE PROVIDER spots a trailer at the facilities of the shipper or consignee for the loading or unloading of shipments upon request of shipper or consignee.
- 2) Time shall commence with the spotting of the trailer and shall end when the shipper or consignee notifies SERVICE PROVIDER that the trailer is available for removal from the premises.
- 3) Trailers held in excess of 24 hours are subject to demurrage surcharges.

ITEM 270: Appointments

- 1) When requested by the shipper or required by the consignee, ALGWW or SERVICE PROVIDER shall secure an appointment. Pickups and deliveries shall be made during local business hours. Any pickup or delivery requested at any other time shall be subject to additional charges. SERVICE PROVIDER's maximum liability for late appointment deliveries shall be limited to reimbursement/adjustment of the delivery surcharge. SERVICE PROVIDER shall not be liable for charge-backs in excess of the delivery surcharge applicable to the shipment. SERVICE PROVIDER will not entertain such charge-backs in excess of the delivery surcharge.
- 2) TIME DEFINITE APPOINTMENT: Appointments made by the shipper for a specific delivery date and specific delivery time, and subject to a surcharge.
- 3) STANDARD APPOINTMENT: Appointments are made by ALGWW or SERVICE PROVIDER for the ease and convenience of both the consignee and delivery schedule.
- 4) APPOINTMENT NOTIFICATION: It is the shipper's responsibility to notify SERVICE PROVIDER on the airbill, bill of lading or other transit documentation as to the consignee's standards for acceptance of all shipments (i.e. appointments required, purchase orders, department numbers, etc.)
- 5) In absence of the above information, SERVICE PROVIDER retains the right to invoice for additional delivery and or surcharges.

ITEM 280: Conditions of Delivery

- 1) Delivery of the consignment will be made only to the consignee named on the bill of lading. Delivery of the consignment will be made by SERVICE PROVIDER only upon written receipt of the consignee and upon compliance with all other applicable terms and conditions herein.

- 2) It is the sole responsibility of the consignee at the time of delivery to note on the shipping documentation (delivery receipt) any exceptions to the shipping containers that would indicate a discrepancy (shortage in the shipment, damage to the containers, or possible damage to the contents of the containers). If shipping containers appear to be in good condition, the consignee must accept the entire shipment and may not open any shipping container to verify or inspect the contents until the consignee signs the delivery receipt. Such notations as "subject to inspection" and "subject to recount" are not exceptions.
- 3) Since SERVICE PROVIDER will not have control over the consignment while it is in custody of Government officials, full delivery will have been made when the consignment has been delivered to the Customs House or other Government authority as required by law or regulation in force, and SERVICE PROVIDER has delivered to the consignee any authorization necessary for the consignee to obtain release of the cargo from such government authority and has forwarded the notice of arrival as referenced below.
- 4) Notice of Arrival – Notice of Arrival of the shipment will, lacking all other instructions, be sent to the consignee or the person to be notified, where applicable.
- 5) Place of Delivery – Except as otherwise provided, the consignee must accept the shipment at the delivery address as listed in the destination portion of the bill of lading.
- 6) Failure of the Consignee to Take Delivery: If the consignee refuses or fails to take delivery of the shipment after its arrival at the destination named on the bill of lading, SERVICE PROVIDER will reasonably endeavor to cause compliance with any instructions of the shipper set forth on the bill of lading. If no such instructions are set forth, or if such instructions cannot be reasonably complied with, SERVICE PROVIDER, after notifying the shipper of failure of the consignee to take delivery, may:
 - A) Should it become necessary for a shipment to be held by SERVICE PROVIDER, it will be stored without charge for three calendar days excluding Saturdays, Sundays and Legal Holidays, computed from the first 8:00 A.M. following receipt of the cargo or following notification to the consignee of the arrival of the cargo. However, if a shipment lacks proper documentation for transit and advance arrangements have been made with ALGWW or SERVICE PROVIDER by the shipper, no storage charges will be assessed.
 - B) After the expiration of such free storage time, return the shipment to the shipper, or SERVICE PROVIDER will continue to hold cargo for the shipper or consignee for a fee in addition to all other applicable charges. If continued holding is not practical, SERVICE PROVIDER will place the shipment in public or private warehouse at the expense of the shipper or consignee, subject to a lien for all transportation, storage, delivery, warehousing and other accrued charges.
 - C) When the shipment is held by SERVICE PROVIDER due to failure of the consignee to accept delivery, SERVICE PROVIDER's liability will be reduced to \$0.10 per pound of product, regardless of any declared/released value originally issued on the bill of lading or other transit documentation. If the product is placed in public or private warehouse, SERVICE PROVIDER's liability for the cargo will cease upon tender to the public or private warehouse.
 - D) Shipments will be held by SERVICE PROVIDER for a period not to exceed 30 calendar days from the first 8:00 A.M. following the date the product was placed into storage. At the expiration of 30 calendar days, ALGWW or SERVICE PROVIDER may:
 - 1) Hold the shipper liable for all charges and expenses resulting from or concerning the failure of the consignee to accept delivery of the cargo, including but not limited to transportation charges incurred in returning the consignment.
 - 2) After holding the cargo at destination for a period of not less than 30 days, including written notice to the shipper and consignee, sell the consignment in one or more lots at public or private sale.
 - 3) In case of the sale of cargo either at destination or at the place to which the cargo has been returned, ALGWW and SERVICE PROVIDER is authorized to pay itself and other transportation charges out of the proceeds of the sale; and any other charges, advances, or expenses of ALGWW and SERVICE PROVIDER, plus the costs of the sale, holding any surplus subject to the order of the shipper. A sale of any consignment will, however, not discharge the shipper of any liability hereunder to pay any deficiencies.
- 7) Storage and Disposal of Perishables – When a shipment containing any perishable article is delayed in possession of SERVICE PROVIDER or is unclaimed, refused or threatened with deterioration; SERVICE PROVIDER will take such steps as is reasonably required for the protection of all interested parties. If the shipper or consignee desires notification by telephone or facsimile of the actual or anticipated delay at origin or destination, the shipper shall specify such request on the bill of lading. The shipper will authorize collect communication and designate the party and telephone number and address to be notified. ALGWW or SERVICE PROVIDER will then attempt notification as soon as reasonably possible. If after notification, no further instructions are received, SERVICE PROVIDER reserves the right to reroute the shipment to a cold storage warehouse, or store/dispose of the cargo as per the provisions of this paragraph.

ITEM 290: Qualified Acceptance of Shipment

- 1) SERVICE PROVIDER, at its sole discretion, reserves the right, but is not required to open and inspect any shipment without notice.
- 2) The Transportation Security Administration (TSA) mandates all cargo tendered for air transportation is subject to screening by the Indirect Air Carrier, the Air Carrier or the TSA. Upon tendering cargo for air transportation, the shipper consents to the screening of cargo including opening and inspection of the shipment. It is further understood and agreed that SERVICE PROVIDER shall not be liable for delay due to inspection of cargo.
- 3) SERVICE PROVIDER reserves the right to refuse acceptance of a shipment if it is in the opinion, from "ordinary observation" by SERVICE PROVIDER that the following conditions apply:
 - A) Shipment appears to be improperly packaged
 - B) Is of a kind or type likely to incur damage from high/low temperatures notwithstanding the exercise of ordinary care by SERVICE PROVIDER, and that such temperature will prevail in transit or at transfer point, or at origin/destination when available facilities cannot protect the shipment against such conditions.
 - C) Has an inherent nature of defect, which indicates to SERVICE PROVIDER, that such transportation could not be furnished without loss or damage to the goods.
 - D) Is not accompanied by the proper documentation and necessary information as required by convention, statute, or Tariff applicable to such shipment.
 - E) Is subject to special authorization or advance arrangements unless such special authorization and advance arrangements have been satisfactorily completed.
 - F) Is determined to be dangerous, hazardous, or likely to soil, taint, or otherwise damage other shipper's property, the property and equipment of SERVICE PROVIDER, personnel or contractors, or economically or operationally impracticable to transport.
 - G) If shipments destined for transportation are found to be dangerous or illegal for transport.

ITEM 300: Shipments Accepted Under Special Conditions

- 1) It is agreed and understood that SERVICE PROVIDER's maximum liability for a shipment shall not exceed \$50,000 per shipment, inclusive of transportation cost, unless approved in writing, in advance of shipment tender, by ALGWW's Director of Risk Management; provided, at no time, including any special circumstances is ALGWW liable for cargo damage.
- 2) The following will only be accepted under special conditions and when the shipper contacts ALGWW and Advance Arrangements have been made with ALGWW. If SERVICE PROVIDER receives a shipment without Advance Arrangements being made, SERVICE PROVIDER's legal liability will not exceed \$0.50 per pound of product damaged and/or lost, or a maximum of \$5,000.00, whichever is less, regardless of the declared/released value or insured value for exports, and in cases where the article is restricted by governing federal, state, or local laws, regulations or ordinances, the shipper is solely responsible for and will reimburse and indemnify ALGWW and SERVICE PROVIDER for any expenses it incurs in connection with the shipment.
 - A) Shipments liable to impregnate or otherwise damage equipment or other shipments
 - B) Shipment requiring special handling devices, special attention or care en route. Special devices for safe handling will be provided by and at the expense of the shipper or consignee.
 - C) Food products – fresh, frozen, dried, or dehydrated will be accepted only if such products comply all laws, ordinances or other governmental rules or regulations
 - D) Shipments requiring temperature control during transit
 - E) Shipments, which require ALGWW or SERVICE PROVIDER to obtain a Federal, State or Local license for transportation.
 - F) Jewelry (including but not limited to costume jewelry, watches and watch parts): Shipper assumes exposure to and risk of any loss to these commodities in excess of \$0.50 per pound or a maximum of \$5,000.00 per shipment, regardless of the declared/released value or insured value for exports. Shipments received with a value exceeding \$0.50 per pound or \$5,000.00 per shipment will be considered to have been released by the shipper at \$0.50 per pound or \$5,000.00 per shipment. These commodities must be packaged and contained within a non-transparent, hard-sided, and locked container (combination or key lock); corrugated boxes or similar packing materials are not acceptable, as they do not properly protect the contents from damage and/or loss. Claims for concealed loss and/or damage will not be accepted or honored for these commodities.
 - G) Inherently Fragile Items: (Including but not limited to, incandescent, fluorescent or other types of lighting bulb or tube, neon lighting, neon signs, X-ray tubes, laser tubes, scale models (including but not limited to architectural models, doll houses, etc.). Shipper assumes exposure to and risk of any loss to these commodities in excess of \$0.50 per pound or a maximum of \$5,000.00 per shipment; whichever is less, regardless of the declared/released value or insured value for exports. Shipments received with a value exceeding \$0.50 per pound or a maximum of

\$5,000.00 per shipment will be considered to have been released by the shipper at \$0.50 per pound or a maximum of \$5,000.00 per shipment. Claims for concealed loss and/or damage will not be accepted for these commodities.

- H) Personal Effects: Shipper assumes exposure to and risk of any loss to Personal Effects in excess of \$0.50 per pound or a maximum of \$5000.00 per shipment, whichever is less, regardless of the declared/released value or insured value for exports. Shipments received with a value exceeding \$0.50 per pound or a maximum of \$5,000.00 per shipment will be considered to have been released by the shipper at \$0.50 per pound or a maximum of \$5,000.00 per shipment. Claims for concealed loss and/or damage will not be accepted or honored for these commodities.
- I) Furs, and/or Fur-Trimmed Garments, Antiques, and Artwork: Shipper assumes exposure to and risk of any loss to these commodities in excess of \$0.50 per pound or a maximum of \$5000.00 per shipment, whichever is less, regardless of the declared/released value or insured value for exports. Shipments received with a value exceeding \$0.50 per pound or a maximum of \$5,000.00 per shipment will be considered to have been released by the shipper at \$0.50 per pound or a maximum of \$5,000.00 per shipment. Claims for concealed loss and/or damage will not be accepted or honored for these commodities.
- J) Alcohol (beer, wine, spirits), tobacco, firearms, ammunition: Shipper assumes exposure to and risk of any loss to these commodities in excess of \$0.50 per pound or a maximum of \$5000.00 per shipment, whichever is less, regardless of the declared/released value or insured value for exports. Shipments received with a value exceeding \$0.50 per pound or a maximum of \$5,000.00 per shipment will be considered to have been released by the shipper at \$0.50 per pound or a maximum of \$5,000.00 per shipment. Claims for concealed loss and/or damage will not be accepted or honored for these commodities.
- K) Televisions (all kinds, including but not limited to flat panel (all types), tube, and projection, etc.): Shipper assumes exposure to and risk of any loss to these commodities in excess of \$0.50 per pound or a maximum of \$5000.00 per shipment, whichever is less, regardless of the declared/released value or insured value for exports. Shipments received with a value exceeding \$0.50 per pound or a maximum of \$5,000.00 per shipment will be considered to have been released by the shipper at \$0.50 per pound or a maximum of \$5,000.00 per shipment. Claims for concealed loss and/or damage will not be accepted or honored for these commodities.
- L) Museum Exhibits and Articles: Shipper assumes exposure to and risk of any loss to these commodities in excess of \$0.50 per pound or a maximum of \$5000.00 per shipment, whichever is less, regardless of the declared/released value or insured value for exports. Shipments received with a value exceeding \$0.50 per pound or a maximum of \$5,000.00 per shipment will be considered to have been released by the shipper at \$0.50 per pound or a maximum of \$5,000.00 per shipment. Claims for concealed loss and/or damage will not be accepted or honored for these commodities.
- M) Pharmaceuticals: Shipper assumes exposure to and risk of any loss to these commodities in excess of \$0.50 per pound or a maximum of \$5000.00 per shipment, whichever is less, regardless of the declared/released value or insured value for exports. Shipments received with a value exceeding \$0.50 per pound or a maximum of \$5,000.00 per shipment will be considered to have been released by the shipper at \$0.50 per pound or a maximum of \$5,000.00 per shipment. Claims for concealed loss and/or damage will not be accepted or honored for these commodities. Shipments of over-the-counter and prescription pharmaceuticals will only be accepted when tendered in accordance with applicable federal, state or local laws. The shipper is responsible for compliance with all laws. Pharmaceutical packages should bear no label, markings, or other written notice that a pharmaceutical is contained within. Proper packaging such as cotton or other appropriate packing material should be used in order to protect the contents of the shipment.
- N) Time Sensitive written materials (including but not limited to bids, contract proposals, etc.): Shipper assumes exposure to and risk of any loss to these commodities in excess of \$0.50 per pound or a maximum of \$700.00 per shipment, whichever is less, regardless of the declared/released value or insured value for exports. Shipments received with a value exceeding \$0.50 per pound or a maximum of \$700.00 per shipment will be considered to have been released by the shipper at \$0.50 per pound or a maximum of \$700.00 per shipment. Claims for concealed loss and/or damage will not be accepted or honored for these commodities.
- O) Furniture: Shipper assumes exposure to and risk of any loss to these commodities in excess of \$0.50 per pound or \$700.00 per shipment, regardless of the declared/released value or insured value for exports. Shipments received with a value exceeding \$0.50 per pound or \$700.00 per shipment will be considered to have been released by the shipper at \$0.50 per pound or a maximum of \$700.00 per shipment. Claims for concealed loss and/or damage will not be accepted or honored for these commodities.

