



Air Land & Sea Express, Inc.

TERMS AND CONDITIONS OF SERVICE

These Terms and Conditions of Service are effective **September 10, 2014** and are subject to change without notice. These Terms and Conditions supersede and replace all previous Terms and Conditions published by Air Land & Sea Express, Inc.

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The following TERMS AND CONDITIONS OF SERVICE shall apply to all services performed by Air Land & Sea Express, Inc. and shall be binding on all customers, shippers, consignees, and third parties to or for whom Air Land & Sea Express, Inc. provide services, as specified further in Section 3 below.

1. DEFINITIONS

On this waybill;

"ALS," " we," "our" and "us" refers to Air, Land & Sea Express, Inc. and its respective employees.

"You" and "your" refer to the exporter, importer, consignor, shipper, merchant, consignee, owner of the goods, holder of this waybill and its/their employees, principals and agents.

"Waybill" means a non-Negotiable Waybill, Bill of Lading, Delivery Receipt or similar shipping document used to identify shipments tendered to ALS for transportation.

The word "goods" shall include articles of every kind and description, including their packaging, containers or other shipping units or materials, tendered to us for transportation or described or identified on the face of this waybill.

The words "custodial carrier" shall refer to any carrier, including, but not limited to, airlines or motor carriers that physically handle and/or transport the goods identified in this waybill.

2. AGREEMENT TO TERMS

By giving us your shipment, you agree, regardless of whether you sign the front of the waybill for yourself and/or as agent for and on behalf of any other person having an interest in this shipment, to all terms on this waybill and any applicable tariff, copies of which are available upon request. Our waybill is NON-NEGOTIABLE, and you acknowledge that it has been prepared by you or by us on your behalf. You warrant that you are the owner of the goods transported hereunder, or the authorized agent of the owner of the goods. These terms will supersede any verbal warranties from any employee, agent or third party representing ALS.

3. SCOPE

ALS undertakes to procure the services necessary to effect the entire transport of the cargo from the place where the goods are first accepted for carriage, to the place where the goods are to be delivered, as indicated on the face of the waybill. We are responsible for the goods from the time they are received by us, or our custodial carrier, until they are made available for you to take delivery, and our liability, if any, shall be determined in accordance with the provisions of Sections 13, 14, 15 and 16.

Air Land & Sea Express, Inc. provides services in accordance with our respective capacities set forth below:

- Air Land & Sea Express, Inc. is a domestic (U.S.) and international air freight forwarder providing services as an indirect air carrier, including the issuance of house air waybills for individual shipments, assembly, consolidation and arrangement of transportation of goods via direct air carriers, pursuant to exemptions at 49 U.S.C. §§ 13531 and 13506(8).
- Air Land & Sea Express, Inc. is also a broker of surface freight and provides ground transportation services via motor carriers contracted by ALS. (MC#633372)
- Air Land & Sea Express, Inc. additionally is a sales agent for a non-vessel operating common carrier (NVOCC), providing international carriage of goods by sea.

4. SUBCONTRACTING AND CONSOLIDATION

We shall be entitled to subcontract on any terms the whole or any part of the handling, storage or carriage of the goods and any and all duties whatsoever undertaken by us in relation to this waybill. We shall be entitled to consolidate the goods with other cargo and to procure the performance of the whole or any part of the carriage by contracting with any person for the movement of a consolidated shipment that includes the whole or any part of the goods. Our servants, agents and subcontractors, including, but not limited to; warehousemen, motor truck carriers and indirect air carriers (hereinafter subcontractor(s)), shall have the benefit of each and every provision of this waybill as if such provisions were expressly for their benefit. We issue this waybill not only on our own behalf and for our own benefit, but also on behalf of and for the benefit of our subcontractor(s) to the fullest extent permitted by law applicable to "Himalaya Clauses."

5. YOUR OBLIGATIONS AND ACKNOWLEDGMENTS

(a) You warrant that the goods are packaged adequately to protect them and to ensure safe transportation with ordinary care in handling. You warrant that each package is appropriately labeled and is in good order and condition (except as noted) for the carriage specified in this waybill. You warrant that the goods are in compliance with all applicable governmental regulations. We shall have no liability for damage to or loss of uncrated, unprotected or improperly packaged goods.

