



**ALLSTATES WORLDCARGO, LLC**  
**TERMS AND CONDITIONS OF SERVICE**

These Terms and Conditions of Service are Effective February 1st, 2021 and are subject to change without notice. These Terms and Conditions supersede and replace all previous Terms and Conditions published by Allstates WorldCargo, LLC.

**CORPORATE HEADQUARTERS**  
135 West Central Boulevard, Suite 840  
Orlando, FL 32801  
Tel. 407-633-7123  
[www.allstates-worldcargo.com](http://www.allstates-worldcargo.com)

The following Terms and Conditions of Service shall apply to all transportation, distribution and related services provided or arranged by ALLSTATES WORLDCARGO, LLC, GTD LOGISTICS, LLC and ALLSTATES LOGISTICS, LLC. These Terms and Conditions of Service cannot be changed or modified without the written consent of an authorized executive of ALLSTATES WORLDCARGO, LLC. If there is any conflict or inconsistency between these Terms and Conditions of Service and any other written contract or service agreement, these Terms and Conditions Service contained herein shall control.

ALLSTATES WORLDCARGO, LLC  
TERMS AND CONDITIONS OF SERVICE

**APPLICATION AND SCOPE OF SERVICES**

These Terms and Conditions of Service apply to all transportation, distribution, warehousing and related services provided in interstate and intrastate commerce to, from or within the United States (and its territories), Canada, and Mexico and/or other foreign or international commerce by ALLSTATES WORLDCARGO, LLC, GTD LOGISTICS, LLC and ALLSTATES LOGISTICS, LLC in accordance with their respective capacities set forth below:

- **ALLSTATES WORLDCARGO, LLC** 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).
- **ALLSTATES WORLDCARGO, LLC** is a duly registered as a surface freight forwarder with the Federal Motor Carrier Safety Administration (FMCSA) under U.S. DOT No. 2971842, Docket No. FF-3220, to provide ground transportation services via motor carriers selected by ALLSTATES WORLDCARGO, LLC
- **ALLSTATES LOGISTICS, LLC** is an Ocean Transportation Intermediary (OTI) duly licensed as a non-vessel operating common carrier (NVOCC) and ocean freight forwarder with the Federal Maritime Commission under License No. 015364.
- **GTD LOGISTICS, LLC** is registered with the FMCSA as a transportation property broker under U.S. DOT No. 2226136, Docket No. MC-379298, to arrange for the transportation of freight by motor carriers in interstate and foreign commerce.

**DEFINITIONS**

As used herein the words “**AWC,**” “**our,**” “**we,**” and “**us**” shall refer collectively to **ALLSTATES WORLDCARGO, LLC, GTD LOGISTICS, LLC** and **ALLSTATES LOGISTICS, LLC** and their respective employees and agents.

As used herein the words “**you**” or “**yours**” shall refer to the shipper, consignee and/or our customer.

As used herein “**Carrier**” shall mean a third-party person or entity duly licensed and authorized to provide transportation services that is engaged by AWC to provide transportation services on behalf of AWC’s customers, shipper or consignees.

As used herein references to “**pound(s)**” shall be converted to applicable metric weight for International Shipments, as applicable.

As used hearing the words “**Waybill**” or “**Bill of Lading**” shall refer to AWC’s Waybill or other Bill of Lading accepted by AWC.

ALLSTATES WORLDCARGO, LLC  
TERMS AND CONDITIONS OF SERVICE

**GENERAL TERMS OF SERVICE**

1. **ADVANCEMENT OF CHARGES**
  - A. Upon request, we will advance charges for transportation, cartage, storage, loading, unloading, unpacking, packing, and processing, not performed by us.
  - B. For each Advancement of Charges, a service fee of \$1.00 per \$100.00 of the advance charge, or fraction thereof may be assessed, subject to a minimum advancement fee of \$5.00.
2. **APPLICATION OF CHARGES**
  - A. Except as otherwise provided for herein, transportation charges for a shipment will be assessed on the gross weight of the shipment based on the greater of:
    1. The actual weight, or
    2. The cubic dimensional weight determined in accordance with Paragraphs (E) and (F) of this rule.
  - B. Charges will be assessed on the basis of the service shown on the Waybill at the rates in effect on the day of acceptance of the shipment.
  - C. In computing charges, fractions of less than one-half cent will be omitted and fractions of one-half cent or more will be considered as one cent.
  - D. Fractions of pounds will be assessed at the charge for the next higher pound. Fractions of kilograms will be rounded up to the next half kilogram.
  - E. Charges for domestic shipments with overall measurements exceeding 194 cubic inches will be assessed on the basis of one pound per 194 cubic inches or fraction thereof. Cubic measurements will be based on the length, times width, times height of each piece in the shipment.
  - F. Charges for international shipments with overall measurements exceeding 166 cubic inches will be assessed on the basis of one pound per 166 cubic inches or fraction thereof.
  - G. All rates and fees are subject to change without notice.
3. **CHARGES – PREPAID, COLLECT, THIRD-PARTY**
  - A. Freight Payment Terms. Shipments will be accepted either with the charges to be prepaid by the shipper or to be collected from the consignee. Upon request from the shipper or consignee, the charges will be billed to a third party; provided, however, if the third party should fail or refuse to make payment for any reason, liability for payment shall revert to the shipper or consignee, whichever requested third party billing. At all times, the shipper and consignee shall be jointly and severally liable for all unpaid charges payable on account of a shipment.
  - B. Billing Change Fee. All requests for changes in type of billing after delivery must be accompanied by a guarantee in writing of payment by the new payer and a fee of \$10.00 per revision may be assessed. Revisions will not be allowed when a reduction in the original rates occurs as a result of the change.
4. **C.O.D. SHIPMENTS**
  - A. C.O.D. SERVICE - AWC will provide C.O.D. (Collect on Delivery) service only for shipments moving within the United States subject to the following conditions:
    1. Shipper must identify the shipment as a C.O.D. shipment by entering the amount to be collected in the shipper's C.O.D. box on the face of the waybill.
    2. The letters C.O.D. must be legibly and durably marked on each piece of a C.O.D. shipment by the shipper.
    3. Shipper must specify the type of payment to be collected (i.e. cash, money order, certified check, cashier's check, customer/personal check, etc.) in the special services area on the face of the waybill.
    4. AWC will collect the financial instrument specified by the shipper or, in the absence of such specification, will collect a company check if the shipment is directed to a business, or a personal check if the shipment is directed to an individual. AWC neither guarantees

ALLSTATES WORLDCARGO, LLC  
TERMS AND CONDITIONS OF SERVICE

the validity of the collected financial instrument, nor is AWC liable for any loss, damage or other adversity arising from its collection of C.O.D. funds on behalf of the shipper.

5. The shipper's C.O.D. amount will not be considered as the Declared Value for Carriage.

- B. C.O.D. FEES - The fee for C.O.D. service is 3% of the C.O.D. amount to be collected, subject to a \$10.00 minimum charge.
- C. SERVICE AREAS WHERE C.O.D. SERVICES ARE NOT AVAILABLE - We will not provide C.O.D. service on the following types of shipments:
  - 1. Shipments requiring prepayment or guarantee of transportation charges.
  - 2. Shipments on which the C.O.D. amount is greater than \$25,000.00.
  - 3. If the C.O.D. amount is less than the transportation charges and C.O.D. fee.
  - 4. Shipments moving via Same Day Service.
  - 5. Shipments of perishable commodities.
  - 6. Shipments to or from points outside the United States.