ITEM 310: Prohibited Articles Not Accepted for Transportation

- 1) Articles listed below are NOT acceptable for the arrangement of transportation by ALGWW, unless approved in writing by ALGWW's Director of Risk Management. If SERVICE PROVIDER receives an article for transportation listed below, SERVICE PROVIDER's legal liability will not exceed \$0.10 per pound of product damaged and/or lost, or a maximum of \$5,000.00 per shipment, whichever is less, regardless of declared/released value or insured value for exports, and in cases where the article is restricted by governing federal, state or local laws, regulations or ordinances, the shipper is solely responsible for and will reimburse and indemnify ALGWW and SERVICE PROVIDER for any expenses it incurs in connection with the shipment.
- A) Shipments of extraordinary value, including but not limited to:
- | | |
|----------------------------------|------------------------------------|
| Bills of Exchange | Pearls |
| Bonds | Precious Metals |
| Bullion or Precious Metals | Promissory Notes |
| Coins | Securities, Negotiable |
| Concentrates | Silver Bullion, Coined or Uncoined |
| Current/Currency Equivalents | Stamps, Postage or Revenue |
| Cyanides | Stock Certificates |
| Deeds | Stones, Cut or Uncut |
| Diamonds | Sulfides |
| Dore Bullion | Platinum |
| Evidence of Debt | Gold |
| Gems, Cut or Uncut | Silver |
| Gold Bullion, Coined or Uncoined | Precious Stones |
| Industrial Diamonds | |
- B) Shipments of live animals except live lobsters and shellfish, or those destined to/originating from medical laboratories.
- C) Human corpses or body parts or cremated or disinterred human remains.
- D) Concentrates, precipitates, sulfides, cyanides, dust or sulfides.
- E) Articles of inherently dangerous nature, infectious substances, radioactive materials, explosives, incendiaries, PCBs (polychlorinated biphenyls), hazardous and non-hazardous waste.
- F) Lottery tickets and gambling devices where prohibited by federal, state or local law.
- G) Live insects
- H) Packages that are wet, leaking or emit an odor of any kind.

ITEM 320: Restricted Articles, Hazardous & Dangerous Goods

- 1) It is the general policy of ALGWW NOT TO arrange Hazardous and Dangerous goods for transportation. ALGWW, under specific guidelines as referenced below, accepts the arrangement of transportation and warehousing of certain restricted articles. Restricted Articles will only be accepted for transportation if written authorization from ALGWW's certified Hazardous Materials employee and Advance Arrangements have been made with ALGWW. If ALGWW inadvertently arranges a shipment of hazardous and/or dangerous goods without written authorization from ALGWW's certified Hazardous Materials employee and Advance Arrangements being made, ALGWW and SERVICE PROVIDER will not accept any liability for damage and or loss, and in cases where the article is restricted by governing federal, state or local laws, regulations or ordinances, the shipper is solely responsible for and will reimburse and indemnify ALGWW and SERVICE PROVIDER for any expenses it incurs in connection with the shipment.
- 2) All packages containing hazardous and dangerous materials must be properly classified, described, packaged, marked and labeled and in proper condition for transportation and must comply with International Air Transport Association (IATA) Dangerous Goods Regulations, International Civil Aviation Organization (IACO) and where applicable, Title 49 of the Code of Federal Regulations. The shipper is responsible for complying with all packing requirements and appropriate marking and labeling of the package, documentation, as well as compliance with applicable federal, state, and local laws, regulations, ordinances and rules. The shipper is also responsible for ensuring the recipient complies with all applicable federal, state, and local laws, regulations, ordinances and rules for applicable hazardous and dangerous articles.
- 3) ALGWW does not arrange for transportation hazardous waste, hazardous substances or inhalation hazards biohazards such as blood, urine, fluids and other non-infectious diagnostic specimens.
- 4) Not all locations maintained by ALGWW arrange hazardous or dangerous goods, and ALGWW and SERVICE PROVIDER reserve the right to decline handling hazardous or dangerous goods on any shipment at any location.

- 5) ALGWW and SERVICE PROVIDER have the right to refuse any package with an odor or any package that is wet or leaking. If a hazardous or dangerous goods shipment, which is improperly packaged, damages or contaminates any property, the shipper is solely responsible for and will reimburse and indemnify ALGWW and SERVICE PROVIDER for any and all costs, fees and expenses it incurs in connection with the cleanup of such damage and contamination.
- 6) A surcharge will be added to the total charge for each shipment of articles subject to Department of Transportation Hazardous Materials Regulations, Title 49 of the Code of Federal Regulations or to IATA or IACO Regulations.
- 7) Every party, whether principal or agent, who ships hazardous or dangerous goods or explosives, without previous full written disclosure to ALGWW and SERVICE PROVIDER of their nature, shall be liable for and indemnify, defend, and hold harmless ALGWW, SERVICE PROVIDER, and their agents against all loss or damage (including reasonable attorney fees and costs) caused by such goods. Such goods may be warehoused at owner's risk and expense or destroyed without compensation.
- 8) If a recipient refuses a package containing hazardous or dangerous goods, or the package leaks, or is damaged, it will be returned to the shipper if possible. If the shipper refuses to accept the returned shipment, or it cannot be returned because of leakage or damage due to faulty packing, the shipper is responsible for and agrees to reimburse and otherwise indemnify ALGWW and SERVICE PROVIDER for all costs, fees and expenses it incurs in connection with the cleanup and disposal of the package.

NOTE: ALGWW and SERVICE PROVIDER are required by law to report improperly declared or undeclared shipments of hazardous or dangerous goods to the U.S. Department of Transportation. Penalties for such shipments may include fines up to \$500,000.00 and five years in jail. The DOT/FAA requires every shipper to have a job-specific hazardous and dangerous goods training before tendering a hazardous or dangerous goods shipment for transportation.

ITEM 330: Shipments Subject to Delay

- 1) The following shipments are subject to delay, and SERVICE PROVIDER shall have no liability for delay by reason of any of the following:
 - A) Bill to party is on credit hold.
 - B) The dimensions of the shipment are too large for available space
 - C) The shipment is improperly packed or packaged.
 - D) The shipment lacks proper documentation including, in the case of export shipments, required export documentation or government license.
 - E) The shipment is affected by a force majeure event, including any event or circumstance that is not within the control of SERVICE PROVIDER.
 - F) The shipment requires customs validation, authentication, registration, or carnet presentation.
 - G) Information is missing from, or is incorrect on, the shipping documentation.
 - H) The shipment is from a shipper unknown to ALGWW or SERVICE PROVIDER.
 - I) A shipment exceeding 58 inches in length may cause a system delay. Advance arrangements are required for any shipment when any single dimension exceeds 72 inches.
 - J) Dangerous goods may cause a system delay due to the inherent nature of the goods.
 - K) A shipment tendered by the shipper which did not enter SERVICE PROVIDER's system in time to meet the departure times required to complete service on a time defined basis.
 - L) Shipments subject to screening under TSA requirements for air cargo.
 - M) Shipments awaiting mail verification at USPS or failure to supply funds to USPS.

ITEM 340: Warehousing and Special Services

- 1) ALGWW will arrange the following warehousing and special services when prior arrangements have been made:
 - A) Assembly Service – This service will be arranged by ALGWW subject to the following provisions:
 - 1) SERVICE PROVIDER will accept two or more parts of a shipment from one or more shippers at the point of origin and will assemble the parts into a single shipment for transportation to a single consignee at a single destination address. Either the shipper or consignee may request this service provided all parts of the shipment are delivered to the consignee at one time. The consignee will pay all charges applicable to shipments receiving assembly service if there are multiple shippers.
 - 2) All parts of a shipment to be assembled will be tendered to SERVICE PROVIDER within the 24-hour period ending at 2:00 P.M. daily. Any parts received after 2:00 P.M. will be considered as separate shipments at the rate or charge applicable thereto, or if requested as part(s) of the next day's assembly.
 - 3) No part of a shipment assembled by SERVICE PROVIDER may move as a C.O.D. (Cash On Delivery).
 - 4) A part of the shipment for this rule will consist of one package, piece or bundle or two or more packages, pieces or bundles, accepted by SERVICE PROVIDER as a group or unit.

- 5) SERVICE PROVIDER will not provide assembly service for any shipment requiring accorded distribution service.
 - 6) SERVICE PROVIDER will not provide assembly service in connection with any shipment of Hazardous or Dangerous Goods and ALGWW will not accept such requests for such arrangements.
 - 7) An additional charge in addition to all other applicable charges shall apply for assembly service.
 - 8) Under no circumstances will the liability of SERVICE PROVIDER for loss/damage/delay which is a result of assembly service performed be greater than the liability for the shipment transported.
- B) Distribution Service – This service will be arranged by ALGWW subject to the following provisions:
- 1) When the shipper or consignee requests in writing that ALGWW arrange distribution service, a distribution manifest must be provided. This manifest must give proper breakdown of the shipment and individual destinations of the goods to be delivered. In the case of multiple consignees, the shipper will provide a distribution manifest to ALGWW when the cargo is arranged with ALGWW. ALGWW will accept and arrange a shipment from a single shipper at a single address receipted as a single lot, and will separate parts of the shipment at the destination. If all of the shipment is to be disbursed to a single consignee, the shipment must be prepaid.
 - 2) SERVICE PROVIDER will not perform distribution service in connection with any shipment requiring assembly service.
 - 3) A part of the shipment for this rule will consist of one package, piece or bundle or two or more packages, pieces or bundles, accepted by SERVICE PROVIDER as a group or unit.
 - 4) Delivery service will be provided for parts of a shipment, subject to applicable rates and charges applied individually to each part.
 - 5) No part of the shipment apart of a distribution may move as a C.O.D. (Cash on Delivery).
 - 6) SERVICE PROVIDER will not provide distribution service in connection with any shipment of Hazardous or Dangerous goods.
 - 7) An additional charge in addition to all other applicable charges shall apply for distribution service.
 - 8) Under no circumstances will the liability of SERVICE PROVIDER for loss/damage/delay which is a result of distribution service performed be greater than the liability for the shipment transported.
- C) Signature Service – This service will be arranged by ALGWW subject to the following provisions:
- 1) When requested by the shipper, ALGWW will arrange shipments requiring person-to-person signature service from time of acceptance from the shipper to the time of delivery to the consignee.
 - 2) Person-to-Person signature service means each employee/agent of SERVICE PROVIDER will execute a single receipt upon accepting custody of a shipment and will obtain signed receipt upon relinquishing custody of the shipment to another employee/agent of SERVICE PROVIDER, to an employee of a direct air carrier or to the consignee. No receipt will be secured from the direct air carrier flight crew or attendants when shipments are transported on such carriers.
 - 3) Shipping documentation presented to ALGWW or SERVICE PROVIDER must show the statement “Signature Service Requested” entered by the shipper, and must indicate the proper parties for receipt.
 - 4) An additional charge in addition to all other applicable charges shall apply for signature service.
- D) Delivery Reports – This service will be provided by ALGWW subject to the following provisions:
- 1) The time of delivery to the consignee will be telephoned to the shipper upon his request, subject to the following provisions:
 - 2) The air bill, bill of lading or other shipping documents presented to SERVICE PROVIDER at the time of tender of the cargo must contain the statement “Telephone-Facsimile Delivery Report Requested”, or “Electronic Delivery Report Requested” entered by the shipper.
 - 3) An additional charge per shipment may be assessed for such delivery reports in addition to all other applicable charges.
 - 4) A copy of SERVICE PROVIDER’s air bill, bill of lading or other shipping documentation showing the time of delivery to the consignee will be mailed to the shipper, upon his request, subject to the following provisions:
 - (a) The air bill, bill of lading, or other shipping documentation as presented to SERVICE PROVIDER at the time cargo is tendered must contain the statement “Photostat Delivery Report Requested”, entered by the shipper.
 - (b) An additional charge per shipment may be assessed for such delivery reports in addition to all other applicable charges.
- E) In Transit Storage – This service will be arranged by ALGWW subject to the following provisions:
- 1) Should it become necessary for a shipment to be held by SERVICE PROVIDER, it will be stored without charge for three calendar days excluding Saturdays, Sundays and Legal Holidays, computed from the first 8:00 A.M. following receipt of the cargo or following notification to the consignee of the arrival of the cargo. However, if a shipment lacks proper documentation for transit and advance arrangements have been made with ALGWW or SERVICE PROVIDER by the shipper, no storage charges will be assessed.