(b) You warrant that each article in the shipment is properly described on this waybill and is acceptable for transport by us. You warrant that you marked and addressed the shipment properly to ensure safe transportation with ordinary care in handling. You hereby

acknowledge that we may abandon and/or release any item consigned by you to us that we have declared to be unacceptable, including, but not limited to, items listed in Sections 11, 19 and 23 of this waybill that require prior approval for tender, or any item that you have undervalued for Customs' purposes, or misdescribed on this waybill, whether intentionally or otherwise, without incurring any liability whatsoever to you.

(c) You agree that you will be liable for all costs and expenses related to the shipment and for costs incurred in either returning the shipment to you or the warehousing of the shipment, pending final disposition. You are responsible for all charges, including but not limited to, transportation charges, duties, Customs assessments, governmental penalties and fines, taxes, and our attorneys' fees and legal costs related to this shipment. You shall retain full liability for the accuracy of information transmitted to us about the particulars of the goods being tendered for carriage, including but not limited to, piece count, weight, dimension, and nature of the goods.

(d) You represent and warrant that you shall timely submit all documentation and information required for the transportation, importation and/or exportation of the goods.

(e) You agree to defend, hold harmless and fully indemnify us against any and all claims, suits, losses, costs, damages (including damages or loss of the goods) or liabilities of any kind whatsoever arising from any breach of your obligations or warranties under this waybill.

6. RIGHT OF INSPECTION OF SHIPMENT

We have the right, but not the obligation, to inspect any shipment, including, without limitation, opening the shipment. This right of inspection is also extended the custodial carrier, Government officials, and personnel authorized by the government to inspect shipments.

INSPECTION OF AIR SHIPMENTS: In accordance with TSA regulations all shipments transported on aircraft are subject to inspection or being searched by ALS, its agents, government officials or other authorized personnel to ensure the security and safety of any aircraft and its passengers. If you do not consent to the search or inspection of your cargo it cannot be offered for transport or be transported on any aircraft.

7. FULL FREIGHT EARNED, LIABILITY FOR CHARGES AND LIEN ON ALL SHIPMENTS

(a) Full freight charges to the destination airport or point of delivery under the waybill shall be completely earned upon receipt of the goods by us, whether or not the freight charges are stated on the front side of this waybill, or intended to be prepaid, or collected at the destination, and whether or not the goods are damaged, lost or delayed.

(b) You shall be liable, jointly and severally, for all unpaid charges payable on account of goods shipped pursuant to this waybill as well as for any of our expenses, including attorneys' fees, in connection with claims, or legal proceedings brought by us for collection of charges due to us and/or legal proceedings brought by you, or any third party claiming to have or having the right to possess the goods. All charges shall be paid to us in full without offset, counterclaim or deduction, in the currency specified in our applicable tariff, or if no currency is so specified, in the lawful currency of the United States or, at our option, an equivalent sum in the currency of the place of payment determined at the New York exchange demand rate in effect at the time the goods are delivered. All charges are due within 30 days of the date of the invoice, unless otherwise agreed upon in writing. A service charge of 1½ %, or the maximum allowable by law, per month will be charged on all past due charges exceeding 30 days.

(c) We shall have a general lien on any and all shipments in our possession for all monies due and payable, including, but not limited to, lien costs, collection costs, all freight charges, customs duties and advances or other charges of any kind arising out of any services we provide.

8. FINAL DISPOSITION

In the event of the failure or inability of the consignee to take delivery of the shipment, we will notify you in writing at the address shown on the waybill and request disposition instructions. If you fail to provide final disposition instructions within 30 days after the date of notification, we will dispose of the shipment at private or public auction and pay out of the net proceeds of the sale for charges due us and remit the balance to the shipper. You, the consignee and any third party, if applicable, remain jointly and severally liable for any deficiency.

9. SUBSTITUTION OF ROUTE, MODE OR EQUIPMENT

You hereby authorize us to choose a custodial carrier or other company to transport this shipment, and our obligation is limited to delivery of your shipment to any such company. Transportation of the shipment is subject to availability of equipment and the available space therein. We shall have the right to (i) substitute alternative custodial carriers or other means of transportation and (ii) select the routing or deviate from that shown on the face hereof.

10. RIGHT OF REJECTION

We reserve the right to reject a shipment (i) when such shipment, in our judgment, would be likely to cause delay, damage or injury to other shipments, equipment or personnel; (ii) the shipment is prohibited by law; or (iii) the shipment would violate any terms of this waybill. (iiii) Some commodities require prior approval for tender, refer to Section 23 for commodities requiring prior approval for tender.