5. CLAIMS PROCEDURE

A. CARGO LOSS OR DAMAGE CLAIMS

- 1. General Filing Requirements. Claims for cargo loss or damage must be filed, in writing, with AWC's Claims Department at Corporate Office or through AWC's website at <http://www.allstates-worldcargo.com/file-a-claim> , as a condition precedent to recovery, within the time limits set forth herein, otherwise the claim will be denied and AWC shall have no liability for such claim and no further action may be brought against AWC. No cargo claims with respect to a shipment, any part of which is received by the consignee, will be entertained until all transportation charges have been paid. The claimant shall not deduct or offset the amount of a claim from monies owed AWC.
- 2. Air Shipments. Cargo claims involving or relating to domestic and international air shipments must be filed in writing with AWC within the following time periods:
  - a) Claims for damage or shortage shall be filed no later than twenty (20) days after the date of delivery.
  - b) Claims for delay shall be filed no later than twenty-one (21) days from the date of delivery.
  - c) Claims for non-delivery of the shipment shall be filed no later than one hundred twenty (120) days from the date the shipment was accepted by AWC.
- 3. Ground Shipments. Cargo claims involving or relating to ground shipments, except shipments that are exempt pursuant to 49 USC §§ 13531(b) and 13506(a)(8) and which are considered air shipments, shall be filed within nine (9) months from the date of delivery of the shipment or, in the case of non-delivery, within 9 months after a reasonable time for delivery has elapsed (not to exceed 15 days beyond the estimated delivery date).
- 4. Concealed Damage. If the consignee receives and accepts a shipment without noting any shortage or damage on the delivery receipt, delivery manifest, or other proof of delivery document (i.e., a "clear delivery receipt"), it will be presumed that the package was delivered in good order and condition and any loss or damage reported thereafter shall be considered concealed damage. All claims for concealed damage must be reported to us within seventy-two (72) hours from the date of delivery and a written claim must be filed within thirty (30) days from the date of delivery, otherwise your claim will be declined; provided, however, Customer shall have thirty (30) days to report and file concealed damage claims on shipments subject to a declared value. For us to process any concealed damage claim, you must make the contents, original container(s), shipping cartons and packing material available to AWC and/or such other underlying carrier for inspection. Failure of AWC and/or such other underlying carrier to inspect will not be considered a waiver of AWC's rights.

ALLSTATES WORLDCARGO, LLC  
TERMS AND CONDITIONS OF SERVICE

5. Limitation Period. Any lawsuit, civil action, or other proceedings to recover a cargo loss or damage claim, provided a written claim is timely filed with AWC, must be filed within the time limits set forth below:

- a) Air Shipments. Lawsuits, civil actions, or other proceedings to recover cargo loss or damage against AWC relating to an air shipment (domestic or international), shall be commenced no later than two years from the date of delivery, or from the date on which the shipment ought to have been delivered, or from the date on which the carriage is stopped. In the event such an action is not brought within the time limits prescribed herein, such action will be time-barred, any rights to damages shall be extinguished and AWC shall have no liability for such claim.
- b) Ground Shipments. Lawsuits, civil actions or other proceedings to recovery cargo loss or damage against AWC relating to any ground shipment shall be commenced no later than two years and one day from the date when AWC gives written notice that the claim (or any part or parts of the claim) has been disallowed or declined. In the event such an action is not brought within the time limits prescribed herein, such action will be time-barred, any rights to damages shall be extinguished and AWC shall have no liability for such claim.

**B. CLAIMS RELATING TO GOODS IN WAREHOUSE STORAGE**

- 1. Filing Requirements. Claims by Customer and all other persons relating to Goods in warehouse storage must be presented in writing to AWC within a reasonable time, and in no event longer than either 21 days after delivery of the Goods by AWC or 21 days after Customer of record or the last known holder of a negotiable warehouse receipt is notified by AWC that loss or injury to part or all of the Goods has occurred, whichever time is shorter.
- 2. Limitation Period. No action may be maintained by the Customer or others against AWC for loss or injury to the Goods stored in a warehouse unless timely written claim has been presented to AWC within 21 days as provided in the preceding section and unless such action is commenced either within ninety (90) days after date of delivery by AWC or within ninety (90) days after Customer of record or the last known holder of a negotiable warehouse receipt is notified that loss or injury to part or all of the Goods has occurred, whichever time is shorter.
- 3. Notice to Customer. AWC may give Customer notice of a known loss or injury to the Goods by email, fax, registered mail, or certified mail to the Customer of record or to the last known holder of a negotiable warehouse receipt. Time limitations for presentation of a claim in writing and maintaining of action after notice begin on the date of emailing, faxing, or mailing of such notice by AWC.

**C. CLAIMS FOR OVERCHARGES AND OTHER BILLING DISPUTES**

- 1. Claims Filing. Claims for overcharges, refunds, duplicate payments, or other billing disputes (collectively "overcharge claims") must be filed with AWC, in writing, within 180 days from the date of delivery of the shipment that is the subject of the claim, otherwise such claims shall be deemed waived. Customers are responsible for all reasonable costs incurred by AWC in connection with investigating any overcharge claim.
- 2. Limitation Period. Lawsuits, civil actions, or other proceedings against AWC to recover overcharge claims must be filed within eighteen (18) months from the date of delivery the shipment that is the subject of the claim, provided a timely written claim was filed with AWC prior to the commencement of such action. In the event such an action is not brought within the time limits prescribed herein, such action will be time-barred, any rights to damages shall be extinguished and AWC shall have no liability for such claim.

ALLSTATES WORLDCARGO, LLC  
TERMS AND CONDITIONS OF SERVICE

6. DANGEROUS GOODS/HAZARDOUS MATERIAL

- A. Shipper must call the AWC facility handling the shipment and provide details of the type of Dangerous Goods/Hazardous Material they are proposing to ship with AWC. AWC retains the right to refuse any shipment.
- B. Dangerous Goods/Hazardous Material means those commodities, which are transported in accordance with the provisions set forth in the rules and regulations in:
  - 1. Title 49 of the U.S. Code of Federal Regulations ("CFR"), revisions thereto or reissues thereof.
  - 2. The "Dangerous Goods Regulations" published by the International Air Transport Association ("IATA"), revisions thereto or reissues thereof.
  - 3. The International Civil Aviation Organization ("ICAO") "Technical Instructions for the Safe Transport of Dangerous Goods by Air" published by ICAO, revisions thereto or reissues thereof.
  - 4. The "International Maritime Dangerous Goods (IMDG) Code" published by the International Maritime Organization, revisions thereto or reissues thereof.
- C. If AWC accepts for transport the shipment, then the shipper must comply with all of the rules and regulations set forth in:
  - 1. Title 49 of the U.S. Code of Federal Regulations ("CFR"), revisions thereto and reissues thereof.
  - 2. The "Dangerous Goods Regulations" published by the International Air Transport Association ("IATA"), revisions thereto and reissues thereof.
  - 3. The International Civil Aviation Organization ("ICAO") "Technical instructions for the Safe Transport of Dangerous Goods by Air" published by ICAO, revisions thereto or reissues thereof.
  - 4. The "International Maritime Dangerous Goods (IMDG) Code" published by the International Maritime Organization, revisions thereto or reissues thereof.
- D. If the shipment contains Dangerous Goods/Hazardous Material, the shipper shall have the responsibility to so state on the Waybill and shall also submit a signed Shipper's Declaration for Dangerous Goods/Hazardous Materials.
- E. Between points in the United States, a hazmat charge may be assessed in addition to all other applicable General Tariff charges.
- F. Between all other points not specified in (D) above, the charges for handling and transportation of dangerous goods may vary.
- G. Shipper agrees to be in compliance with all State and Federal statutory requirements with respect to shipping Dangerous Goods and/or Hazardous Materials.