- 2) After the expiration of such free storage time, return the shipment to the shipper, or SERVICE PROVIDER will continue to hold cargo for the shipper or consignee for a fee in addition to all other applicable charges. If continued holding is not practical, SERVICE PROVIDER will place the shipment in public or private warehouse at the expense of the shipper or consignee, subject to a lien for all transportation, storage, delivery, warehousing and other accrued charges.
 - 3) When the shipment is held by SERVICE PROVIDER due to failure of the consignee to accept delivery, SERVICE PROVIDER's liability will be reduced to \$0.10 per pound of product, regardless of any declared/released value originally issued on the bill of lading or other transit documentation. If the product is placed in public or private warehouse, the SERVICE PROVIDER's liability for the cargo will cease upon tender to the public or private warehouse.
 - 4) Shipments will be held by SERVICE PROVIDER for a period not to exceed 30 calendar days from the first 8:00 A.M. following the date the product was placed into storage. At the expiration of 30 calendar days, SERVICE PROVIDER may:
 - (a) Hold the shipper liable for all charges and expenses resulting from or concerning the failure of the consignee to accept delivery of the cargo, including but not limited to transportation charges incurred in returning the consignment.
 - (b) After holding the cargo at destination for a period of not less than 30 days, including written notice to the shipper and consignee, sell the consignment in one or more lots at public or private sale.
 - (c) In case of the sale of cargo either at destination or at the place to which the cargo has been returned, ALGWW and/or SERVICE PROVIDER is authorized to pay itself and other transportation charges out of the proceeds of the sale; and any other charges, advances, or expenses of ALGWW and SERVICE PROVIDER, plus the costs of the sale, holding any surplus subject to the order of the shipper. A sale of any consignment will, however, not discharge the shipper of any liability hereunder to pay any deficiencies.
- F) Warehousing Service – This service will be arranged by ALGWW subject to the following provisions:
- 1) TENDER FOR STORAGE: All goods for storage shall be delivered at the warehouse properly marked and packed for handling. The storer shall furnish at or prior to such delivery a manifest showing marks, brands or sizes to be kept and accounted for separately and the class of storage desired.
 - 2) STORAGE PERIOD AND CHARGES: A full month's storage charge will apply on all goods received between the first and fifteenth, inclusive of a calendar month; one-half month's storage will apply on all goods received between the sixteenth and the last day inclusive of a calendar month; and a full month's storage charge will apply to all goods in store on the first day of the next month and succeeding calendar months.
 - 3) TRANSFER, TERMINATION OF STORAGE, REMOVAL OF GOODS: Instructions to transfer goods on the books of the warehouseman are not effective until delivered to and accepted by him, and all charges up to the time of transfer is made are chargeable to the storage of record. If a transfer involves re-handling goods it will be subject to a charge. When goods in storage are transferred from one party to another thru written instructions, a new storage date is established on the date of the transfer. The warehouseman reserves the right to move, at his own expense of transfer, and upon notice sent by certified or registered mail to the storer of record, any goods in storage from the warehouse in which they may be stored to any of his other warehouses; but if such storer takes delivery of his goods in lieu of transfer, no storage charge shall be made for the current storage month. The warehouseman without notice can move goods within the warehouse in which they are stored. The warehouseman may upon written notice to the storer of record and to any other person known by the warehouseman to claim an interest in the goods require the removal of the goods by the end of the next succeeding storage month. Such notice shall be given by delivery in person or registered letter addressed to the last known place of business or abode of the person to be notified. In the event goods may be about to deteriorate or may constitute a hazard to other property or to the warehouse or persons, the goods may be removed or disposed of by the warehouseman as provided by law.
 - 4) HANDLING: The handling charge covers the ordinary labor involved in receiving goods at the warehouse door, placing goods in storage, and returning goods to the warehouse door. The handling charge, unless otherwise specified, includes the unloading of regular boxcars. Handling charges will be billed with the storage for the first month. Labor for unloading goods from other than regular boxcars will be charged to the storer. Any additional expenses incurred by the warehouseman in unloading damaged goods will be charged to the storer. Labor and materials used in loading rail cars or other vehicles are chargeable to the storer. The warehouseman, unless he has failed to exercise due care and diligence, shall not be responsible for demurrage, nor for delays in unloading in-bound cars, nor for delays in obtaining cars for outbound shipments.
 - 5) DELIVERY REQUIREMENTS: No goods shall be delivered or transferred except upon receipt by the warehouseman of complete instructions properly signed by the storer. However, outstanding, goods may be delivered upon instructions by telephone in accordance with a prior written agreement, but the warehouseman

shall not be held responsible for loss and/or error occasioned thereby. When goods are ordered out, a reasonable time shall be given to the warehouseman in order to carry out instructions, and if he is unable because of fire, acts of God, war, public enemies, strikes, lockouts, riots and civil commotions or causes beyond his control to effect delivery before expired storage dates, the goods will continue subject to regular storage charges.

- 6) **LIMITATION OF DAMAGES:** The depositor declares that damages are limited to \$0.10 per pound of lost or damaged product, however, such liability may be increased on all of the goods, upon written request by the depositor within 5 calendar of receipt by the warehouseman, in which event a monthly charge of two tenths of one percent per month on the excess valuation will be made in addition to the regular monthly storage charge. Property stored has not been insured by the warehouseman for the benefit of the depositor against fire or any other casualty.
- 7) **EXTRA SERVICES (Special Services):** Warehouse labor required for services other than ordinary handling and storage will be charged to the storer.
- G) **Over-Packing –** This service will be arranged by ALGWW subject to the following provisions:
 - 1) For the purposes of these Rules and Regulations, over-packing must not be confused with crating. Crating refers to a wooden box or container, which may be necessary to ensure safe transit of the cargo. ALGWW does not arrange crating service; however, if a shipment requires crating ALGWW may assist the shipper in locating a contractor to provide this service. Such assistance will not place ALGWW in a position of liability for any damage and or loss incurred due to “improper packing” by the contracted labor for such service.
 - 2) Over-packing is the placement of a packed product into a larger container to protect the exterior of the original package, but not the contents thereof, or to protect the product if the original packing failed during transport, or if the shipper requests over-packing. The shipper shall pay the cost of over-packing in addition to all other costs of transportation. Over-packing by SERVICE PROVIDER shall not relieve the shipper from its responsibility to initially package the product for safe transportation or increase SERVICE PROVIDER’s liability for any loss or damage due to improper packing.
 - 3) When requested by the shipper, over-packing with dry ice or gel pack(s) may be used. SERVICE PROVIDER will over-pack the cargo in an insulated liner with dry ice or gel pack(s) as instructed by the shipper. The shipper shall pay all costs of the foregoing in addition to all other transportation charges.
- H) **Auxiliary Services –** Auxiliary Services are those which are arranged prior, during or subsequent to transportation, subject to the following provisions:
 - 1) Auxiliary services are performed by contractors for the shipper or consignee and are not agents for ALGWW and/or SERVICE PROVIDER.
 - 2) Auxiliary services may be billed directly to the shipper or consignee for the services completed by the contractor or ALGWW may bill the services as advance charges as a customer service to the shipper or consignee.
 - 3) ALGWW and SERVICE PROVIDER, are not liable for loss/damage/delay which is a direct result of auxiliary services performed by contractors for the shipper or consignee, including but not limited to crating, uncrating, crane or lift services, packing and unpacking which are requested by the shipper or consignee and arranged by ALGWW as a customer service. Such limitation of liability shall extend to the selection by ALGWW of the contractors performing auxiliary services.

ITEM 350: C.O.D. (Collect On Delivery) Shipments

- 1) When the shipper through written instructions on the bill of lading, requests Cash on Delivery (“C.O.D.”) service, the shipper is authorizing ALGWW to arrange for the SERVICE PROVIDER to accept the consignee’s check. This instrument will be payable to the shipper. On C.O.D. shipments, SERVICE PROVIDER’s sole responsibility will be to secure the check and forward the check to the shipper.
- 2) In collecting the C.O.D. amount, SERVICE PROVIDER will accept a cashier’s check, money order, certified check (including Treasurer’s check, official check), company check, or personal check.
- 3) When the shipper requests a specific payment instrument (i.e. certified check only), advanced arrangements must be made with ALGWW, and written instructions must be placed on the Bill of Lading.
- 4) An additional charge per shipment may be assessed in connection with collection and remittance of a C.O.D. shipment. ALGWW charges must not be included in the C.O.D amount.
- 5) The shipper will also ensure that each piece of a C.O.D. shipment is clearly and durably marked “C.O.D.”
- 6) The following shipments will not be accepted as C.O.D.:
 - A) Shipments requiring advancement of charges
 - B) Shipments with a total C.O.D. amount greater than \$25,000.00.
 - C) Shipments moving C.O.D. will not be accepted on the same bill of lading with cargo, which is not moving C.O.D. Only the cargo covered by a single C.O.D. amount will be accepted on a single bill of lading.

- D) C.O.D. shipments will only be accepted to domestic points.
- E) Any commodity of perishable nature.
- 7) Credit will not be extended on the amount of any C.O.D. No partial delivery of a C.O.D. shipment will be performed unless approved by the shipper.
- 8) The disposition of a refused or unclaimed C.O.D. shipment, including re-consignment to a new consignee at a new address or release of the C.O.D. amount may be arranged as follows:
 - A) Instructions may be placed on the Bill of Lading at the time the shipment is tendered for carriage, OR
 - B) Written order given to ALGWW after the shipment has been received by SERVICE PROVIDER in transit.
- 9) C.O.D. shipments refused or unclaimed will be held subject to storage and if disposition is not arranged within 30 days after such notice has been given to the shipper.
- 10) SERVICE PROVIDER's liability for failure to collect the specified form of payment, collection of an instrument in the wrong amount or failure to deliver the collected instrument to the shipper will be limited to the declared/released value indicated by the shipper on the bill of lading subject to the limitations of and restrictions as stated in this Tariff.

ITEM 360: F.C.C.O.D. (Freight Charges Collect On Delivery) Shipments

- 1) ALGWW reserves the right arrange a shipment as a F.C.C.O.D. if the shipment falls under the following parameters:
 - A) C.O.D.
 - B) Private Residence
 - C) Carriers, Warehouses, Logistics Companies, Trucking Companies, Custom Houses or Brokers
 - D) Household goods and personal effects
 - E) Shipments to Government Agencies not accompanied by a Government Bill of Lading or PS8125 form.
 - F) Airports
 - G) Shipments marked "Section 7" on the Bill of Lading.
 - H) Accounts on credit hold
 - I) Transient locations, including but not limited to, construction sites, circus, tradeshow

ITEM 370: Charges Prepaid or Collect

- 1) Except as otherwise provided, shipments will be "prepaid" by the shipper or billed "collect" to the consignee. The following types of shipments must be prepaid by the shipper:
 - A) Shipments whose commercial value is less than the transportation charges.
 - B) Personal effects, used, not for resale.
 - C) Shipments addressed to a consignee at a transient address, i.e., hotels/motes, conventions, YMCA, circuses, fairs, or carnivals.
 - D) Shipments delivered to Customs.
 - E) Shipments addressed to Canadian or United States government agencies, unless tendered by a government agent presenting the proper government Bill of Lading.
 - F) Shipment destined to construction sites.
 - G) Shipments destined to Post Office boxes.
 - H) Shipments marked "Hold for Pickup".

ITEM 380: Payment of Charges

- 1) Except as provided in the exceptions within this Tariff, all charges are payable at the time of acceptance if the shipment is "prepaid" (a shipment on which all charges are paid by the shipper) or at the time of delivery if the shipment is "collect" (a shipment on which all charges are to be paid by the consignee).
- 2) EXCEPTION: When ALGWW extends credit to the shipper or consignee, credit will be extended for a period of 30 days from the date of billing.
- 3) In the event that payment on credit accounts is past due, ALGWW reserves the following rights:
 - A) Any outstanding invoice, which is unpaid 30 days from the date of billing, may be subject to an additional charge at a rate of 1½ percent per month of the outstanding balance, or the highest rate of interest permitted by applicable law, whichever is greater.
 - B) Any outstanding invoice, which is unpaid 60 days from the date of billing, may be subject to an additional charge at a rate of 1½ percent per month of the outstanding balance, or the highest rate of interest permitted by applicable law, whichever is greater, and may forfeit any and all discount rates, skid rates or spot pricing. ALGWW reserves the right to re-rate all unpaid shipments exceeding 60 days based on ALGWW's Regular Tariff

(RT500) for air freight shipments, or on a zip-code to-zip-code basis using current CZAR LITE non-discounted rates as published by SMC for ground transportation.

- C) In the event ALGWW engages a collection agent and/or attorney to collect unpaid balances, or to enforce any part of the Rules and Regulations Tariff, the shipper, entity requesting service, consignee, Third Party and beneficial owner acknowledge that by entering into any contract, they shall pay all reasonable costs including, but not limited to, professional fees and costs, 25% of the balance due or a flat fee of \$200.00, whichever is greatest, plus costs. It is further stipulated that exclusive jurisdiction shall be before the courts of the State of Illinois, venue shall be proper within the county of DuPage, and the shipper, consignee, entity requesting service, Third Party and beneficial owner acknowledges that performance of any contract was performed within the State of Illinois, all as more fully described at ITEM 640.
- D) ALGWW and SERVICE PROVIDER shall have a lien on any goods shipped for failure to pay for charges payable on account of any shipment pursuant to these Rules and Regulations. ALGWW or SERVICE PROVIDER may refuse to surrender possession of the goods until such charges are paid.

ITEM 390: Establishing Credit

Credit is only established by contacting ALGWW's Credit Department at 888-655-4237

ITEM 400: Credit Terms

The invoice date begins the credit term cycle, and payment is due within 30 days from the invoice date. Failure to keep shipper's account current with ALGWW may result in the account being put on a "cash only" status. This status may impair shipper's ability to use ALGWW service. In the event prompt payment is not made and an account is placed on a "cash only" basis, credit privileges will not be restored until all balances are paid current, including, but not limited to, all costs, fees and expenses incurred by ALGWW in collecting or attempting to collect such balances. ALGWW may decline to restore credit privileges even if all costs, fees, and expenses are paid.