11. DANGEROUS GOODS AND HAZARDOUS MATERIALS

Dangerous goods and hazardous materials ARE NOT ACCEPTABLE FOR TRANSPORT unless otherwise agreed to in writing, in advance of tender. You agree that you will not tender DANGEROUS GOODS AND HAZARDOUS MATERIALS to us, including but not limited to cargo that is explosive, flammable, radioactive, caustic, corrosive, poisonous, toxic, under pressure or in any way of a dangerous nature. YOU AGREE TO DEFEND, HOLD HARMLESS AND FULLY INDEMNIFY US AGAINST ANY AND ALL CLAIMS, SUITS, LOSS, DAMAGE OR LIABILITY OF ANY KIND WHATSOEVER RELATING TO THE TENDER OF DANGEROUS GOODS AND HAZARDOUS MATERIALS.

12. INSURANCE

Subject to Sections 13, 14, 15 and 16 of this waybill, limiting our liability, we will make reasonable efforts to effect cargo insurance upon the goods covering the period of transit under this waybill only after specific written instructions have been received by us in sufficient time prior to the shipment. We do not undertake or warrant that such insurance can or will be placed. If we are able to effect insurance, it will be placed with one or more insurance companies or other underwriters selected by us. Any insurance so placed shall be governed by the insurance policy issued and shall be effective only when accepted by such insurance companies or underwriters. Should an insurer dispute its liability or fail to pay a claim for any reason, you shall have recourse against the insurer only and we shall not have any responsibility or liability therefore, notwithstanding that the premium upon the policy may not be charged at the same rate as that charged or paid to us by you, or that the shipment was insured under a policy issued in our name. Insurance premiums, which may include our charges for arranging the same, shall be at your expense. You must file a claim as soon as is practical after discovery of a loss, with consideration and compliance to the requirements of the insurer selected for this waybill. Submit your claim with supporting documentation to us for transmittal to the insurer. A copy of the applicable policy is available for review upon written request.

13. LIMITATIONS ON LIABILITY, U.S. DOMESTIC SHIPMENTS

In consideration of the service level or rates offered, you agree that we will only be liable for damage, loss or delay resulting from our negligence or fault and that our liability is limited to the lesser of the following: (i) the value of the goods actually damaged, lost, or delayed; (ii) U.S. \$100.00 per shipment; or (iii) in the case of a declared value, the declared value of the goods actually damaged, lost or delayed. In all cases shipments with a declared or insured value in excess of \$5,000.00 requires advanced authorization and an insurance certificate issued, (trip certificate), in the name of the insured must be prepared by Air, Land & Sea Express, Inc. and you must receive a copy for insurance to be effective, and only when received by the insured will the policy be considered "active."

14. LIMITATIONS ON LIABILITY, INTERNATIONAL SHIPMENTS GOVERNED BY THE WARSAW CONVENTION

If the carriage involves an ultimate destination or stop in a country other than the country of departure, the "Warsaw Convention" may be applicable. The "Warsaw Convention" means the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw 12 October 1929, or that Convention as amended at The Hague, 28 September 1955, or that Convention as amended by the Montreal Protocol No. 4 (1975), whichever may be mandatorily applicable to the shipment. The Warsaw Convention governs and limits our liability in respect of loss, damage or delay to cargo to 17 Special Drawing Rights per kilo, unless a higher value is declared in advance by the shipper and a supplementary charge is paid to us.

15. LIMITATIONS ON LIABILITY, INTERNATIONAL SHIPMENTS BEFORE OR AFTER "TRANSPORT BY AIR"

Subject to the provisions of Section 14 above, if the shipment is international in character, but the Warsaw Convention is not mandatorily applicable by force of law, our liability is limited to the lesser of the following: (i) the value of the goods actually damaged, lost or delayed; (ii) U.S. \$0.50 per pound (where no value is declared) multiplied by the number of pounds that are actually damaged, lost or delayed, but not less than U.S. \$50.00 per shipment; or (iii) in the case of a declared value, the declared value of the goods actually damaged, lost or delayed, but not less than U.S. \$50.00 per shipment, for loss, damage or delay before or after "the transport by air."