7. INSPECTION OF SHIPMENTS

- A. We may, but shall not be obligated to, inspect any shipment. Additionally, shipments may be subject to inspection by:
  - 1. The carrier[s] or their agent[s]
  - 2. Government officials
  - 3. Personnel authorized by the government to inspect shipments.
- B. In accordance with the regulations of the Transportation Security Administration ("TSA") all shipments transported on aircraft are subject to inspection or being searched by AWC, its agents, government officials or other authorized personnel to ensure the security and safety of any aircraft and its passengers. In the event consent to search or inspect the cargo is withheld, the cargo cannot be offered for transport or be transported on any aircraft.

8. LIABILITIES NOT ASSUMED

- A. Except as may otherwise be prohibited by law, we shall not be liable to the shipper or to any other person for any mis-delivery, missed pickup, non-delivery, delay, damage or loss of whatever nature arising out of or in connection with the shipment or other services performed

ALLSTATES WORLDCARGO, LLC  
TERMS AND CONDITIONS OF SERVICE

by us, unless such damage is proven to have been caused by our negligence and there has been no contributory negligence on the part of the shipper, consignee or other claimant.

- B. Without limiting the generality of Paragraph (A), we shall not be liable for any loss, damage, mis-delivery, non-delivery, or other result caused by:
1. The act, default or omission of the shipper, consignee or any other party claiming an interest in the shipment including, but not limited to, incorrect declaration of cargo, improper or insufficient packing, securing, marking or addressing of your shipment, or for the acts or omissions of the recipient.
  2. The nature of the shipment or any defect, characteristics or inherent fault thereof.
  3. Failure of the shipper or consignee to observe any of the rules contained in this document or including but not limited to, improper or insufficient packing, securing, addressing or marking any shipment, or failure to follow any rule related to shipments not acceptable for transport or shipments accepted only under certain conditions.
  4. Acts of God, weather conditions, mechanical delay of aircraft or other equipment failures, perils of the air, public enemies, public authorities acting with actual or apparent authority, acts or omission of custom officials, authority of law, quarantine, riots, strikes or civil commotion, or hazards incident to a state of war.
  5. Acts or omissions of any person other than us including delivery instructions from the shipper or consignee complied with by us.
  6. We cannot guarantee delivery by a specific time or date and shall not be liable for special or consequential damages due to delay, mis-delivery or non-delivery. Our liability shall be limited to a refund of the shipping charges in the event of a delay.
  7. Erasure of data from or the loss or irretrievability of data stored on magnetic tapes, files or other storage media, or erasure or damage of photographic images or soundtracks from exposed film.
  8. The loss of any personal or financial information including, but not limited to, social security numbers, dates of birth, driver's license numbers, credit card numbers and financial account information.
  9. Shipments released without obtaining a signature at residential addresses, and at nonresidential addresses if a signature release is on file.
- C. Our liability shall in no event exceed that as set forth in the Limitations of Liability provision contained herein. AWC shall not be liable in any event for any special, incidental, or consequential damages arising from transportation, including but not limited to loss of profits or income, whether or not AWC had knowledge that such damage might be incurred.

9. LIABILITY FOR CHARGES AND INDEMNIFICATION

- A. The shipper and consignee shall be liable, jointly, and severally, for all unpaid charges payable on account of a shipment including, but not confined to, sums advanced or disbursed by AWC on account of such shipment.
- B. The shipper and consignee shall be liable, jointly and severally, to pay or indemnify and hold AWC harmless for all claims, fines, penalties, damages, costs or other sums which may be incurred, suffered or disbursed for (1) any violation of any of the terms, conditions or rules contained herein, (2) any other default of the shipper, consignee, or such other party with respect to a shipment, or (3) any action taken by AWC for the collection of freight or other charges due to any such shipment.

10. LIENS ON SHIPMENTS

- A. AWC shall have a continuing, general lien on all shipments for all freight charges, advances or other charges (including past due charges on other shipments) due and payable to us, pursuant to which AWC may refuse to surrender possession of any or all shipments until all such charges are paid in full, in accordance with all legal or equitable rights and remedies available. In the event of non-payment of any sum payable to us, the shipment may be held by us and be subject

ALLSTATES WORLDCARGO, LLC  
TERMS AND CONDITIONS OF SERVICE

to storage and/or disposed of at public or private sale, with notice to shipper or consignee, with payment to us out of the proceeds of such sale all sums due and payable to us including storage fees, costs of sale or other charges, as set forth in Section 13. AWC may assert a lien not only on the shipment, but on any "C.O.D." amounts held by AWC for the benefit of a consignee. The shipper and/or consignee shall continue to be liable for the balance of any unpaid charges payable on account of the shipment, including any deficiency remaining after the sale of goods subject to a lien.

11. LIABILITY FOR CARGO LOSS AND DAMAGE – AIR AND GROUND

- A. Domestic Air and Ground Shipments. AWC's liability for cargo loss or damage on air or ground shipments between points within in the U.S. and between points in the U.S and points in Puerto Rico, Mexico or Canada shall be limited to \$0.50 per pound multiplied by the number of pounds of each piece(s) of the shipment which may have been lost or damaged (but not less than \$50.00 per shipment), or the actual value of such piece(s), whichever is less, unless at the time the shipper tendered the shipment, the shipper declared a value for carriage in the space designated on our Waybill, and an additional valuation or excess value charge is paid, subject to a maximum of \$50,000.00 per shipment. When such a declaration is made, our liability shall in no event exceed the declared value of the shipment plus applicable freight charges or the amount of loss or damage sustained, whichever is lower.
- B. International Air Shipments. International air carriage may be subject to the Warsaw Convention (1929), as amended at The Hague (1955) and as further amended by Montreal Protocol No. 1, 2 or 4 (collectively referred to as the "Warsaw Convention") or the Montreal Convention of 1999 ("Montreal Convention"). AWC's liability for loss, damage or delay of an international air shipment shall be limited to \$9.07 per pound on shipments under the Warsaw Convention and 22 Special Drawing Rights (SDRs) per kilogram on shipments under the Montreal Convention, unless a higher value for carriage is declared and an additional charge for such excess liability is paid. In the event the shipment is not subject to either the Warsaw Convention or Montreal Convention, AWC's liability for loss, damage or delay of an international air shipment shall be limited to 22 SDRs per kilogram, unless a higher value for carriage is declared and an additional charge for such excess liability is paid.
- C. Declared Value. When the shipper makes a declaration of value, a valuation charge will be charged. The maximum Declared Value AWC will accept on any shipment is \$50,000.00 per shipment, unless prior written authorization is received from the Claims Manager or Corporate Officer of AWC.
- D. Insurance. The shipper may request insurance and pay the appropriate premium. The amount of the insurance must be recorded in the space designated on the AWC Waybill. If the foregoing conditions of this Paragraph D are met, the goods covered by our Waybill will be insured under an open policy. When such insurance is in place our liability shall in no event exceed the insured value or the actual amount of loss or damage, whichever is lower, plus the amount of any freight charges relating to such shipment. The insurance is subject to the terms, conditions and coverage (for which certain risks, and commodities are excluded) of the open policy, which is available upon request. Maximum insured value AWC will accept on any shipment is \$50,000.00, unless prior authorization is received from the claims department of AWC.
- E. Extraordinary High Risk Goods. Notwithstanding any other provisions herein, AWC's liability for loss or damage involving shipments containing extraordinary high-risk goods which are identified in the table below is limited to a maximum liability of \$0.50/lb. (domestic air and ground); \$9.07/lb. (international air) or \$500/pkg (ocean). Any declared value in excess of the maximum liability allowed herein is null and void and the acceptance by us for carriage of any shipment with a declared value in excess of the allowed maximums does not constitute a waiver of these maximums.