ITEM 410: Liability for Charges

- 1) The shipper, consignee, 3rd party, beneficial owner, and entity requesting services are liable jointly and severally for payment of all sums due to ALGWW related to or accrued on account. ALGWW and SERVICE PROVIDER will have a lien on such cargo or product for sums due and payable. In case of non-payment, ALGWW and SERVICE PROVIDER will have right upon 30 days notice to the shipper and consignee at the address shown on the bill of lading to dispose of the cargo or any part thereof at public or private sale without further notice. ALGWW and SERVICE PROVIDER may pay itself out of the proceeds of that sale.
- 2) Customs penalties, storage charges, or other expenses incurred as a result of an action by Customs or a failure by the shipper or consignee to provide Customs proper documentation to obtain a required license or permit, will be charged to the consignee along with duty and tax, if applicable. However, the shipper, Third Party and all other parties having an ownership interest in the shipment shall be liable for payment in the event of non-payment by the consignee.
- 3) If a consignee from whom reimbursement confirmation is requested refuses to pay the duties and taxes necessary to release the shipment from Customs, ALGWW will contact the shipper, who may elect to pay such amounts. If the shipper refuses to make satisfactory arrangements to reimburse ALGWW, the shipment will be returned to the shipper if allowed by Customs. The shipper will then be held responsible for payment of both the original transportation charges and the return transportation charges. If ALGWW advanced any amounts as duties or taxes at either destination or upon return to origin, the shipper, Third Party and all other parties having an ownership interest in the shipment shall also be liable for such amounts.

ITEM 420: Third Party Billing

Charges for shipments within the United States may only be billed to a Third Party payer in the United States. In choosing this option, the shipper must indicate a special "Bill To" on the air bill, bill of lading, or other shipping documentation and clearly mark the name of the accredited company, hereafter referred to as "Third Party." If the Third Party is billed and does not make payment for the shipment within 30 days, the shipper, consignee, and beneficial owner are jointly and severally liable for and will be billed for all charges and fees. The nonrecourse provisions of Section 7 of the Bill of Lading contract will be null and void on shipments tendered as a 3rd party billing.

ITEM 430: Application of Rates and Charges

- 1) Rates and service quotations will be based upon the information provided by the shipper, but final rates and service may vary based upon the shipment actually tendered.
- 2) Charges will be assessed at the rates effective the day cargo is arranged by ALGWW.
- 3) When two or more rates subject to different minimum quantities are provided on the same commodity from and to the same points, the lower of the two charges specified under points 1 and 2 listed below will apply:
- 4) The charge computed on the quantity shipped at the rate applicable to such quantity.
- 5) The charge computed on the next greater quantity, for which a lower rate is provided at the rate applicable to such greater quantity.
- 6) Spot Quotations: Rate and service quotations by ALGWW employees and agents shall be based upon information provided by the shipper, consignee, or Third Party, and final rates and service may vary if the shipment actually tendered differs in any respect from the information on which the quotations were based.
- 7) Rate Quotations: Rate quotations are based on the shipper, consignee or Third Party's rate Tariff in place at the time quotation is requested and/or on the information provided by the shipper, consignee, or Third Party. However, the actual charges will be based on the rate Tariff in place at the time the shipment is tendered and on the application of the Tariff. ALGWW will not be liable for, nor will any adjustment, refund, or credit of any kind be made as a result of, any change in the shipper, consignee, or Third Party's Tariff between the time the rate quotation is provided and the time the shipment is tendered.

ITEM 440: Charges For Mixed Shipments (Surface Transportation)

- 1) When commodities requiring different rates are packaged together, charges will be assessed on the package at the highest rate or charge applicable to any commodity therein.
- 2) When commodities taking different rates are packaged separately in the same shipment, and the weight of each commodity is declared/released separately, charges will be assessed by applying the rate based on the weight of the entire shipment to the weight of each part of the shipment.
- 3) On shipments weighing less than 100 pounds, by applying the applicable rate per pound to each part of the shipment, subject to the highest applicable minimum charge for the shipments.
- 4) On shipments weighing 100 pounds or more, by applying the applicable rate per 100 pounds based on the weight of the entire shipment to the weight of each part of the shipment.
- 5) On shipments containing pieces subject to rates based on minimum weights, by applying the rate per 100 pounds, based on the weight of the entire shipment applicable to each part of its actual or cubic weight. The minimum weight to be observed for the entire shipment will be the highest minimum weight applicable to any rate used in rating the shipment, any deficit below such minimum weight being assessed at the lowest rate applicable to any part in the shipment.
- 6) Commodities must be specifically indicated on the bill of lading, shipping document, or memorandum.
- 7) For purposes of this rule, transportation charges will be assessed on the actual or cubic dimensional weight; whichever is greater, on each different rated part.

ITEM 450: Charges for Weight (Air Transportation)

- 1) Except as otherwise provided:
 - A) Transportation charges for a shipment will be assessed on the weight of the shipment based on the greater of:
 - 1) The actual weight or;
 - 2) The cubic dimensional weight based on the greatest actual dimensions of height, width, and length of the shipment as outlined below:
 - (a) Cubic dimensional weight will be derived from the total cubic measurement of shipments or parts as provided above based on:
 - (a) Domestic Cargo: one pound for each 194 cubic inches or fraction thereof.
 - (b) International Cargo: one pound for each 166 cubic inches or fraction thereof.
 - 3) In computing charges, fractions of less than half a cent will be omitted and fractions of half a cent or more considered as one cent.
 - 4) Fractions of pounds will be assessed at the charge for the next higher pound.

ITEM 460: Charges For Pieces Greater Than Pallet Dimensions (Air Transportation)

- 1) Dimensions of an aircraft pallet are: Length: 125 Inches, Width: 88 Inches, Height: 58 Inches
- 2) Subject to advance arrangement, ALGWW will arrange for transportation shipments containing pieces measuring greater than the dimensions. When such shipments are tendered to SERVICE PROVIDER for transportation, the charge for transportation will be called a double position. The cost of transportation will be on a quote-per-move basis.
- 3) The following shipments will only be accepted for 747-Freightliner Service Lanes Only:
 - A) The length of any piece is greater than 177 inches
 - B) The width of any piece is greater than 125 inches

ITEM 470: Advancement of Charges

- 1) Upon request, ALGWW will advance charges for transportation, cartage, storage, loading, unpacking, packaging, processing NOT done by SERVICE PROVIDER when sufficient guaranty is given either by the shipper or consignee that such charges will be paid. An additional charge per shipment will be assessed for this service in addition to all other applicable charges.
- 2) ALGWW will not advance charges on any shipment on which prepayment of charge is required, unless the amount has been deposited in cash with ALGWW.

ITEM 480: Fuel and Security Surcharge

Due to extreme fluctuations and changes in the industry, ALGWW reserves the right to assess a fuel or security surcharge on applicable shipments. A current schedule of Fuel Surcharges is available upon request.

ITEM 490: Charges for Declared/Released Value

- 1) The declared/released value is the value of goods as declared/released by the shipper to ALGWW and through ALGWW to the SERVICE PROVIDER. ALGWW, for the value declared/released, may assess a surcharge. It is the responsibility of the shipper to indicate the declared/released value on the Bill of Lading at the time of tender to SERVICE PROVIDER.
- 2) The shipper may declare a value on the entire shipment, or where the shipment consists of more than one piece, the shipper may declare different values on any piece(s) tendered to SERVICE PROVIDER as separately identifiable units by indicating on the Bill of Lading and specifically describing the contents as to the exact commodity (ies), weight(s), and number of pieces.

ITEM 500: Shipper's Interest Insurance

- 1) ALGWW will arrange for Shipper's Interest Insurance, when requested by shipper, provided the shipment is an acceptable commodity. Insurance coverage is based upon the open insurance policy in effect on the date of the shipment. There are exceptions and /or special insuring conditions to the insurance option. The cargo insurance policy is subject to limits, terms and conditions and shall be construed to be a contract directly between the shipper and insurer. ALGWW accepts no responsibility or liability for, and both the shipper and consignee waive, release and discharge ALGWW and SERVICE PROVIDER from shipper's and consignee's failure to comply with the terms and conditions of the Shipper's Interest Insurance policy. Applicable Insurance premiums will apply.
- 2) The amount of insurance requested is the direct responsibility of the party seeking insurance coverage. ALGWW is in no manner responsible for any payments due to an incorrect insurance amount requested. The insurance amount (in whole dollars) should be equal to the value of the shipment (less of replacement cost or sales price) plus insurance, incurred duty and the freight charges, plus 10%. 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. Premium charges for shipper's interest insurance will be calculated per each \$100.00 USD of coverage, subject to a minimum charge. Rates vary depending upon several factors, including mode of transportation, origin, destination, and commodity type. Please contact a customer service representative for a rate quote on shipper's interest coverage.
- 3) In addition to the above, advance arrangements must be made for requested insurance in any amount exceeding \$50,000.00, and in no event will any insurance be accepted in an amount exceeding \$500,000.00. Any amount of insurance requested in excess of the maximum allowed is null and void, and the acceptance by us for carriage of any shipment in excess of the allowed maximum does not constitute a waiver of this maximum.

- 4) If the shipper does not request insurance, or if ALGWW and/or SERVICE PROVIDER does not accept such an insurance request for any reason or if the applicable shipper/consignee does not pay the standard insurance value fees, the shipper or contracting party assumes all risk of loss or damage over and above the standard limits of liability applicable to the shipment.

ITEM 510: U.S. Air Exports to All Countries Excluding Canada

- 1) This section specifically applies to U.S. air exports to all countries excluding Canada. If any part of these Rules and Regulations conflict with this ITEM 510, the provisions of this ITEM 510 shall control.
- 2) Rates and charges provided in this item apply from airport-to-airport, airport-to-door, door-to-airport or door-to-door, as specified.
- 3) For airport-to-door, door-to-airport, or door-to-door service, local pickup/delivery area is defined as the Central Business District of the city. ALGWW shall define the Central Business District.
- 4) Unless otherwise specified, door-to-door rates include local pickup and handling at origin, freight movement, standard customs clearance by ALGWW or SERVICE PROVIDER, and local delivery and handling at destination.
- 5) Door-to-door rates do not include customs duties, tax and fees assessed by local or regulatory agencies, applicable accessorial fees and out-of-pocket expenses. Out-of-pocket expenses include, but are not limited to, expenditures required to effect Customs clearance (i.e. single transaction bond, Australian Trade Gate Fee, or expenses incurred on behalf of the consignee or paying party, such as appointment of a Customs broker to effect Customs clearance), and any additional costs incurred as a result of importation (i.e. shipment selected for Customs examination prior to release, etc.). Door-to-door shipments must be routed to a brokerage operation to perform Customs clearance prior to transportation to final destination.
- 6) The Standard Customs Clearance fee includes preparation of entry and entry summary (rating of one [1] commercial invoice with up to [3] HTS classifications) effecting Customs clearance.
- 7) All charges for duties or taxes are payable within fifteen (15) days.
- 8) Charges for shipments with overall measurements exceeding 166 cubic inches per pound will be assessed on the basis of one pound for each 166 cubic inches or fraction thereof. Cubic measurement will be based on the product of the length multiplied by the width, multiplied by the height of (a) the shipment or (b) each part of a shipment for which SERVICE PROVIDER provides assembly service.

ITEM 520: NVOCC - Ocean Bill of Lading Terms and Conditions

- 1) This section specifically applies to NVOCC Ocean Bill of Lading Terms and Conditions. If any part of these Rules and Regulations conflict with this ITEM 520, the provisions of this ITEM 520 shall control.
- 2) (Definitions) When used in an Ocean Bill of Lading:
 - A) "Ocean Carrier" means the company, which performs sea carriage of Goods, and the vessel, her owner, and demise charterer, whether any of the preceding parties is acting as ocean carrier, non-vessel operating common carrier, or bailee.
 - B) "Inland Carrier" means carriers (other than the Ocean Carrier) by land, water or air, participating in combined transport of the Goods, whether acting as carrier or bailee.
 - C) "Combined Transport" means carriage of the Goods under a Bill of Lading from place of receipt from Merchant to place of delivery to Merchant by the Ocean Carrier plus one or more Inland Carriers.
 - D) "Port-to-Port Transportation" means carriage of the Goods under a Bill of Lading other than combined transport.
 - E) "Merchant" includes the shipper, consignor, consignee, owner, and receiver of the Goods and the holder of the Bill of Lading.
 - F) "Goods" means the cargo described on the face of a Bill of Lading and, if the cargo is packed into container(s) supplied or furnished by or on behalf of the Merchant, include the container(s) as well.
 - G) "Vessel" includes the vessel named on the face of a Bill of Lading and any ship, craft, lighter, barge or other means of transport that is substituted in whole or in part for that vessel.
 - H) "Container" includes any containers (including an open top container) flat rack, platform, trailer, transportable tank, pallet or any other device used for transportation of goods.
 - I) "Laden on Board" or similar words endorsed on a Bill of Lading means that the Goods have been loaded on board the Vessel or are in the custody of the Ocean Carrier, and in the event of Combined Transport if the originating carrier is an Inland Carrier. "On Board" means that the Goods have been loaded on board rail cars or other means of Inland carriage or are in the custody of a participating railroad or other Inland Carrier.
 - J) "Subcontractor" includes stevedores, longshoremen, lighterers, terminal operators, warehousemen, truckers, agents, servants, and any person, firm, corporation or other legal entity which performs services incidental to the carriage of the Goods.
 - K) "United States" or "U.S." means the United States of America.

