

## CONDITIONS OF CONTRACT

1. Carriage is subject to the rates and rules set forth in the most recent GFE Rules and Regulations Tariff, which is available for inspection and incorporated into this contract by reference.
2. In tendering the shipment for carriage, the shipper warrants that the shipment is packaged to protect the enclosed goods and to insure safe transportation with ordinary care in handling, and that each package is appropriately labeled, and is in good order for carriage specified. Shipper also warrants that the commodity description is explicit and accurate.
3. Transportation of the shipment is subject to availability of equipment and space therein, GFE shall have the right to (i) alternate Carriers or other means of transportation; and (ii) select routing deviate from that shown on the face hereof. GFE will perform services in accordance with current published Service Guide.
4. For COD shipments, the amount of the COD must be inserted in the COD portion of the GFE waybill. The forwarder will under no circumstances be responsible for the form of payment by consignee unless specifically requested otherwise, in writing, by shipper. GFE will not be liable for any fraudulent certified or cashiers checks. Applicable charges for handling a COD shipment will be billed.
5. The shipper, the consignee and the third party, if applicable, shall be liable, jointly and severally, (i) for all unpaid charges payable on account of a shipment pursuant to this contract, including the cost of collection, and (ii) to pay or indemnify GFE for all claims, fines, penalties, damages, cost or sums which may be incurred by GFE by reason of any violation of this contract or any other default.
6. All shipments may, at GFE option, be opened and inspected.

## CARRIER'S LIABILITY

7. In consideration of GFE rate for the transportation of any shipment which is in part dependent upon the declared value of this shipment, GFE liability of any kind whatsoever shall be the lesser of:
  - a. The actual value of the goods lost or damaged, or
  - b. \$0.50 per pound (where no value is declared) multiplied by:
    - i. The number of pounds of the shipment, or,
    - ii. In the case of a partial loss or damage the average weight of the part lost or damaged from the total shipment.
  - c. With a declared value:
    - i. The declared value of the shipment, or,
    - ii. In the case of a partial loss or damage the average declared value per pound of the shipment which is lost or damaged, unless the shipper declares different values on the pieces which are tendered to GFE as separate identifiable units by so indicating on the airbill and specifically and completely describing the contents thereof as to the articles, weights, and number of pieces.
8. Shipper may declare a higher value on the entire shipment, in which case an additional transportation charge as set forth in the Rate Tariff shall be required. For shipments where the Declared Value is \$50,000 or greater.
9. As to the shipment herein described, GFE shall not be liable for any loss or damage thereto or delay caused by an act of God, the public enemy, or authority of law, the act or default of the shipper, the inherent nature or vice of the shipment, compliance or noncompliance with delivery or special instructions.
10. GFE shall not be liable for special or consequential damages of any kind.
11. The liability of GFE will be that of a warehouseman if the shipments is not picked up by the consignee within 48 hours after notice of its arrival is given to the consignee. In such event, GFE will hold the shipment subject to storage charges with the right to sell the shipment at public or private sale not less than 30 days after having given written notice thereof to the shipper. GFE will pay itself out of the net proceeds of the sale for all charges due it and remit the balance to the shipper.
12. As conditions precedent to recovery, (i) claims for loss or damage must be filed in writing with GFE 180 days after the acceptance of the shipment by GFE and (ii) claims for overcharges or duplicate billings must be filed in writing with GFE within 180 days after the date of acceptance of the shipment by the consignee. No claim for loss or damage will be entertained until all transportation charges have been paid. All claims must be filed by the billable party of the freight charges.
13. As a condition precedent to recovery any claim for damage or loss, GFE shall have the privilege to inspect the container(s) and contents within 15 days after receipt of notice. In the case of a clear receipt a written notification must be received, within 12 days after delivery to the consignee, by: GFE, 8800 N.E. Underground Dr. Kansas City, MO 64161 Fax# (816) 455-6538.
14. GFE shall not be liable unless an action is brought within (1) one year after the date written notice is given to the claimant that GFE has disallowed the claim in whole or part.
15. International air carriage is subject to the rules relating to the liability established by the convention for the Unification of Certain Rules relating to the International Carriage by Air, signed at Warsaw, October 12, 1929.
16. Surface transportation of cargo is subject to applicable DOT regulations.