- 1. Extraordinary High Risk Goods:



ALLSTATES WORLDCARGO, LLC  
TERMS AND CONDITIONS OF SERVICE

- a) Bulk Products
  - b) Flowers and Plants
  - c) Mobile/Cellular Telephones
  - d) Cigarettes and all other tobacco products
  - e) Fresh Foods and other perishables (except frozen foods via reefer container)
  - f) Models, including architectural
  - g) Computers and/or Electronic Components assembled on Racks
  - h) Household Goods/Personal Effects
  - i) Pharmaceutical Drugs
  - j) Computer Memory Modules and Cards
  - k) Jewelry, Precious Stones and Metals
  - l) Securities and other Negotiable Papers
  - m) Cotton
  - n) Knitting and Textile Machines
  - o) Specie
  - p) Eggs
  - q) Laptop and Tablet Computers and similar
  - r) Stamp Collections and/or Coin Collections
  - s) Evidence for a Trial
  - t) Lasers & Laser Equipment
  - u) Televisions/Monitors
  - v) Fine Arts
  - w) Live Animals
  - x) Windows, Plate Glass or similar products
- F. Special Damages. In no event shall AWC be liable for any special, exemplary, punitive, incidental or consequential damages, including but not limited to loss of profits, income, interest or loss of market, whether or not AWC had actual or constructive knowledge that such damages might be incurred.

12. LIABILITY FOR CARGO LOSS AND DAMAGE – BROKERAGE

- A. GTD is Not a Carrier. GTD operates exclusively as a property broker by arranging for transportation services and, as such, GTD does NOT assume liability as a carrier or bailee for cargo loss and damage with respect to transportation services it provides. Under no circumstances shall GTD be liable for any claim for loss, damage, expense or delay to the goods for any reason whatsoever when said goods are in the possession, custody or control of carriers selected by GTD or other third parties; provided, however, in the event the carrier or its insurer fails to pay such a claim, GTD may provide coverage for such claim pursuant to and subject to the terms and conditions of GTD's contingent cargo liability policy.
- B. Limitation of Liability. Notwithstanding the foregoing, to the extent GTD is deemed liable or otherwise determined by a court of competent jurisdiction to be liable for any reason for cargo loss, damage or delay claims, GTD's liability shall be limited to the lesser of:
  - 1. The actual value of the freight;
  - 2. \$100,000 per Truckload shipment; or
  - 3. The limitation of liability of the carrier hired by GTD or the carrier that transported the shipment; unless a higher value for carriage is declared on the bill of lading or otherwise and an additional charge for excess liability is paid.
- C. Administering Claims. All matters relating to loss, damage or delay to goods are to be handled directly between Customer and the carrier, and GTD assumes no responsibility for same other than to assist in the processing of claims and/or attempt to facilitate settlements, if requested by Customer.

ALLSTATES WORLDCARGO, LLC  
TERMS AND CONDITIONS OF SERVICE

- D. Special Damages. In no event and under no circumstances shall we be liable for any special, incidental or consequential damages, including but not limited to loss of profits or income, whether or not we had notice or knowledge that such damages might be incurred.
- E. NOTICE: Carrier Limitations of Liability. Customer is hereby on notice that carriers engaged by GTD may have limitations of liability for loss or damage in their bills of lading and/or tariffs. Unless specific written instructions from the Customer have been received and accepted by GTD in sufficient time prior to shipment, GTD shall have no obligation to arrange with carriers or others for greater liability or insurance or to pay excess valuation charges on behalf of Customer.

13. DISPOSITION OF ON HAND FREIGHT AND STORAGE

- A. Freight held by AWC will be deemed on-hand when: (i) the consignee rejects or refuses delivery of a shipment; (ii) AWC is otherwise unable to deliver a shipment, due to no fault or mistake of AWC; (iii) storage is required for customs clearance or inspection, or by order of a government authority, through no fault or mistake of AWC; or (iv) the shipper instructs AWC to stop the movement of a shipment and hold it in transit. AWC's liability for on-hand freight shall become that of a warehouseman immediately upon the rejection, refusal, stoppage, interruption or other change to the delivery or attempt to complete delivery. AWC will promptly attempt to provide notice, by telephone, electronic or other communication, to the shipper, consignee or other party, if any, designated to receive notice on the bill of lading as to the on-hand status of the freight, including the imposition of storage charges. On-hand freight may be stored, at AWC's option, in any location that provides reasonable protection against loss or damage. AWC may place an on-hand shipment in public storage at the owner's expense and without liability to the AWC.
- B. Upon receipt of prompt written instructions from the shipper, we will return the shipment to the shipper, forward or re-consign it, or otherwise dispose of it, all at the shipper's expense. In the event AWC does not receive written instructions within 48 hours from the time of AWC's attempted first notification, AWC will attempt to issue a second and final confirmed notification. Such final notice shall advise that if AWC does not receive disposition instructions within 10 days of that notification, AWC shall thereafter have the right to: (i) return the shipment to the shipper, at shipper's expense; (ii) offer the shipment for public or private sale; or (iii) treat the shipment as abandoned and otherwise dispose of said shipment. In the event the shipment is sold, the proceeds of the sale will be applied first to AWC's invoice for transportation, storage and other lawful charges. The shipper, consignee and owner of the goods shall remain jointly and severally liable for any deficiency balance remaining after the sale or other disposition of the freight. If there is a balance remaining after all charges and expenses are paid, such balance will be remitted to the owner of the property sold hereunder, upon claim and proof of ownership.
- C. Where AWC has attempted to follow the procedure set forth hereinabove and the procedure provided in this section is not possible, nothing in this section shall be construed to abridge the right of AWC, at its option, to sell the property under such circumstances and in such manner as may be authorized by law. When perishable freight cannot be delivered and disposition instructions are not given within a reasonable time, AWC may dispose of such perishable freight to the best advantage.
- D. Uncleared Import Shipments held at government warehouses will be recovered from such warehouse only when all costs have been paid in advance.
- E. All on-hand shipments or shipments otherwise subject to a lien will be held without charge for three (3) calendar days (excluding the first Saturday, Sunday and Legal Holiday) computed from 8:00 AM the day following notification of shipment being on-hand (hereinafter "free time" or "free storage time"). After the expiration of such free time, we will continue to hold such shipments, subject to a storage charge of \$1.00 per day per 100 pounds or any fraction thereof, subject to a minimum charge of \$50.00 per shipment per day. If such continued storage is not practicable, we will place the shipment in a public warehouse at the expense of the shipper,