- 3) (Clause Paramount) (A) Insofar as a Bill of Lading covers carriage of Goods by water, a Bill of Lading shall have effect subject to the provisions of the "Hague Rules", namely the International Conventions for the Unification of Certain Rules Relating to Bills of Lading, dated at Brussels, August 25, 1924, as amended (including, where enacted, the Protocol dated at Brussels, February 23, 1968, known as the Visby Rules), as enacted in the country of shipment. When no such enactment is in force in the country of shipment or is otherwise compulsorily applicable, the Hague Rules as enacted in the country of destination shall apply. When no such enactment is in force in the country of shipment or in the country of destination, or is otherwise compulsorily applicable, the terms of the Hague Rules as enacted by the Convention shall apply. (B) If a Bill of Lading covers Goods moving to or from ports of the United States in foreign trade, then the carriage of such goods shall be subject to the provisions of the United States Carriage of Goods by Sea Act, 1936, 46 U.S.C. P1300-1315 as amended (hereinafter "U.S. COGSA"), the terms of which shall be incorporated herein. The provisions of U.S. COGSA shall (except as otherwise specifically provided in that Bill of Lading) govern throughout the time when the Goods are in the custody of the Ocean Carrier and any other water carrier and as otherwise provided in that Bill of Lading.
- 4) (Law and Jurisdiction) Whenever the Carriage of Goods by Sea Act 1936 (COGSA) of the United States of America applies, that contract is to be governed by United States Law. In all other cases actions against the Carrier may only be instituted in the country where the Carrier has its principal place of business and shall be decided according to the law of such country.
- 5) (Limitation of Liability Statutes) Nothing in any Bill of Lading shall operate to limit or deprive the Ocean Carrier of any statutory protection, exemption from, or limitation of liability authorized by the applicable laws, statutes, or regulations of any country.
- 6) (Sub-Contracting: Exemptions and Immunities of Sub-contractors) (A) The Ocean Carrier shall be entitled to subcontract on any terms the whole or part of the handling storage, or carrier of the Goods and all duties whatsoever undertaken by the Ocean Carrier in relation to the Goods. (B) Merchant warrants that no claim shall be made against any subcontractor (as defined in Article 1 (J), or Subcontractor, of Ocean Carrier, except Inland Carriers where otherwise appropriate, that imposes or attempts to impose upon any of them or any vessel owned or operated by any of them any liability in connection with the Goods, and, if any such claims should nevertheless be made, to indemnify the Ocean Carrier against all consequences of such claims. (C) Without prejudice to the foregoing, it is expressly agreed that every such Subcontractor (and Subcontractor's Subcontractor) shall have the benefit of all provisions in any applicable Bill of Lading for the benefit of the Ocean Carrier as if such provisions were expressly for the Subcontractor's benefit. In entering into any applicable contract the Ocean Carrier, to the extent of those provisions, does so not only on its own behalf but also on behalf of such Subcontractors.
- 7) (Route to Transport) (A) The Goods may, at the Ocean Carrier's absolute discretion, be carried as a single shipment or as several shipments by the Vessel and/or any other means of transport by land, water, or air and by any route whatsoever, whether or not such route is the direct, advertised, or customary route. (B) The Vessel shall have liberty to call and/or stay at any port or place in or out of the direct, advertised, or customary route, once or more often and in any order, and/or to omit calling at any port or place whether scheduled or not. (C) The Vessel shall have liberty, either with or without the Goods on board and either before or after proceeding toward the port of discharge to adjust to compasses and other navigational instruments, make trial trips or tests, dry dock, go to repair yards, shift berths, take on fuel or stores, embark or disembark any person, carry contraband, explosives, munitions, war-like stores and hazardous cargo, sail with or without pilots, tow or be towed, and save or attempt to save life or property. (D) If the Goods in whole or in part are for any reason not carried on the Vessel named in any applicable Bill of Lading, or if loading the Goods is delayed or is likely to detain the Vessel, the Vessel may proceed without carrying or loading the Goods in whole or in part, and notice to merchant of such sailing is hereby waived. Ocean Carrier may forward the Goods under on the next available ship or at Ocean Carrier's option by any other means of transportation, whether by land, water or air. (E) At Ocean Carrier's option and without notice to Merchant, another ship or ships may be substituted for the Vessel named in any applicable Bill of Lading, whether or not the substitute ship is owned or operated by Ocean Carrier or arrives or departs, or is scheduled to arrive or depart, before or after the Vessel named by that Bill of Lading. (F) Any action taken by the Ocean Carrier under this article shall be deemed to be included within the contractual carriage and such action, or delay resulting there from, shall not be considered a deviation. Should the Ocean Carrier be held liable in respect of such action, the Ocean Carrier shall be entitled to the full benefit of all privileges, rights, and immunities contained in any applicable Bill of Lading.
- 8) (Responsibility) (A) Insofar as any applicable Bill of Lading is used for Port-to-Port Transportation of the Goods, the Ocean Carrier shall not be responsible for loss of or damage to the Goods caused before loading or after discharge "Loading" shall be deemed to commence with the hooking on the vessel's tackle, or if not using the vessel's tackle, with the receipt of the Goods on deck or in the hold of (if the Goods are in bulk liquid) in the vessel's permanent pipe connections. "Discharge" shall be deemed to be completed when the Goods have been unhooked from the vessel's tackle or removed from the vessel's deck or passed beyond the vessel's deck or passed beyond the vessel's permanent pipe connections. (B) Insofar as any applicable Bill of Lading is used for combined transport of the Goods, the responsibility of the Ocean Carrier and each Inland Carrier with respect to the Goods shall be limited to the period

when the carrier has custody of the Goods, and no carrier, either Ocean or Inland, shall be responsible for any loss or damage caused while the Goods are not in its custody. Any claim for loss of or damage to the Goods, including loss or damages resulting from delay, should be made against the carrier having custody of the Goods when the loss or damage or delay was caused. (C) If it is established by the Merchant that the Ocean Carrier is responsible for loss of or damage to or in connection with the Goods, such responsibility, subject to the provisions of any applicable Bill of Lading, shall be to the extent following but not further: (1) With respect to loss or damage caused during the period from the time when the Goods arrived at the sea terminal at the port of loading to the time when they left the sea terminal at the port of discharge, or caused during any previous or subsequent period of carriage by sea or waterways, to the extent prescribed by the applicable Hague Rules as provided in Article 2. (2) With respect to loss or damage caused during the handling, storage of the Goods by Ocean Carrier's Subcontractor, to the extent to which such Subcontractor would have been liable to the Merchant if he had made a direct and separate contract with the Merchant in respect of such handling, storage or carriage, provided, however, that if the Ocean Carrier is not authorized under any applicable laws, rules or regulations to undertake such handling, storage, or carriage under its own responsibility, the Ocean Carrier shall only be liable for procuring such handling, storage or carriage. If such handling, storage or carriage occurred in or between points in Europe, or where otherwise applicable, such responsibility shall be governed (a) if by road by the Convention on the Contract for the International Carriage of Goods by Road, dated 19 May, 1956 (CMR); (b) if by rail, by the International Convention Concerning the Carriage of Goods by Rail dated 25 February, 1961 (CIM); (c) if by air, by the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed Warsaw 12 October, 1929, as amended by the Hague Protocol dated 28 September, 1955 (Warsaw Convention);(d) If it is established by the Merchant that an Inland Carrier is responsible for loss of or damage to or in connection with the Goods, such responsibility shall be to the extent, but not further, than the Inland Carrier would have been liable to the Merchant if he had made a direct and separate contract with the Merchant in respect of handling, storage or carriage of the Goods, as applicable. (e) Notwithstanding foregoing Article 7 (A) or 7 (B), the Ocean Carrier does not undertake that the Goods shall arrive at the port of discharge or place of delivery at any particular time or in time to meet any particular market or use, and the Ocean Carrier shall not be responsible for any direct or indirect loss or damage that is caused through delay. (f) If a Bill of Lading is used for Port-to-Port Transportation, the column indicating final destination on the face of that Bill of Lading is solely for the purpose of the Merchant's reference, and the Ocean Carrier's responsibility for the Goods shall in all cases cease at the time of discharge of the Goods at the port of discharge.

- 9) (Liberties) (A) In any situation whatsoever whether or not existing or anticipated before commencement of or during the transport, which in the judgment of the Ocean Carrier (including for the purpose of this Article the Master and any person charged with the transport or safekeeping of the Goods) has given or is likely to give rise to danger, injury, loss, delay, or disadvantage of whatsoever nature to the Vessel, the Ocean Carrier, a vehicle, any person, the Goods or any property, or has rendered or is likely to render it in any way unsafe, impracticable, unlawful, or against the interest of the Ocean Carrier or the Merchant to commence or continue the transport or to discharge the Goods at the port of discharge or to deliver the Goods at the place of delivery by the route and in the manner originally intended by the Ocean Carrier, the Ocean Carrier (1) at the time shall be entitled to unpack the container(s) or otherwise dispose of the Goods in such way as the Ocean Carrier may deem advisable at the risk and expense of the Merchant and/or (2) before the Goods are loaded on the Vessel, a vehicle, or other means of transport at the place of receipt or port of loading, shall be entitled to cancel the contract of carriage without compensation and to require the Merchant to take delivery of the Goods and, upon his failure to do so, to warehouse or place them at any place selected by the Ocean Carrier at the risk and expense of the Merchant and/or (3) if the Goods are at a place awaiting transshipment, shall be entitled to terminate the transport there and to store them at any place selected by the Ocean Carrier at the risk and expense of the Merchant, and/or (4) if the Goods are loaded on the Vessel, a vehicle, or other means of transport whether or not approaching, entering, or attempting to enter the port of discharge or to reach the place of delivery or attempting or commencing to discharge, shall be entitled to discharge the Goods or any part of them at any port or place selected by the Ocean Carrier or to carry them back to the port of loading or place of receipt and there discharge them. Any actions under (3) and (4) above shall constitute complete and final delivery and full performance of this contract, and the Ocean Carrier thereafter shall be free from any responsibility for carriage of the Goods. (B) If, after storage, discharge, or any actions according to subpart (A) above the Ocean Carrier makes arrangements to store and/or forward the Goods, it is agreed that he shall do so only as agent for and at the sole risk and expense of the Merchant without any liability whatsoever in respect of such agency. (B) The Merchant shall reimburse the Ocean Carrier forthwith upon demand for all extra freight charges and expenses incurred for any actions taken according to subpart (A), including delay or expense to the Vessel, and the Ocean Carrier shall have a lien upon the Goods to that extent. (C) The situations referred to in subpart (A) above shall include, but shall not be limited to, those caused by the existence or apprehension of war declared or undeclared, hostilities, riots, civil commotions, or other disturbances closure of, obstacle in, or danger to any port or canal, blockade, prohibition, or restriction on commerce or trading quarantine, sanitary, or other similar regulations or restrictions, strikes, lockouts or other labor troubles whether partial or general and whether or not involving employees of the Ocean Carrier or its Subcontractors, congestion of port,

wharf, sea terminal, or similar place, shortage, absence or obstacles of labor or facilities for loading, discharge, delivery, or other handling of the Goods, epidemics or diseases, bad weather, shallow water, ice, landslip, or other obstacles in navigation or carriage (D) The Ocean Carrier, in addition to all other liberties provided for in this Article, shall have liberty to comply with orders, directions, regulations or suggestions as to navigation or the carriage or handling of the Goods or the Vessel howsoever given, by any actual or purported government or public authority, or by any committee or person having under the terms of any insurance on the Vessel, the right to give such order, direction, regulation, or suggestion. If by reason of and/or in compliance with any such order, direction, regulation, or suggestions, anything is done or is not done the same shall be deemed to be included within the contractual carriage and shall not be a deviation.

- 10) (Description and Particulars of Goods) Any reference on the face of any applicable Bill of Lading to marks, numbers, description, quantity, quality, gauge, weight, measure, nature, kind, value, and any other particulars of the Goods, is as furnished by the Merchant. The Ocean Carrier shall not be responsible for the accuracy of any such reference and is not bound thereby. The Merchant warrants to the Ocean Carrier that the descriptions and particulars furnished by him are correct, and the Merchant shall indemnify the Ocean Carrier against all loss, damage, expenses, liability, penalties and fines arising or resulting from inaccuracy of any description or particular.
- 11) (Use of Container) When the Goods are not already packed into a container at the time of receipt by the Ocean Carrier, the Ocean Carrier shall be at liberty to pack and carry the Goods in any type of container.
- 12) (Ocean Carrier's Container) (A) The Merchant assumes full responsibility for and shall indemnify the Ocean Carrier against any loss of or damage to the Ocean Carrier's containers and other equipment if the loss or damage is caused or occurs while in the possession or control of the Merchant, his agents, or common carriers engaged by or on behalf of the Merchant. (B) The Ocean Carrier shall in no event be liable for, and the Merchant shall indemnify and hold the Ocean Carrier harmless from, any death of or injuries to persons, or loss of or damage to property, caused by the Ocean Carrier's container or its contents while in the possession or control of the Merchant, his agents or common carriers engaged by or on behalf of the Merchant.
- 13) (Container Packed by Merchant) If the cargo received by the Ocean or Inland Carrier is in a container packed by or on behalf of the Merchant. (A) The Bill of Lading shall be prima facie evidence of the receipt only of the number on the face of the Bill of Lading. The condition and particulars of the contents are unknown to the Ocean and Inland Carriers, and the Ocean Carrier accepts no responsibility for the accuracy of the description of condition or particulars. (B) The Merchant warrants (1) that the stowage of the contents of the containers and the closing and sealing of the containers are safe and proper, and (2) that the containers and their contents are suitable for handling and carriage in accordance with the terms of the applicable Bill of Lading, including Article 15. In the event of the Merchant's breach of any of these warranties, the Merchant and not the Ocean Carrier shall be responsible for, and the Merchant shall indemnify and hold Ocean Carrier harmless from, any resulting loss or damage to persons or property (including the Goods) (C) The Merchant shall inspect the container when it is furnished by or on behalf of the Ocean Carrier, and the container shall be deemed to have been accepted by the Merchant as being in sound and suitable condition for the purpose of the transport contracted for in the applicable Bill of Lading, unless the Merchant gives notice to the contrary, in writing, to the Ocean Carrier before the transport. (D) If the container is delivered after transport by the Ocean or Inland Carrier with seals intact, such delivery shall be deemed to be full and complete performance of the Ocean Carrier's obligations under the applicable Bill of Lading, and the Ocean Carrier shall not be liable for any loss of or damage to the contents of the container. (E) The Ocean and Inland Carrier shall have the right to open the container and to inspect its contents without notice to the Merchant, at such time and place as the Ocean or Inland Carrier may deem necessary, and all expenses incurred there from shall be borne by the Merchant. (F) If any seal of the container is broken by customs or other authorities for inspection of its contents, the Ocean Carrier shall not be liable for any resulting loss, damage or expenses.
- 14) (Special Carriage or Container) (A) The Ocean Carrier does not undertake to carry the Goods in refrigerated, heated, insulated, ventilated, or any other special hold or container, nor to carry any special container packed by or on behalf of the Merchant, but the Ocean Carrier will treat such Goods or container only as ordinary goods or dry container, respectively, unless: (1) special arrangements for the carriage of such Goods or container have been agreed to in writing between the Ocean Carrier and the Merchant; (2) such special arrangements are noted on the face of any applicable Bill of Lading; and (3) special freights as required has been paid. The Ocean Carrier shall not be responsible for the function of a special container supplied by or on behalf of the Merchant. (B) The Ocean Carrier shall not be liable for any loss of or damage to Goods in a special hold or container arising from latent defects, breakdown, or stoppage of the refrigeration or heating machinery, insulation, ship's plant, or other such apparatus of the Vessel or container, provided that the Ocean Carrier shall before or at the beginning of the transport exercise due diligence to maintain the special hold or container in an efficient state. (C) If the Goods have been packed into a refrigerated container by the Ocean or Inland Carrier, and the particular temperature range requested by the Merchants is inserted in the Bill of Lading, the Ocean Carrier will set the thermostatic controls within the requested temperature range but does not guarantee the maintenance of such temperature inside the container. (D) If the cargo received by the Ocean or Inland Carrier is in a refrigerated container packed by or on behalf of the Merchant, it is the