16. LIMITATIONS ON LIABILITY, SHIPMENTS BY OCEAN

ALS Shipments, if all or any part of the shipment tendered to us is carried by water over any part of said route, such water carriage shall be performed subject to the terms and provisions and limitations of liability specified by the “Carriage of Goods By Sea Act” and any other pertinent laws applicable to water carriers. The shipper or their agent hereby authorizes ALS, in their name and on their behalf, to prepare any export documents, sign and accept any documents relating to said shipment and forward this shipment in accordance with the conditions of carriage and the tariffs of ocean carriers employed. You shall indemnify us in respect to any claims of a general average nature which may be made on ALS and shall provide security as may be required by us in this connection. Goods and/or containers shall contribute and participate in general average whether carried on or under deck. The sole responsibility of ALS hereunder is to use reasonable care in the selection of carriers, forwarders, agents and others to whom it may entrust the shipment.

17. LIABILITIES NOT ASSUMED

(a) . WE WILL NOT BE LIABLE for your acts or omissions, including, but not limited to, improper or insufficient packing, securing, marking or addressing; for your violation of any terms of this waybill; for loss or damage to articles not acceptable for transport or prohibited items; or for loss, damage or delay caused by events we cannot control, including, but not limited to, electrical or magnetic injury, erasure, acts of God, perils of the air, weather conditions, mechanical delay of vehicles, acts of public enemies, acts of assailing thieves, war, strikes, civil commotion or acts of public authorities with actual or apparent authority, authority of law, quarantine, riots, strikes, labor disputes and commotions or hazards or dangers incident to a state of war, or noncompliance with delivery or special instructions.

(b) WE WILL NOT BE LIABLE for delays in pick-up, transportation or delivery of any shipment, regardless of the cause of such delay.

(c) WE WILL NOT BE LIABLE in any event for any special, incidental, punitive or consequential damages including, but not limited to loss of profits, income, utility, interest or loss of market, whether or not we had knowledge that such damage might be incurred.

(d) WE WILL NOT BE LIABLE in any event for damage to electronic or photographic images or recordings or data in any form.

18. FILING A CLAIM

(a) It is your responsibility to note in writing any damage or exception to the goods at the time of delivery. Receipt by the person entitled to delivery of the goods without a complaint to us in writing is prima facie evidence that the goods have been delivered in good order and condition and in accordance with all terms and conditions of this waybill.

(b) With respect to U.S. domestic shipments and international shipments to which the Warsaw Convention is not mandatorily applicable by force of law, the person entitled to delivery must make a complaint to us in writing, including photographs of any damage, in the case (i) of visible damage to the goods, immediately after the discovery of damage and at the latest within 3 days from the receipt of the goods; (ii) of damage to the goods within 3 days from the date of receipt of the goods; (iii) of delay, within 3 days of the date the goods are placed at his disposal; or (iv) of non-delivery of the goods within 60 days from the date of the issue of the Waybill.

(b) With respect to international shipments governed by the Warsaw convention, the person entitled to delivery must make a complaint to us in writing, including photographs of any damage, in the case (i) of visible damage to the goods, immediately after the discovery of damage and at the latest within 14 days from the receipt of the goods; (ii) of damage to the goods within 7 days from the date of receipt of the goods; (iii) of delay, within 21 days of the date the goods are placed at his disposal; or (iv) of non-delivery of the goods within 60 days from the date of the issue of the Waybill.

19. MATERIAL NOT ACCEPTABLE FOR TRANSPORT

Unless otherwise agreed in advance and in writing, we will not provide transportation for certain goods. See Section 23 for a list of goods currently requiring prior approval for tender, this list does not limit in any way our general right of rejection for any shipment.

20. TIME FOR SUIT

Except for claims arising under the Warsaw Convention (see Section 14 of this waybill), we shall be discharged of all liability unless suit is brought in the proper forum within one year after the delivery of the goods or the date that the goods should have been delivered. In the event that a one year time period shall be found contrary to any law that is mandatorily or compulsorily applicable, the period that is mandatorily or compulsorily applicable shall apply.

21. CONSTRUCTION OF TERMS AND VENUE

Unless otherwise agreed to, in writing, by us, any legal proceeding against us shall be exclusively brought by you, your assigns or subrogates in the United States District Court, Eastern District, State of Missouri.

22. INVALID PROVISIONS

If any provision of this waybill, or any other terms and conditions incorporated by reference, are determined to be invalid or unenforceable, the remainder of this waybill shall not be affected thereby.