ALLSTATES WORLDCARGO, LLC  
TERMS AND CONDITIONS OF SERVICE

consignee and owner, subject to a lien for all transportation, storage, delivery, warehousing, and other charges, including handling charges of \$1.00 per 100 pounds or any fraction thereof, subject to a minimum charge of \$20.00 per shipment.

14. 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. Each piece of a C.O.D. shipment must be plainly marked to show that the shipment is C.O.D. The markings must also show the number of pieces in the shipment.
- G. Shipments 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.

15. PICKUP AND DELIVERY SERVICE

- A. Pickup and/or delivery service will be provided during business hours (8:00am – 5:00pm) Monday through Friday. Holiday, weekend and non-business hours pickup and/or delivery service is available at an additional cost.
- B. Pickup and/or delivery services will not be provided to or from any address not directly accessible to vehicles or where it is impractical to operate a vehicle.
- C. At buildings where our employees are not permitted access to floors above the ground floor.
  - 1. We will pick up shipments only when tendered at the ground floor or receiving dock, and
  - 2. Delivery to the person whose duty it is to receive property for the occupants of such buildings will constitute delivery to the consignee.
- D. Loading and unloading incidental to pickup and delivery service will ordinarily be performed by one person. Pickup and delivery service will not be provided for pieces which cannot be handled by one person unless advance arrangements have been made, including, where necessary, the furnishing of additional people and equipment by the shipper or consignee.
- E. When vehicles are held for loading or unloading in excess of fifteen (15) minutes, an additional charge will be assessed.

16. PROOF OF DELIVERY

- A. When requested by the shipper or consignee, we will furnish a copy of the Waybill, Bill of Lading signed by the consignee or his agent as proof of delivery.

17. RATES

- A. The rates and charges for services shall be either (i) as provided in the Rate Quote or (ii) as set forth on a Rate Sheet and are subject to change without notice. Additionally, the shipments may be assessed accessorial charges and/or surcharges for additional services not covered in the Rate Quote and/or Rate Sheet. Shipper should contact us for a complete list of accessorial charges and/or surcharges.

ALLSTATES WORLDCARGO, LLC  
TERMS AND CONDITIONS OF SERVICE

18. RE-DELIVERY SERVICE

- A. A shipment which, through no fault of ours, cannot be delivered on the first tender of delivery to the consignee will be returned to our terminal and the consignee will be notified. Re-delivery will be made at an additional charge equal to the minimum charge for the delivery area of the shipment with a maximum charge equal to original delivery charge.

19. ROUTING AND RE-ROUTING

- A. We will determine the routing and method of transportation of all shipments, including choice of agents unless express instructions in writing are received from the customer. We have complete freedom in choosing the means, route and procedure to be followed in handling, transportation and delivery.

20. SHIPMENTS ACCEPTABLE

- A. Shipments are acceptable for transportation only when the terms, conditions rules and regulations shown herein and all laws, ordinances, and other governmental rules and regulations governing the transportation thereof have been complied with by the shipper and/or consignee.

21. SHIPMENTS NOT ACCEPTABLE FOR TRANSPORTATION

- A. Unless otherwise expressly provided in Allstates Air Cargo tariffs, and subject to any conditions or restrictions contained therein, the following articles will not be accepted for carriage:
- Any shipment prohibited by law
  - Antiques
  - Architectural Models
  - Bank notes
  - Bonds
  - Bulk commodities
  - Cement
  - Coins of any kind
  - Costumes and costume jewelry
  - Corpses, cremated or Disinterred remains
  - Currency
  - Currency equivalents
  - Fish meal
  - Fresh fruits
  - Fresh vegetables
  - Gems
  - Gold or silver
  - Hazardous Waste Materials
  - Human remains of any kind
  - Jewelry
  - Live animals
  - Live plants
  - Money, currency, bonds, Bills of Exchange, Deeds, Promissory Notes, Negotiable Securities and Stock Certificates
  - 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
  - Poisons
  - Porcelain
  - Postage, trading or revenue stamps, stamp collections and coin collections
  - Precious metals
  - Precious gems or stones (cut or uncut)
  - Prototypes
  - Radio Tubes
  - Shipments improperly packaged
  - 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

ALLSTATES WORLDCARGO, LLC  
TERMS AND CONDITIONS OF SERVICE

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)
- Valuable papers

## 22. SHIPMENTS SUBJECT TO ADVANCE ARRANGEMENTS

The following will be accepted for carriage only upon advance arrangements and only when such advance arrangements have been satisfactorily completed.

- Any shipments having a declared or insured value exceeding \$50,000.00.
- Shipments containing pieces in excess of 84 inches in length or 58 inches in width or 58 inches in height.
- Shipments requiring pickup or delivery of pieces which cannot be handled by one individual.
- Excessive weight or size shipments.
- Shipments requiring special devices for safe handling.
- Dangerous Goods as described in Section 7.

## 23. SHIPMENTS SUBJECT TO DELAY

The following conditions may delay delivery of the shipment to the consignee:

- If the dimensions of the shipment are too large for available aircraft.
- If the length of the shipment exceeds 125" or width or height exceeds 65".
- Shipments that are improperly packaged or lack proper documentation.
- Shipments on which the shipper has omitted or provided an incorrect consignee address on the Waybill.
- Shipments requiring special licenses or consularization filing prior to export.
- C.O.D. shipments.
- Shipments difficult to handle, oversized or unwieldy, single pieces in excess of 250 pounds.
- Shipments containing Dangerous Goods/Hazardous Materials.
- Shipments not complying with US Department of Transportation, Transportation Security Administration (TSA) regulations.
- Shipments subject to inspection by Regulatory Authorities.

## 24. SHIPMENTS SUBJECT TO SPECIAL CONDITIONS

- Shipments requiring special devices for safe handling will be accepted only when such special devices are provided and operated by and at the expense of the shipper or consignee.
- Dangerous Goods, and items of extraordinary value, must not be included in the same shipment with any other article.

## 25. SIGNATURE SECURITY SERVICE

(Available only for government shipment and only upon request)

- At the request of the shipper, we will handle government shipments under Signature Security Service from the time of acceptance from shipper at origin to the time of delivery to consignee at destination.