- obligation of the Merchant to stow the contents properly and set the thermostatic controls exactly. The Ocean Carrier shall not be liable for any loss of or damage to the Goods arising out of or resulting from the Merchant's failure in such obligation and Ocean Carrier does not guarantee the maintenance of the intended temperature inside the container.
- 15) (Dangerous Goods, Contraband) (A) The Ocean Carrier undertakes to carry Goods of an explosive, inflammable, radioactive, corrosive, damaging, poisonous, or dangerous nature only upon the Ocean Carrier's approval of a written application by the Merchant prior to the carriage of such Goods. Such application must accurately state the name, nature and classification of the Goods, as well as how they are dangerous and the method of rendering them innocuous, together with the full names and addresses of the shipper and the consignee. (B) The Merchant shall undertake that the nature and danger of such Goods is distinctly and permanently marked on the outside of the package or container containing the Goods. (C) Merchant shall submit all documents or certificates required in connection with such Goods by any applicable statute or regulation or by the Ocean Carrier (D) Whenever the Goods are discovered to have been received by the Ocean or Inland Carrier without complying with subparts (A),(B) or (C) above, or the Goods are found to be contraband or prohibited by any law or regulation of any place during the transport, the Ocean Carrier shall be entitled to have such Goods rendered innocuous, thrown overboard, discharged, or otherwise disposed of at the Ocean Carrier's discretion without compensation, and the Merchant shall be liable for and indemnify the Ocean Carrier against any loss, damage or liability, including loss of freight, and any other expenses directly or indirectly arising out of custody or carriage of such Goods. (E) The Ocean Carrier may exercise the right conferred upon it under the preceding subpart whenever it is apprehended that Goods received in compliance with subparts (A), (B) and (C) above has become dangerous, even if not dangerous when received by the Ocean or Inland Carrier. (F) The Ocean Carrier has the right to inspect the contents of any package or container at any time and place without the prior notice to Merchant and at the risk and expense of the Merchant.
- 16) (Stowage Under and on Deck) (A) Goods in containers, vans, trailers, or chassis may be carried under deck or on deck, and when such Goods are carried on deck the Ocean Carrier shall not be required to specially note mark, or stamp any statement of "on deck stowage" on the face of the Bill of Lading, any custom to the contrary notwithstanding. Such on deck carriage shall not be considered a deviation. (B) Goods stowed in poop, forecastle, deck house, shelter deck, passenger space, or any other covered-in-space, or stowed in a container wherever placed, shall be deemed to be stowed under deck for all purposes including general average. (C) Lumber, earth moving equipment and all other Goods customarily or reasonably carried on deck may, at Ocean Carrier's option, be carried on deck without further notice to Merchant and without liability to the Ocean Carrier for the risks inherent in or incident to such carriage. Such on deck carriage shall not be considered a deviation. (D) In respect of Goods not in containers and carried on deck, and stated on the Bill of Lading to be so carried, all risks of loss or damage from perils inherent in or incident to the custody or carriage of such Goods shall be borne by the Merchant and in all other respects the Ocean Carrier shall have the benefit of the provisions of the applicable, version of the Hague Rules (including U.S. COGSA, notwithstanding Section 1301 (c) thereof), and the terms of the applicable Bill of Lading.
- 17) (Live Animals and Plants) With respect to the custody and carriage of live animals and plants, all risks of loss or damage by perils inherent in or incident to such carriage shall be borne by the Merchant, and in all other respects the Ocean Carrier shall have the benefit of the provisions of the applicable version of the Hague Rules (including U.S. COGSA, notwithstanding Section 1301(c) thereof), and the terms of the applicable Bill of Lading.
- 18) (Valuable Goods) The Ocean Carrier shall not be liable to any extent for any loss of or damage to or in connection with precious metals, stones, or chemicals, jewelry, currency, negotiable instruments, securities, writings, documents, works of art, curios, heirlooms, or any other valuable goods, including goods having particular value only for the Merchant, unless the true nature and value of the Goods have been declared in writing by the Merchant before receipt of the Goods by the Ocean or Inland Carrier, the same is inserted on the face of the applicable Bill of Lading and additional freight has been paid as required.
- 19) (Heavy Lift) (A) The weight of a single piece or package exceeding 2,240 lbs. Gross must be declared by the Merchant in writing before receipt by the Ocean or Inland Carrier and must be marked clearly and durably on the outside of the piece or package in letters and figures not less than two inches high. (B) If the Merchant fails in his obligations under the preceding subpart (1) the Ocean Carrier shall not be responsible for any loss of or damage to in connection with the Goods. (2) The Merchant shall be liable for resulting loss of or damage to any person or property, and (3) Merchant shall indemnify the Ocean Carrier against any resulting loss, damage, or liability suffered by the Ocean Carrier.
- 20) (Delivery by Marks) (A) The Ocean Carrier shall not be liable for failure or delaying delivery in accordance with marks, unless such marks have been clearly and durably stamped or marked upon the Goods, package, or container by the Merchant before they are received by the Ocean or Inland Carrier, in letters and numbers not less than two inches high, together with the names of the port of discharge and place of delivery. (B) In no circumstances shall the Ocean Carrier be responsible for delivery in accordance with other than leading marks. (C) The Merchant warrants that the marks on the Goods, packages and containers correspond to the marks shown on the applicable Bill of Lading and also in all respects comply with all laws and regulations in force at the port of discharge or place of delivery. The Merchant shall indemnify the Ocean Carrier against all loss, damage or expenses resulting from inaccuracy or

incompleteness of the marks. (D) Goods that cannot be identified as to marks or numbers, cargo seeping liquid residue and any unclaimed goods not otherwise accounted for may be allocated for the purpose of completing delivery to the various Merchants of Goods of like character in proportion to any apparent shortage, loss of weight or damage.

- 21) (Delivery) (A) The Ocean Carrier shall have the right to deliver the Goods at any time at the Vessels side, customhouse, warehouse, wharf, or any other place designated by the Ocean Carrier, within the geographic limits of the port of discharge or place of delivery shown on the face of the applicable Bill of Lading (B) The Ocean Carrier's responsibility shall cease when the Goods have been delivered to the Merchant Inland Carrier connecting carrier or any other person entitled to receive the Goods on Merchant's behalf at the place designated by the Ocean Carrier Delivery of the Goods to the custody of customs or any other public authority shall constitute final discharge of the Ocean Carrier's responsibility. (C) In case the cargo received by the Ocean Carrier is containers packed by or on behalf of the Merchant (1) The Ocean Carrier shall only be responsible for delivery of the total number of containers received (2) The Ocean Carrier shall not be required to unpack the containers and deliver their contents in accordance with brands, marks, numbers sizes to types of items or pieces (3) At the Ocean Carrier's discretion and upon the Merchant's request in writing to the Ocean Carrier at least 3 days prior to the scheduled date of arrival of the Vessel at the port of discharge containers may be unpacked and their contents delivered by the Ocean Carrier in accordance with the written request. In such a case, if the seal of the containers is intact at the time of unpacking, all the Ocean Carrier's obligations under the applicable Bill of Lading shall be deemed to have been discharged by the Ocean Carrier shall not be responsible for any loss or damage resulting from such delivery and the Merchants shall be liable for an appropriate adjustment of the freight and any additional charges incurred. (D) If the Goods have been packed into a container by the Ocean Carrier it shall unpack the container and deliver its contents, and the Ocean Carrier shall not be required to deliver the Goods in the container. At the Ocean Carrier's discretion and subject to prior arrangement between the Merchant and the Ocean Carrier, the Goods may be delivered to Merchant in the container, in which case if the container is delivered with seals intact all the Ocean Carrier's obligations under the Bill of Lading shall be deemed to have been discharged, and the Ocean Carrier shall not be responsible for any loss or damage to the contents of the container. (E) Optional delivery shall be granted only when arranged prior to the time of receipt of the Goods by Ocean Carrier and if expressly stated on the face of the applicable Bill of Lading. The Merchant desiring to avail himself of the option so expressed must give notice in writing to the Ocean Carrier at the first port of call named in the option at least 48 hours prior to the Vessel's arrival there, otherwise the Goods shall be landed at any of the optional ports at Ocean Carrier's option, and the Ocean Carrier's responsibility shall then cease. (F) Ocean Carrier is not responsible to give notification, in writing or otherwise, either to Merchant or others, of the arrival, discharge, or disposition of Goods, any custom or agreement to the contrary notwithstanding, and notwithstanding any notation on the face of the applicable Bill of Lading, concerning notification or a notify party.
- 22) (On-Carriage and Forwarding) (A) Whether arranged beforehand or not, the Ocean Carrier shall be at liberty without notice to carry the Goods wholly or partly by the named or any other Vessel, craft barge, or other means of transport by water, land or air, whether or not owned or operated by the Ocean Carrier. (B) The Ocean Carrier may under any circumstances whatsoever, discharge the Goods or any part of them at any port or place and stores them afloat or ashore and then forwards them by any means of transport. (C) If the Goods cannot be found at the port of discharge or place of delivery, or if they be miscarried, they, when found, may be forwarded to their intended port of discharge or place of delivery at the Ocean Carrier's expense, but the Ocean Carrier shall not be liable for any loss, damage, delay, or depreciation arising from such forwarding. (D) In case of Port-to-Port Transportation, on-carriage of cargo by the underlying water carrier, or receipt of cargo from ports or inland points not including within the ship's itinerary or the Ocean Carrier's service, is to be at the sole risk and expense of the Merchant, and neither the Ocean Carrier nor its Vessel shall be deemed to be the agent or principal of a prior or subsequent carrier notwithstanding the issuance by the Ocean Carrier of a Bill of Lading, receipt, or other shipping document at a time or place prior to that at which the Goods are received by the Ocean Carrier.
- 23) (Fire) The Ocean Carrier shall not be responsible for any loss of or damage to the Goods arising from fire occurring at any time, even though before loading on or after discharge from the Vessel, unless caused by the actual fault or privity of the Ocean Carrier.
- 24) (Lien) (A) The Ocean Carrier shall have a lien on the Goods, which shall survive delivery, for all freight, dead freight, demurrage, damages, loss, charges, expenses, and any other sums (including costs, customs fees, attorney fees, and other fees for recovering the sums) chargeable to the Merchant under the applicable Bill of Lading and any preliminary contract for custody or carriage of the Goods. Ocean Carrier may foreclose the lien by selling the Goods without notice to the Merchant privately or by public auction. If on sale of the Goods the proceeds fail to cover the amount due and the costs and fees incurred, the Ocean Carrier shall be entitled to recover the deficit from the Merchant. (B) If the Goods are unclaimed during a reasonable time, or whenever in the Ocean Carrier's opinion the Goods will become deteriorated, decayed or worthless, the Ocean Carrier (without responsibility to it) may at its discretion and subject to its lien, sell, abandon, or otherwise dispose of such Goods at the sole risk and expense of the Merchant.