23. SHIPMENTS REQUIRING PRIOR APPROVAL FOR TENDER

Unless otherwise expressly accepted in writing, and subject to any conditions or restrictions contained therein, the following articles will not be accepted for carriage:

<ul style="list-style-type: none"> • Any shipment prohibited by law • Antiques • Architectural Models • Artwork (paintings crated in wood, sculptures, ceramics, statues, etc.) • Bagged goods • Bank notes • Bonds • Bulbs (electrical) • Bulk commodities • Cement • coins of any kind • Costumes and costume jewelry • Corpses, cremated or Disinterred remains • Currency • Currency equivalentents • Fertilizer • Fine arts • Firearms • Fish meal • Fresh fruits • Fresh vegetables • Furs and fur-trimmed articles • Fur clothing • Gems or precious stones (cut or uncut) • Glass, glassware, mirrors and glass tubes • Gold or silver • Hazardous Waste Materials • Household goods and / or personal effects, • Human remains of any kind; • Industrial diamonds • Jewelry • live animals; • live plants; • Marble • Money, currency, bonds, Bills of Exchange, Deeds, Promissory Notes, Negotiable Securities and Stock Certificates • Musical stringed instruments, namely: Violins, Violas, Cellos, Bass Violins, Guitars, Mandolins or Banjos. • Negotiable securities • Nuclear fuels • Original Film Products • Original wearing apparel designs • Original manuscripts or electronic media, of which no other copy exists. • one-of-a-kind articles or models; • Pearls • Perishables including, but not limited to: Fresh Fruits, Vegetables or perishable foods, cut flowers, nursery stock or plants . 	<ul style="list-style-type: none"> • Plasma or LCD screen monitors and prints of lithographs when total declared value of the shipment exceeds \$500.00 and such other articles provided in governing tariffs and / or service guide • Poisons. • Porcelain • Postage, trading or revenue stamps, stamp collections and coin collections. • Precious metals • Prototypes • Radio Tubes • Shipments improperly packaged. • Shipments containing alcohol and/or tobacco, except when to be delivered to licensed dealers. • Shipments from packaging companies (e.g. Mailboxes, etc.) • Shipments consigned "To Order Of" or "To Order-Notify" or "P.O. Box" or to Post Offices. • Shipments not expressly covered by these rules, or which would be likely to cause damage to other shipments, equipment, crew or passengers, the carriage of which is prohibited by law. • Shipments from unknown shippers for movement on Passenger aircraft. • Shipments of an inherent nature or defect, which indicates to us that such transportation, could not be furnished by us without loss of or damage to the shipment. Shipments requiring a DOT poison gas, or poison inhalation hazard or poison label or an IATA toxic label. • Shipments requiring a DOT "Etiologic Agent" or an IATA "Infectious Substance" label. • Shipments requiring a DOT explosive A or B, or IATA Explosives 1.1, 1.2, 1.3, 1.4F or 1.5 label. • Shipments which require that we obtain a federal, state or local license for their transportation if we have elected not to comply with such license requirements. • Shipments prohibited by U.S. Federal or State, or foreign countries governing laws, rules and regulations either at origin or destination. • Television Tubes • Time sensitive written material (such as: contract bids; proposals; when the declared value exceeds \$0.50 per pound) • Used Merchandise • Used furniture or household goods uncrated or unwrapped. • Valuable papers • Valuable Rugs (i.e. oriental rugs, Persian rugs), • Watches, clocks, and chronograph
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24. PACKING AND MARKING REQUIREMENTS

- A.** Shipments must be prepared or packed to insure safe transportation with ordinary care in handling.
- B.** Any article susceptible to damage by ordinary handling must be adequately protected by proper packing and must be marked or bear appropriate labels.
- C.** Any article susceptible to damage as a result of any condition which may be encountered in transportation, such as high vibration or high or low temperature variations, high or low atmospheric pressure variations, must be adequately protected by proper packing and any other necessary measures.
- D.** Each piece must be legibly and durably marked with the name and address of the shipper and consignee. When a container is used repetitively, all old labels, tags markings, etc. must be removed.
- E.** Pieces with a floor bearing weight in excess of 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. Such skid or base must be furnished by the shipper and included in the gross weight of the piece.
- F.** Shipments of artwork, original paintings, drawings, etchings, water color paintings, oil paintings and sculptures of any kind, must be packed in wood crates of at least 1/4 inch (.64 centimeters) thickness which completely surround the article being shipped and must be clearly marked as to the nature of the contents.
- G.** Shipments must not exceed the dimensions of the pallet or other packing device utilized.