ALLSTATES WORLDCARGO, LLC  
TERMS AND CONDITIONS OF SERVICE

- B. Signature Security Service shall mean that each employee or our agent shall execute a signed receipt upon accepting custody of the government shipment and shall obtain a signed receipt upon relinquishing custody of such shipment to another employee or our agent. On shipments tendered on behalf of the Department of Defense requesting Signature Security Service, we will use the DD Form 1907 issued by the shipper as a signature and tally record.
- C. Waybill, Government Bill of Lading, or other shipping documents presented to us must have the statement "Signature Service Requested" entered by the shipper.
- D. A charge will be assessed for Signature Security Service in addition to all other applicable charges.

26. THE WAYBILL

- A. The shipper shall have the duty to prepare and present a current version of our Waybill for each shipment. Notwithstanding whom prepared the Waybill or the originating documentation, it shall conclusively be deemed to have been prepared by the shipper. The Waybill or other shipping document shall be non-negotiable. Each shipment shall be subject to the rules, regulations, rate and charges contained in the Terms, Conditions and Tariffs in effect on the day of acceptance of such shipment.
- B. The Waybill shall be binding upon the shipper, the consignee, and any other party with an interest in the shipment, us, and our agents.
- C. In tendering the shipment, the shipper and the consignee agree to these Terms and Conditions. No employee, agent or representative of the parties is authorized to modify any of the Terms and Conditions, other than those previously named. All Terms and Conditions, including but not limited to Limitations of Liability contained herein, shall apply to our agents and their contracting carriers.
- D. If requested, we will provide the shipper with a copy of the Waybill, Bill of Lading, or other non-negotiable shipping document on which the shipment was tendered to us. A charge of \$5.00 per copy will be assessed for this service, except there will be no charge when the copy is provided in defense of a written claim.
- E. The contents of all shipments must be indicated by accurate description on the Waybill.
- F. The number of pieces included in a shipment must be accurately specified on the Waybill.
- G. The dimensions and weight of the shipment must be accurately entered on the Waybill by the shipper. If omitted, or entered incorrectly, we reserve the right to measure and weigh the shipment and apply appropriate density and oversize shipment surcharges. Shipments may be re-weighed at origin or destination.
- H. If the service level is omitted on our Waybill, AWC will rate the shipment as Priority.
- I. The US Department of Transportation, Transportation Security Administration (TSA), which governs the air industry, has instituted regulations and amendments that govern the movement of cargo on air carriers. Allstates WorldCargo is in full compliance with all applicable TSA regulations and amendments. All shippers for air services must comply with all Allstates WorldCargo requirements, and TSA regulations and amendments. If these requirements, regulations and amendments are not met, then we cannot ensure service levels, and we will have to use alternate means to transport your shipment(s). Any questions please contact your local Allstates WorldCargo office, Customer Service Division.

27. SEVERABILITY

- A. If any part of these terms is or becomes unenforceable, this will not affect the enforceability of any other part.

28. GOVERNING LAW

- A. These terms and conditions of carriage and any contract concluded which incorporates these terms shall be governed by the laws of the state of New Jersey. To the extent not governed by International Treaty, Convention or United States Federal Law, all disputes, claims or actions arising hereunder shall be governed by, construed and interpreted in accordance with the laws

ALLSTATES WORLDCARGO, LLC  
TERMS AND CONDITIONS OF SERVICE

of the State of New Jersey, without regard to its conflict of laws principles. All actions, suits or proceedings arising hereunder shall be brought in the U.S. District Court for the District of New Jersey, or, in the absence of federal jurisdiction, a state court of competent jurisdiction within the State of New Jersey, County of Ocean; and you hereby agree and consent to the jurisdiction and venue of such court for all purposes.

**BROKERAGE SERVICES**

**29. BROKERAGE SERVICES**

- A. GTD LOGISTICS, LLC ("GTD") is authorized to select and engage Carriers as required and to enter into the usual and customary agreements and shall use reasonable care to ensure that Carriers are properly licensed and qualified to perform the requested services. Unless express instructions in writing are received from the Customer, GTD shall have complete freedom in choosing the means, route and procedure to be followed in the handling, transportation and delivery of the goods.
- B. A bill of lading and proof of delivery will be issued for each shipment arranged by GTD. Upon request of Customer, GTD may provide copies of the bill of lading, delivery receipts and such other documents that may be requested to substantiate billing for the services provided by GTD. A digitized signature or computer record of delivery receipt shall be acceptable as proof of delivery of any shipment hereunder. GTD reserves the right to assess a processing fee for copies of each document requested by Customer.
- C. GTD will notify Customer of any refused or undeliverable freight and request additional instructions regarding delivery or storage of the refused or undeliverable freight. Such notice shall be given to Customer via e-mail, facsimile or telephonically, as soon as reasonably practical.
- D. Customer may cancel a booked shipment at least one (1) day before the scheduled pickup date, subject to a cancellation fee of \$200.00 per shipment. If Customer cancels a booked shipment on less than one (1) day notice, GTD will attempt to cancel the pickup with the Carrier, but Customer shall be liable for the \$200 cancellation fee plus any charge assessed by the Carrier for a truck not used.

**30. CUSTOMER'S OBLIGATIONS**

- A. Customer shall be responsible to ensure that all goods are properly prepared, packaged, loaded, and secured to withstand the normal rigors and environment of transportation.
- B. Customer shall provide sufficient and accurate information to enable GTD to make appropriate arrangements for the transportation of Customer's goods, and the determination of the applicable freight and/or accessorial charges, otherwise Customer may be responsible for additional charges. Such information will include, but not be limited to the following when applicable to the shipment: pickup and delivery locations, an accurate description of the goods, the number of packages, pallets or slip-sheets, the type of packaging and if it is shrink-wrapped or banded, the weight and dimensions, and any special requirements for appointments, special handling or equipment, temperature control, etc. GTD shall not be responsible for any additional freight or accessorial charges assessed by the carrier or for loss, damage or delay resulting from misrepresentation of the foregoing by Customer.
- C. GTD will use reasonable efforts to transmit Customer's information and requirements to the Carrier, but Customer shall remain solely responsible to ensure that all necessary information and instructions are provided to the carrier at the time of shipment and included on the bill of lading.

**WAREHOUSING SERVICES**

31. WAREHOUSING SERVICES

- A. AWC will provide warehousing, storage, handling and distribution services at various warehouses or storage facilities operated by AWC ("Warehousing Services") subject to the terms and conditions set forth herein, together with any applicable warehouse receipt issued by AWC.

32. ACCEPTANCE

- A. The terms and conditions herein, as well as the rates and charges (including accessorial) quoted or invoiced to Customer, are deemed accepted by Customer upon the act of tendering Goods for storage or other Warehousing Services by AWC.
- B. If Goods tendered for storage or other Warehousing Services do not conform to the description provided by Customer, AWC may refuse to accept such Goods. If AWC accepts such Goods, Customer agrees to rates and charges that may be assessed and invoiced by AWC as well as to all terms herein.