- 25) (Freight and Charges) (A) Freight may be calculated on the basis of the particulars of the Goods furnished by the Merchant, who shall be deemed to have guaranteed to the Ocean Carrier the accuracy of the contents, weight, measure, or value as furnished by him at the time of receipt of the Goods by the Ocean or Inland Carrier, but the Ocean Carrier for the purpose of ascertaining the actual particulars may at any time and at the risk and expense of the Merchant, open the container or package and examine contents, weight, measure and value of the Goods. In case of incorrect declaration of the contents, weight, measure and or value of the Goods, the Merchant shall be liable for and bound to pay to the Ocean Carrier: (1) the balance of freight between the freight charged and that which would have been due had the correct details been given, plus (2) expenses incurred in determining the correct details, plus (3) as liquidated and ascertained damages, an additional sum equal to the correct freight. (B) Full freight to the port of discharge or place of delivery shall be considered as completely earned on receipt of the Goods by the Ocean Carrier, whether the freight be stated or intended to be prepaid or to be collected at destination. The Ocean Carrier shall be entitled to all freight and other charges due, whether actually paid or not and to receive and retain such freight and charges under any circumstances, whether the Vessel and/or the Goods be lost or not, or the voyage be broken up, frustrated, or abandoned at any stage of the entire transit. Full freight shall be paid on damaged or unsound Goods. (C) The Payment of freight and/or charges shall be made in full and in cash without any offset, counter claim, or deduction. Where freight is payable at the port of discharge or place of delivery, such freight and all other charges shall be paid in the currency named in any applicable Bill of Lading, or, at Ocean Carrier's option, in other currency subject to the regulators of the freight conference concerned, if any, or custom at the place of payment. (D) Goods once received by the Ocean Carrier cannot be taken away or disposed of by the Merchant except upon the Ocean Carrier's consent and after payment of full freight and compensation for any loss sustained by the Ocean Carrier through such taking away or disposal. (E) If the Goods are not available when the Vessel is ready to load: (1) The Ocean Carrier is relieved of any obligation to load such Goods and the Vessel may leave the port without further notice. (2) Unless the unavailability arises in the course of combined transport and is caused by the failure of an Inland Carrier to perform its obligations under the applicable Bill of Lading, dead freight shall be paid by the Merchant. (F) The Merchant shall be liable for and shall indemnify the Ocean Carrier against: (1) all dues, duties, taxes, consular fees, and other charges levied on the Goods, and (2) all fines, damages and losses sustained by the Ocean Carrier in connection with Goods, howsoever caused, including the Merchant's failure to comply with laws and regulations of any public authority in connection with the Goods, or failure to procure consular, Board of Health, or other certificates to accompany the Goods. The Merchant shall be liable for return freight and charges on any Goods refused exportation or importation by any public authority. (G) If the Ocean Carrier is of the opinion that the Goods are in need of sorting, inspecting, mending, repairing, or reconditioning, or otherwise require protecting or caring for, the Ocean Carrier at its discretion may, by itself or through Subcontractors, and as agent for the Merchant, carry out such work at the risk and expense of the Merchant. (H) The shipper, consignor, consignee, owner of the Goods and holder of the applicable Bill of Lading shall be jointly and severally liable to the Ocean Carrier for the payment of all freight and charges and for the performance of the obligations of any of them under the applicable Bill of Lading.
- 26) (Notice of Claim and Time for Suit against Ocean Carrier) (A) Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Ocean Carrier at the port of discharge or place of delivery before or at the time of delivery of the Goods or, if the loss or damage is not apparent, within 3 days after delivery, the Goods shall be deemed to have been delivered as described in the applicable Bill of Lading. (B) The Ocean Carrier shall be discharged from all liability in respect of the Goods, including without limitation non-delivery, mis-delivery, delay, loss, or damage, unless suit has been brought within one year after delivery of the Goods or the date when the Goods should have been delivered. Suit shall not be considered to have been "brought" within the time specified unless process shall have been served and jurisdiction obtained over the Ocean Carrier within such time.
- 27) (Limitation of Liability) (A) Subject to subpart (B) below for the purpose of determining the extent of the Ocean Carrier's liability for loss of or damage to the Goods, the Merchant agrees that the value of the Goods is the Merchant's net invoice cost, plus freight and insurance premium, if paid. The Ocean Carrier shall not be liable for any loss or profit or any consequential loss. (B) Insofar as the loss of or damage to or in connection with the Goods was caused during the part of the custody or carriage to which the applicable version of the Hague Rules applies: (1) The Ocean Carrier shall not be liable for loss or damage in an amount exceeding the minimum allowable per package or unit in the applicable version of the Hague Rules, which when U.S. COGSA is applicable is an amount not exceeding U.S. \$500.00 per package or customary freight unit, unless the value (and nature) of Goods higher than this amount has been declared in writing by the Merchant before receipt of the Goods by the Ocean Carrier and inserted on the face of the applicable Bill of Lading and extra freight has been paid as required. If the actual value of the Goods per package or unit exceeds such declared/released value, the value shall nevertheless be deemed to be the declared/released value, and the Ocean Carrier's liability, if any, shall not exceed the declared/released value. Any partial loss or damage shall be adjusted pro rata on the basis of such declared/released value. If the declared/released value has been willfully misstated or is markedly higher than the actual value, the Ocean Carrier shall not be liable to pay any compensation. Where the cargo has been packed into a container unitized into a similar article of transport by or on behalf of the Merchant, it is expressly agreed the number of such containers or similar

articles of transport shown on the face of the applicable Bill of Lading shall be considered as the number of the packages or units for the purpose of the application of the limitation of liability provided for in this Article.

- 28) (General Average: New Jason Clause) (A) General average shall be adjusted, stated and settled at any port or place as the Ocean Carrier's option and according to the York-Antwerp Rules, 1994 and as to matters not provided for by these Rules, according to the laws and usages of the port or place of adjustment and in the currency selected by the Ocean Carrier. The adjusters appointed by the Ocean Carrier shall prepare the general average statement. Average agreement or bond and such cash deposit as the Ocean Carrier may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon and any other additional securities as the Ocean carrier may require shall be furnished by the Merchant to the Ocean Carrier before delivery of the Goods. (B) In the event of accident, danger, damage, or disaster before or after commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not for which or for the consequence of which the Ocean Carrier isn't responsible by statute, contract, or otherwise, the Goods and the Merchant shall jointly and severally contribute with the Ocean Carrier in general average to the payment of any sacrifices, loss, or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the Goods. If a salvage ship is owned or operated by the Ocean Carrier, salvage shall be paid for as fully and in the same manner as if such salvaging ship belonged to strangers.
- 29) (Both to Blame Collision) If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect, or default of the Master, mariner, pilot, or servants of the owner of the Vessel in the navigation or in the management of the Vessel, the Merchant shall indemnify the Ocean Carrier against all loss or liability which might be incurred directly or indirectly to the other or noncarrying ship or her owners insofar as such loss or liability represents loss of or damage to his Goods or any claim whatsoever of the Merchant paid or payable by the other or non-carrying ship or her owners to be Merchant and set-off, recouped, or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying Vessel or its owner. The foregoing provisions shall also apply where the owners, operators, or those in charge of any ship or ships or objects other than, or in addition to the colliding ships or objects are at fault in respect of a collision contact stranding or other accident.
- 30) (Carriage of Metal Products, Lumber, Cotton) (A) The term "apparent good order and condition" when used in applicable Bill of Lading does not mean: (1) with reference to iron, steel, or metal products, that the Goods when received were free from visible rust or moisture. (2) with reference to lumber, timber, plywood, or other wood products, that the Goods when received were free from visible stains, discoloration, moisture, shakes, holes, chaffed, breakage or splitting. If the Merchant so requests, a substitute Bill of Lading will be issued setting forth any notations as to the foregoing that may appear on the mate's or tally clerk's receipts or similar document. (B) Description of the condition of cotton cargo does not relate to the sufficiency or not or condition of the covering nor to any damage, resulting there from. Ocean Carrier shall not be responsible for any such damage.
- 31) (Grain) Discharge of grain received by the Ocean Carrier in bulk may be in port, on barges, and or lighters, or elsewhere, using or not using elevators, and such discharge shall constitute a sufficient delivery by the Carrier. Thereafter said grain shall be at the risk and expense of the Merchant.
- 32) (Intermodal Transportation) (A) The Bill of Lading may be issued for Intermodal Transportation in any country. When so issued as between the Merchant and an Inland Carrier custody and carriage of the Goods by the Inland Carrier are subject to the relevant laws, regulations, Tariffs and Bill of Lading are available from the Ocean or Inland Carrier upon request. (B) Claims by the Merchant against an Inland Carrier for loss or damage shall be given and suit commenced as provided in the Inland Carrier's applicable Bill of Lading.

ITEM 530: General Claims Liability

- 1) In absence of a greater declared/released value noted of the Bill of Lading at the time of tender, the limits of liability set forth herein shall prevail as the maximum liability assumed in connection with a shipment.
- 2) If International shipping, all rules relating to liability as established by the Warsaw Convention or Montreal Convention shall apply, except as otherwise provided in these Rules and Regulations, if not governed by the Warsaw Convention, the Warsaw convention as amended by the Hauge Rules, the Warsaw Convention as amended by Montreal Protocol 4, the Montreal Convention or any other international treaties, laws, other government statutes or regulations, orders or requirements, maximum liability for loss, damage, delay, shortage, misdelivery, or non-delivery shall be 19 SDR's per kilogram of the lost or damaged portion of the shipment, or the actual cash value of the loss, whichever is less, unless a higher value for carriage is declared and an additional charge is paid for such declaration.
- 3) It is agreed and understood that if the shipper desires to declare a value in excess of the limits of liability herein, the shipper must declare the excess value in writing on the Bill of Lading at the time of tender and pay any supplemental charges for excess value requested.
- 4) It is agreed and understood that SERVICE PROVIDER's maximum liability for a shipment shall not exceed \$50,000 per shipment, inclusive of transportation cost, unless approved in writing, in advance of shipment tender, by ALGWW's Director of Risk Management; provided it is specifically understood that as an arranger of transportation ALGWW has no liability in this regard whatsoever.
- 5) The declared/released value of any shipment represents the maximum liability in connection with a shipment, including, but not limited to, any loss, damage, delay, misdelivery, non-delivery, misinformation, any failure to provide information, or misdelivery of information relating to a shipment. The shipper assumes exposure to and risk of any loss in excess of the declared/released value. Shipper may transfer the risk to an insurance carrier of Shipper's choice through the purchase of an insurance policy. Contact an insurance agent or broker if Shipper desires insurance coverage.
- 6) When Shipper's Interest Insurance is requested, the amount of insurance requested represents the maximum liability in connection with a shipment, including, but not limited to, any loss, damage, delay, misdelivery, non-delivery, misinformation, any failure to provide information, or misdelivery of information relating to a shipment. It is the shipper's responsibility to prove actual damages. The shipper assumes exposure to and risk of any loss in excess of the amount of insurance requested.
- 7) In any event resulting in a freight claim, the minimum liability is \$50.00 per shipment or the actual cost value of the shipment, whichever is less, inclusive of transportation cost.

ITEM 540: Limits of Liability -Domestic
Intra-United States Shipments
Ground Transportation
Freight Class Requested on Bill of Lading

For ground transportation with both an origin and destination in the United States, where a freight class is annotated on the bill of lading at time of tender, SERVICE PROVIDER's liability shall be limited to the value per Class or commodity specific values as outlined below, unless the shipper declares a higher value and pays a supplemental charge. If the rate base charged to the customer is a FAK rate, liability will default to the lowest FAK class rates billed. In no event shall liability be greater than the amount of loss or damage. The value per Class or commodity specific values is provided below:

Class	Maximum Liability per Pound
50	\$0.75
55	\$1.50
60	\$2.25
65	\$3.50
70	\$5.50
77.5	\$7.25
85	\$11.00
92.5	\$14.75
100 & Higher	\$15.00

ITEM 550: Limits of Liability - Domestic
Intra-United States Shipments
Ground Transportation
No Freight Class Indicated on Bill of Lading

- 1) For ground transportation with both an origin and destination in the United States, where a freight class is NOT annotated on the bill of lading at time of tender, or the shipment is quoted based on a spot quote (space available), SERVICE PROVIDER's liability shall be limited to FAK class rate 50 as outlined in Item 540, unless the shipper declares a higher value and pays a supplemental charge. In no event shall liability be greater than the amount of loss or damage.
- 2) SERVICE PROVIDER's liability for loss/damage/destruction of an Interplant Move will be limited to \$1.00 per pound. An Interplant Move is a shipment by a company from one of its facilities to one or more of its other facilities or facilities or divisions or subsidiaries of any items that are not manufactured or distributed by the company as part of its normal business operations. Facilities of a company include, but are not limited to, its offices, warehouses, distribution centers or manufacturing facilities.

ITEM 560: Limits of Liability - Domestic
Intra-United States Shipments
Ground Transportation
Shipments Accompanied by a PS8125 Form

For ground transportation with both an origin and destination in the United States, where a the shipment is accompanied by a PS8125 form, SERVICE PROVIDER's liability shall be limited to \$0.86 per pound, unless the shipper declares a higher value and pays a supplemental charge. In no event shall liability be greater than the amount of loss or damage.

ITEM 570: Limits of Liability - Domestic
Intra-United States Shipments
Expedited Transportation

For expedited transportation with both an origin and destination in the United States, SERVICE PROVIDER's liability shall be limited to \$0.50 per pound, unless the shipper declares a higher value and pays a supplemental charge. In no event shall liability be greater than the amount of loss or damage.

ITEM 580: Limits of Liability - International
Between Canada and United States and Intra-Canada Shipments
Ground Transportation

For ground transportation from Canada to the United States, from the United States to Canada or both an origin and destination in Canada, SERVICE PROVIDER's liability shall be limited to \$2.00 Canadian per pound, unless the shipper declares a higher value and pays a supplemental charge. In no event shall liability be greater than the amount of loss or damage.

ITEM 590: Limits of Liability - International
Between Mexico and United States and Intra-Mexico Shipments
Ground Transportation

- 1) For ground transportation from Mexico to the United States, from the United States to Mexico, or both an origin and destination in Mexico, SERVICE PROVIDER's liability shall be limited to \$0.50 per pound. In no event shall liability be greater than the amount of loss or damage.
- 2) SERVICE PROVIDER assumes no liability on Mexico portion of the transportation on shipments of fresh fruits, plants, flowers, hazardous materials or corrosive chemical. These commodities are transported at the shipper's risk.

ITEM 600: Limits of Liability - International
Between United States and All Countries, Import and Export
Air Transportation

For air transportation from United States to All Countries, and from All Countries to United States, SERVICE PROVIDER's liability shall be limited to \$13.15 per pound, unless the shipper declares a higher value and pays a supplemental charge. In no event shall liability be greater than the amount of loss or damage.

ITEM 610: Limits of Liability - International
Between United States and All Countries, Import and Export
Ocean Transportation

- 1) The terms of the NVOCC bill of lading as provided in ITEM 520 shall control, and in the event there is a conflict between the terms of ITEM 520 and these Rules and Regulations, the terms of ITEM 520 will control.
- 2) For ocean transportation from United States to All Countries, and from All Countries to United States, SERVICE PROVIDER's liability shall be limited to \$500.00 per package, or in a case of goods not shipped in packages, per customary freight unit, unless the shipper declares a higher value and pays a supplemental charge. Shipments of goods packed in steamship containers will be limited to \$500.00 for the contents of the entire container if they state, i.e., "one 40' container of xxx" or similar qualification. Bills of Lading must state the number and type of packaging if the cargo owner desires to recover the full value of the goods shipped, up to \$500.00 per package or customary freight unit. In no event shall liability be greater than the amount of loss or damage.

ITEM 620: Claims Procedures

- 1) All overcharge claims, must be submitted in writing to ALGWW within 180 days following the date of acceptance of the freight for transportation. ALGWW hold no liability for overcharge claims applicable to shipments whose transportation charges were not paid within 30 days of invoice date.
- 2) Reporting of Claims: With respect to any and all incidents of claims, the following shall strictly apply. Failure to abide by the following procedures will result in declination of a claim:
 - A) Annotations of damage and/or loss on the delivery receipt DOES NOT qualify as notice. A written notice of an intent to file a loss and/or damage claim must be filed within the time limits below.
 - B) Obvious damage and/or loss as annotated on the delivery receipt must be reported within 30 calendar days following delivery.
 - C) Concealed damage and/or loss (not annotated on delivery receipt) must be reported within 10 calendar days following delivery, or if perishables, verbally within 48 hours.
 - D) Shipments lost in their entirety must be reported within 30 calendar days of the date of shipment.
- 3) A request for proof of delivery does not constitute the filing of a claim. Moreover, documents not constituting claims include, but are not limited to, bad order reports, appraisal reports of damage, delivery receipts, inspection reports issued by shipper or its inspection agency and notations of shortages or damages or both on freight bills, delivery receipts or other documents.
- 4) All goods must be retained for inspection at the delivery site for 15 days following notification of damage and/or loss. The goods must be retained in the original shipping container and all materials used in packing the cargo for transportation must be held for inspection. If inspection has not been performed within 15 days of notification, or a written waiver for inspection has been issued, privilege to perform such inspection is forfeited. While awaiting inspection, the consignee must hold the shipping container and its contents in the same location and condition they were in when the damage and/or loss was discovered. Failure to abide by these procedures will result in claim denial.
- 5) All formal claims for cargo loss and/or damage must be submitted in writing using a Standard Form of Presentation of Loss and Damage Claims and must be received within 270 days after the date of acceptance of the shipment (ship date). Your claim must include complete shipper and consignee information, as well as the tracking number (i.e., pro #, air bill #, invoice #), date of shipment, total weight and applicable weight of the damaged or lost portion of the shipment, total number of pieces and applicable number of pieces damaged and/or lost. Documentation supporting the claim must include a cost invoice for the original shipment, estimates or invoices for repair or a statement as to why repairs can not be made, and may include purchase orders, expense statements, appraisals or other records. These documents must be verifiable to our satisfaction. The filing of a lawsuit does not constitute compliance with these provisions. Failure to abide by these procedures will result in denial of a claim. It is the responsibility of the claimant to obtain and complete a Standard Form of Presentation of Loss and Damage Claims.

- 6) A Standard Form for Presentation for Loss and Damage Claims will be provided to the claimant, in a manner of customer service, but will only be sent to the claimant upon written request. It is agreed and understood that it is not ALGWW or SERVICE PROVIDER's responsibility or obligation to provide this document to the claimant.
- 7) A claim will NOT be entertained unless all transportation charges have been satisfied in full and all supporting documentation required to process a cargo claim has been provided. The claimant is strictly prohibited from deducting any claimed amount against transportation charges.
- 8) Only one claim can be filed in connection with a shipment. Payment issued to the claimant and upon depositing will confirm the depositor's acceptance of a full, final and complete compromise and settlement of any and all past, present and future claims arising or which may arise in connection with the claim. It is further agreed by the depositor that in the event of any Third Party claim, the depositor will defend and resolve such claim at its own cost and expense.
- 9) ALGWW or SERVICE PROVIDER shall have all rights, title to, and interest in a shipment provided that the tendered payment to the claimant equals the full value of the shipment.
- 10) Upon request of the claimant on the formal claim documentation, reimburse the applicable portion of the paid transportation charges based on the following:
 - A) If a shipment is beyond repair or lost, in its entirety, ALGWW or SERVICE PROVIDER will reimburse the respective transportation charges in full.
 - B) If a shipment sustains partial damage and is beyond repair or is a partial loss, ALGWW or SERVICE PROVIDER will reimburse the applicable pro-rated portion of the transportation charges based on the pro-rated weight of the pieces actually damaged and/or lost.
 - C) No allowance for freight charges will be made for concealed loss and/or damage claims.
- 11) If a shipment is lost in its entirety, SERVICE PROVIDER's maximum liability will not exceed the lesser of:
 - A) The limit of liability applicable to the shipment
 - B) The amount of repair
 - C) The depreciated value
 - D) The actual cost value of the shipment
- 12) If a shipment sustains obvious partial loss and/or damage, SERVICE PROVIDER's maximum liability will not exceed the lesser of:
 - A) The applicable pro-rated liability per piece affected
 - B) The amount of repair
 - C) The depreciated value
 - D) The actual cost value of the shipment
- 13) If a shipment sustains obvious partial loss and/or damage, and the shipper has indicated the declared/released value per piece, as outlined in ITEM 490, SERVICE PROVIDER's maximum liability will not exceed the lesser of:
 - A) The indicated declared/released value of the piece affected
 - B) The amount of repair
 - C) The depreciated value
 - D) The actual cost value of the shipment
- 14) For concealed loss or damage claims, liability will be no greater than 33% of the SERVICE PROVIDER's liability. No allowance for freight charges will be made for concealed loss and/or damage claims.
- 15) It is agreed and understood that the value of the shipment solely applies to the product or commodity being transported. Special crates, cases, boxing, packaging, and parts thereof are for the sole purpose of protecting the cargo, therefore will be exempt from any freight claim.
- 16) Undeliverable shipments subject to storage, the SERVICE PROVIDER's maximum liability will default to \$0.10 per pound, or fraction thereof, regardless of any stated or declared/released value on the original shipping documents.
- 17) Regardless of mode of transit, SERVICE PROVIDER's liability for loss/damage/destruction on "other than new" commodities will be a maximum of \$0.50 per pound, regardless of declared/released value or insured value for exports. This provision will apply on ALL commodities "other than new". For the purposes of this provision, commodities, which have been rebuilt, reconditioned, remanufactured or refurbished, will be considered as "other than new". Articles received with a value exceeding \$0.50 per pound will be considered to have been released by the shipper at \$0.50 per pound. Failure of the shipper to declare the commodity as "other than new" will not alter the application of this rule.
- 18) Regardless of mode of transit, SERVICE PROVIDER's liability for loss/damage/destruction of property being returned to the original shipper, which was not initially transported by SERVICE PROVIDER from the original shipper, will be limited to lost freight only and SERVICE PROVIDER will not be responsible for damages.
- 19) Regardless of mode of transit, SERVICE PROVIDER's liability for loss/damage/destruction of property bought over the Internet from parties, including, but not limited to individuals, eBay, Amazon and others, which is not new merchandise, will be subject to a maximum liability of \$.0.50 per pound. Articles received with a value exceeding \$0.50 per pound will be considered to have been released by the shipper at \$0.50 per pound.

- 20) Regardless of mode of transit, SERVICE PROVIDER will not be liable for loss or damage claims returned to the shipper, regardless of mode of transit, which was initially transported from the original shipper and delivered without exception, when not given an opportunity to inspect prior to return, will be limited to lost freight only and not be responsible for damages.
- 21) Regardless of mode of transit, corrected bills of lading or letters of authority to change or add valuations received after tender of the shipment shall not be accepted.
- 22) When performing a cross dock service on behalf of a customer to load, or unload containers for prior or subsequent movement with a water carrier, SERVICE PROVIDER's liability shall be limited to \$0.50 per pound or actual loss, whichever is less.
- 23) SERVICE PROVIDER's Liability for loss/damage/destruction of surf boards, kayaks, auto parts, scooters or motorized vehicles shall be limited to \$2.00 per pound.
- 24) FAILURE OF THE CLAIMANT TO FOLLOW THE PROVISIONS IN THE MANNER AS INSTRUCTED ABOVE AND WITHIN THESE RULES AND REGULATIONS WILL RESULT IN CLAIM DENIAL OF ANY CLAIM PRESENTED.

ITEM 630: Liability Not Assumed

- 1) ALGWW and SERVICE PROVIDER will not be liable for, nor will any adjustment, refund or credit of any kind be given as a result of, any loss, delay, misdelivery, non-delivery, misinformation or failure to provide information caused by or resulting in whole or in part from:
 - A) The act, default, or omission of any person or entity, including those of any local, state, or federal government agencies.
 - B) The nature of the shipment, including any defect, characteristic or inherent vice of the shipment.
 - C) The violation of these Rules and Regulations, as amended or supplemented, including, but not limited to, the improper or insufficient packing, securing, marking and addressing of a shipment, or failure to give notices in a manner and time prescribed.
 - D) Loss, damage, delay, or other result caused by any circumstance beyond the control of ALGWW and/or SERVICE PROVIDER, including, but not limited to, perils of air, public enemies, acts of terrorism, public authorities acting with actual or apparent authority, acting or actual authority on the premises, authority of law, quarantine, riots, mechanical delay of aircraft, vehicles or other equipment, local disputes, civil commotion, hazards incident to a state of war, local or national weather conditions (as determined by SERVICE PROVIDER), national or local disruptions in air or ground transportation (as determined by SERVICE PROVIDER), strikes or anticipated strikes (of any entity, including, but not limited to, ALGWW and SERVICE PROVIDER, vendors or suppliers), natural disasters (earthquakes, floods, and hurricanes are examples of natural disasters), conditions that present a danger to ALGWW and SERVICE PROVIDER personnel, and disruption or failure of communication and information systems (including, but not limited to, ALGWW and SERVICE PROVIDER systems).
 - E) Compliance with oral or written delivery instructions from the sender, recipient, or persons claiming to represent the shipper or recipient.
 - F) Damage or loss of articles packaged and sealed by the sender or by person(s) acting at the sender's direction, provided the seal is unbroken at the time of delivery, the package retains its basic integrity, and the recipient accepts the shipment without noting damage or loss on the delivery record.
 - G) Erasure of data from or the loss or irretrievability of data stored on magnetic or photographic images or soundtracks from exposed film.
 - H) Inability to provide a copy of the delivery record or a copy of the signature obtained at delivery.
 - I) Failure to notify the shipper, consignee, or third parties of any delay, loss or damage in connection with a shipment or any inaccuracy in such notice.
 - J) Damage to the crate, case, boxing, packaging, briefcases, luggage, garment bags, aluminum cases, plastic cases, and parts thereof. These are for the sole purpose of protecting the cargo and will not be subject to a freight claim.
 - K) The shipper's failure to provide accurate delivery address information.
 - L) Provision of advice, assistance, or guidance on the appropriate packaging of shipments.
 - M) Loss or damage to any package for which SERVICE PROVIDER has no record of receipt.
 - N) Hazardous or Dangerous Goods shipments that the shipper did not properly declare, including proper documentation, markings, labels, and packaging. No claim will be paid for undeclared/hidden Hazardous or Dangerous Goods.
 - O) Any shipment containing a prohibited article
 - P) Loss or damage to shipments accepted under Special or Restricted conditions, unless all of the requirements have been met.

- Q) Indirect, consequential, special or exemplary or incidental damages, whether or not ALGWW or SERVICE PROVIDER had knowledge that such damages might be incurred, including, but not limited to, loss of profits, income, utility, wages, interest, loss of market, or loss of warranty.
- R) Loss or damage to articles of extraordinary value, when shipped as personal effects consisting of wearing apparel, cosmetics, toilet articles and articles worn by an individual, used, not for resale.
- S) Loss or damage caused by or to liquids, inherently fragile items, and perishable articles enclosed in or shipped as personal effects.
- T) Loss or damage claims relating to a shipment if any of the contents of the shipment or the packing materials were discarded before inspection.
- U) Loss or damage claims relating to a shipment if the inspector is not permitted to inspect the shipment at the actual delivery site. If the shipment or any part of it has been moved from the point of delivery or if any of the damaged product has been repaired or altered before inspection.
- V) Loss or damage claims relating to a shipment where the weight of the product(s) exceeds the limitations of the shipping carton.
- W) Loss or damage claims relating to a shipment where evidence reveals the damage was visible, yet the delivery receipt was signed "Free and Clear" (without damage or loss noted on the delivery record) by the recipient.
- X) Loss or damage claims relating to a shipment where evidence indicates improper packaging.
- Y) Loss or damage claims relating to a shipment in which evidence reveals damage incurred by the product was inconsistent with the damage sustained by the shipping carton.
- Z) Loss or damage claims relating to shipments in which the description of contents, pieces, or weight differs from the claim being filed.
- AA) Loss or damage claims relating to a shipment if the inspection reveals there was no damage to the goods and only the packing material.

ITEM 640: Limitations of Legal Actions

- 1) The right to damages under any cause of action arising from services pursuant to these Rules and Regulations shall be extinguished unless action is brought within two years of the date service was completed or the date on which the service should have been completed.
- 2) The right to damages under any cause of action arising from services pursuant to the Rules and Regulations of ALGWW shall be extinguished unless the claimant has complied with all applicable notice periods in these Rules and Regulations.
- 3) Shipper, consignee, Third Party, entity requesting services, and beneficial owner, inter alia, acknowledge that by utilizing and benefiting from this Tariff, including but not limited to the tender of a shipment to which this tariff applies or the receipt for a shipment constitutes entering into a contract with a material nexus so that they have sufficient contacts with the State of Illinois to vest jurisdiction therein and hereby forever waive any objection to exclusive Illinois jurisdiction, agree thereby to proper venue within DuPage County, Illinois, agree to be subject to the jurisdiction of the State of Illinois, waive any right to a trial by jury, and agree not to raise, and hereby waive, any defense based on venue, lack of personal or subject matter jurisdiction or sufficiency of service or process; provided further, that in the event such jurisdiction and venue is contested unsuccessfully, they and each of them shall indemnify (inclusive of attorney fees and costs) and hold ALGWW and SERVICE PROVIDER harmless from all costs incurred.
- 4) Each dispute shall be decided on an individual basis and will not be consolidated in any action with the disputes or claims of other parties. Parties agree by the implementation and use of this Tariff not to sue as a class plaintiff or class representatives, join a class as members, or participate as adverse parties in any way in a class lawsuit with respect to any dispute or claim relating to the Rules and Regulations or the services provided.
- 5) These Rules and Regulations, procedures and respective obligations of the parties will inure to their respective successors and assigns.