33. LIABILITY FOR LOSS OR DAMAGE – WAREHOUSING SERVICES

- A. Warehouseman's Liability. When providing warehousing services, AWC WILL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY TO GOODS STORED HOWEVER CAUSED, (including but not limited to loss or injury resulting from shrinkage or loss of weight, improper packaging, insufficient cooperage, boxing, crating, breakage, wear and tear, or inherent quality of the Goods, leakage or other concealed damages), unless such loss, damage or injury resulted from the failure by AWC to exercise such care in regard to them as a reasonably careful man would exercise under like circumstances, and AWC is not liable for damages which could not have been avoided by the exercise of such care.
- B. Limitation of Liability. In the event AWC is liable for any loss or damage to goods in storage as a result of negligence of AWC, its employees, agents or contractors, customer, declares that AWC's liability for any such loss or damage shall be limited to \$0.10 per pound, subject to a maximum liability for all goods in storage at the warehouse facility at any one time shall not exceed \$5,000.00 for which damages are proven. Provided, however that such liability may, at the time of acceptance of the goods as provided in section 34, be increased upon customer written request for increased liability on part or all of the goods hereunder, AWC's acceptance of customer's request and customer's payment of an additional monthly charge for such increased valuation.
- C. No Insurance. Stored Goods are NOT INSURED by AWC against loss or injury however caused.
- D. Risk of Loss. All Goods are stored at Customer's risk of loss, damage or delay by Acts of God, civil or military authority, enemies of the government, insurrections, riots, strikes, civil commotion, seizure under legal process, labor disputes, lockouts or intentional or malicious acts of third persons or by water sprinkler leakage, fire, flood, windstorm, moths, vermin, insect corruption, earthquakes, or any cause beyond the control of AWC.
- E. Mis-shipment. If the consignee fails to return Goods that were mis-shipped to the consignee, AWC's maximum liability will be for the lost or damaged Goods as specified in Section 14.B. above and AWC will have no liability for damages due to the consignee's acceptance or use of the Goods whether such Goods be those of the Customer or another.
- F. Mysterious Disappearance. AWC will not be liable for loss of stored Goods due to inventory shortage or unexplained or mysterious disappearance of Goods. Any presumption of conversion imposed by law shall not apply to such loss and a claim by Customer of conversion must be established by affirmative evidence that AWC converted the Goods to AWC's own use.
- G. Costs and Expenses. Where loss or injury occurs to stored Goods, for which AWC is not liable, Customer will be responsible for the cost of removing and disposing of such Goods and the cost of any environmental cleanup and site remediation resulting from the loss or injury to the Goods.



ALLSTATES WORLDCARGO, LLC  
TERMS AND CONDITIONS OF SERVICE

34. SHIPPING

- A. Customer agrees not to ship Goods to AWC as the named consignee. If, in violation of this provision, Goods are shipped to AWC as named consignee, Customer agrees to notify carrier in writing prior to such shipment, with copy of such notice to AWC, that AWC has no beneficial title or interests in such property and Customer further agrees to indemnify and hold harmless AWC from all claims for unpaid transportation charges, including undercharges, demurrage, detention or charges of any nature, in connection with Goods shipped. Customer further agrees that, if it fails to notify carrier as required above, AWC shall have the right to refuse such Goods and will not be liable or responsible for any loss, injury, or damage of any nature to, or related to, such Goods, including any consequential or incidental damages relating to the shipment. Customer agrees that all promises contained in this section are binding on the Customer's heirs, successors and assigns.

35. TENDER FOR STORAGE

- A. Customer acknowledges that it has inspected the warehouse to be used for the storage of Customer's Goods, or if the warehouse was not available for inspection, Customer agrees to inspect the warehouse prior to the first shipment of Goods. Customer agrees that based on such inspection, the warehouse is appropriate for the purpose of storing Customer's Goods and that no modifications or additions need to be made. If any modifications or additions need to be made, Customer agrees to notify AWC in writing prior to the first shipment of Customer's Goods into the warehouse. Customer's will be deemed to have waived any right or requirement to have AWC alter or modify the warehouse if Customer fails to inspect the warehouse or fails to notify AWC in writing. Any modifications or additions which are later determined to be needed by Customer will be made at Customer's sole expense.
- B. All Goods tendered for storage will be delivered at the warehouse properly marked and packaged for handling. Customer will 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 and other Services desired. Failure of Customer to comply with this section shall entitle AWC, at its discretion, to store the Goods in bulk or assorted lots and in such case, Customer hereby waives any and all claims Customer may have against AWC due to such storage in bulk or assorted lots.
- C. Hazardous Materials. AWC will not accept for storage any Goods that are considered to be Hazardous Materials or Dangerous Goods (collectively referred to as "Hazardous Materials"), unless Customer provides prior notice to AWC and AWC agrees to accept such Hazardous Materials for storage; provided, further, that Customer must include in its notice to AWC copies of all applicable Material Safety Data Sheets ("MSDS") or other documentation related to the safety and handling of such Hazardous Materials. Customer hereby represents and warrants that it has disclosed and will continue to disclose to AWC, prior to tendering any Goods to AWC, whether the Goods themselves are Hazardous Materials. Customer hereby further represents and warrants that it will disclose to AWC, prior to tendering any Goods to AWC, any and all potential health, safety and/or environmental hazards that may be associated with storage, handling or transportation of any Goods tendered to AWC, regardless of whether the Goods are Hazardous Materials or non-Hazardous Materials.
- D. Upon receipt of all Goods for storage, AWC will enter the receipt of such Goods into its Warehouse Management System ("WMS"), which is known as AIM, and issue to Customer a warehouse receipt and/or a printout/report from its AIM system, in lieu of a warehouse receipt. The absence or loss of a warehouse receipt or AIM printout/report will not alter or affect the parties' rights, obligations, and responsibilities hereunder. In the event of a conflict between these terms and conditions and the warehouse receipt or the AIM printout/report, the terms, conditions, and provisions herein will solely determine and govern the rights and obligations of the parties.

ALLSTATES WORLDCARGO, LLC  
TERMS AND CONDITIONS OF SERVICE

- E. Payment of Taxes. Customer will be responsible for, and indemnify AWC against, any federal, state, or local taxes, levies, imposts, duties, fees or other charges now or hereafter assessed against AWC, and/or any of its Subcontractors, which are levied or based upon or related to any of the Goods, services, supplies and/or materials provided by AWC and/or any Subcontractor to Customer hereunder or otherwise (collectively, "Taxes").

36. STORAGE PERIOD AND CHARGES

- A. All charges for storage as agreed per unit per month. When based on weight, rates will be computed on gross weight. All rates for storage and handling shall be quoted to Customer and set forth in the invoices issued to Customer. All lot code rotation items must be stored on separate pallet locations.
- B. Storage charges become applicable upon the date that AWC accepts care, custody, and control of the Goods, regardless of unloading date or date of issue of warehouse receipt or entry into the AIM WMS.
- C. All storage charges or other charges for Warehousing Services are due and payable within thirty (30) days from the date of AWC's invoice.
- D. Customer has no right of set off payment of invoices for any claims or charges against any amounts owed by Customer to AWC. AWC may charge interest at the rate of 1 ½ percent per month for any amounts not paid within 10 days of the due date. Customer will be responsible for and AWC is entitled to recover attorney's fees and costs associated with any action associated with the collection of past due charges or in any way relating to enforcement of AWC's rights hereunder.

37. TRANSFER, TERMINATION OF STORAGE, REMOVAL OF GOODS

- A. Instructions to transfer Goods on the books of AWC are not effective until delivered to and accepted by AWC, and all charges up to the time transfer is made are chargeable to Customer of record. If a transfer involves rehandling the Goods, such will be subject to a charge. When Goods in storage are transferred from one party to another through issuance of a new warehouse receipt, a new storage date is established on the date of transfer. Payment in full of all charges is required prior to complete and final release of Goods.
- B. AWC reserves the right to move all Goods, at AWC's expense, with 14 days' notice sent by certified or registered mail to the Customer of record or to the last known holder of the negotiable warehouse receipt; if Customer or holder takes delivery of his Goods in lieu of transfer, Customer will be responsible for all storage, handling and transportation charges due as of the date of the delivery. AWC will store the Goods at and may without notice move the Goods within and between, any one or more of the warehouse buildings which comprise the warehouse complex in which the Goods are stored.
- C. Removal of Goods. AWC may, upon written notice to Customer and any other person known by AWC to claim an interest in such Goods, require removal of any Goods by the end of the next succeeding storage month from the date of such written notice. If Goods are not removed before the end of the next succeeding month, AWC has the right to sell such Goods in the manner and to the fullest extent provided by applicable law and recover from Customer all such amounts associated with such sale, as are listed elsewhere herein; provided, however, nothing contained herein will require AWC to sell such Goods.
- D. If AWC in good faith believes that the Goods are about to deteriorate or decline in value to less than the amount of AWC's lien before the end of the succeeding storage month, AWC may specify in the notification any reasonable shorter time for removal of the Goods and in case the Goods are not removed, may sell them at public sale held one week after a single advertisement or posting as required by applicable law.
- E. If, as a result of a quality or condition of the Goods (including Hazardous Materials) of which AWC had no notice at the time of acceptance, the Goods are, or may become, a hazard to other

ALLSTATES WORLDCARGO, LLC  
TERMS AND CONDITIONS OF SERVICE

property, the warehouse facility or persons, AWC may sell the Goods at public or private sale without advertisement in the manner and to the fullest extent provided by applicable law, after providing Customer or any other persons known to have an interest in the Goods with reasonable notification of such hazardous condition and a reasonable opportunity to arrange for the pick up or removal of such hazardous Goods; provided, however, nothing contained herein shall require AWC to sell such Goods. If AWC, after a reasonable effort, is unable to sell the Goods or if, in AWC's judgment, disposal is necessary for safety reasons, AWC may dispose of such Goods in any lawful manner without recourse by the Customer for lost value and AWC will incur no liability whatsoever by reason of such disposition. Pending Customer retrieval, sale or other disposition of the Goods, AWC may remove the Goods from the warehouse to another location without notice and will incur no liability by reason of such removal. Customer hereby agrees to indemnify and hold AWC harmless against any and all liability arising from or relating to the sale of Goods hereunder.

38. HANDLING

- A. The handling charge, quoted to Customer or included in the invoice, covers the ordinary labor involved in receiving Goods at warehouse door, placing Goods in storage, and returning Goods to warehouse door, during the hours specified by AWC or, if no such hours of operation are specified, then during normal business hours. Handling charges accrue as of the date of receipt of Goods and must be paid within thirty (30) days from the date of AWC's invoice.
- B. Unless otherwise agreed, labor and equipment for unloading and loading Goods will be subject to a charge. Additional expenses incurred by AWC in receiving and handling damaged Goods, and additional expense in unloading from or loading into cars or other vehicles not at warehouse door will be charges to the Customer.
- C. Labor, equipment and materials used in loading rail cars or other vehicles are chargeable to the Customer.
- D. When Goods are ordered out in quantities less than in which received, AWC may make an additional charge for each order or each item of an order.
- E. AWC will not be liable for demurrage or detention, delays in unloading inbound cars, trailers or other containers, or delays in obtaining and loading cars, trailers or other containers for outbound shipment unless AWC has failed to exercise reasonable care.

39. DELIVERY REQUIREMENTS

- A. No Goods will be delivered or transferred except upon receipt by AWC of complete written instructions from Customer. Written instructions shall include, but are not limited to, EMAIL, FAX, EDI, TWX, or similar communication, provided AWC has no liability when relying on the information contained in the communication as received. However, when no negotiable receipt is outstanding, Goods may be delivered upon instruction by telephone in accordance with a prior written authorization, but AWC will not be responsible for loss or error occasioned thereby.
- B. Customer will receive or have access to either a warehouse receipt or report outlining a description of the goods; location of warehouse facility where the goods are stored; date of issue of the receipt; receipt or report number; consignee identification; storage and handling fees and credits, if any; signature of warehouse or its agent.
- C. When Goods are ordered out for delivery or transfer, Customer must give AWC a reasonable time to carry out instructions, and if AWC is unable because of acts of God, war, public enemies, seizure under legal process, strikes, lockouts, riots and civil commotions, or any reason beyond AWC's control, or because of loss or destruction of Goods for which AWC is not liable, or because of any other excuse provided by law, AWC will not be liable for failure to carry out such instructions and Goods remaining in storage will continue to be subject to regular storage charges.

ALLSTATES WORLDCARGO, LLC  
TERMS AND CONDITIONS OF SERVICE

40. SPECIAL OR EXTRA WAREHOUSING SERVICES

- A. Warehouse labor required for services other than ordinary handling and storage, including labor for handling during hours not specified herein or, if no such hours of operation are specified, during hours outside the normal business hours, will be charged to the Customer.
- B. Special services requested by Customer including but not limited to compiling of special stock statements; reporting marked weights, serial numbers, or other data from packages; physical check of Goods; and handling transit billing will be subject to a charge.
- C. Dunnage, bracing, packing materials or other special supplies may be provided for the Customer at a charge in addition to AWC's cost.
- D. By prior arrangement, Goods may be received or delivered during other than usual business hours, subject to a charge.
- E. Communication expense including postage, teletype, telegram, or telephone will be charged to the Customer if such concern more than normal inventory reporting or if, at the request of the Customer, communications are made by other than regular United States Mail.
- F. Physical inventories will be taken at the Customer's request (thirty (30) days' notice required) and such service will be charged to Customer at the applicable hourly rate.

41. BONDED STORAGE

- A. A charge in addition to regular rates will be made for merchandise in bond.
- B. Where a warehouse receipt or other document evidencing storage covers Goods in U.S. Customs bond, such receipt will be void upon the termination of the storage period fixed by law.

42. RIGHT TO STORE GOODS

- A. Customer represents and warrants that Customer is lawfully in possession of the Goods and has the right and authority to store them with AWC. Customer agrees to indemnify and hold harmless AWC from all loss, cost, and expense (including reasonable attorneys' fees) which AWC pays or incurs as a result of any dispute or litigation, whether instituted by AWC or others, respecting Customer's right, title or interest in the Goods. Such amounts will be charges in relation to the Goods and subject to AWC's lien.

43. GENERAL LIEN

- A. AWC shall have a general lien on all Goods (and documents related thereto) deposited with AWC or otherwise in AWC's possession, custody, control or in route to the fullest extent permitted by applicable law, and the proceeds from the sale thereof for all charges due from Customer to AWC, whether due hereunder or pursuant to another agreement or warehouse receipt between the AWC and Customer. This lien will also secure payment to AWC for all expenses, including attorney's fees and costs, incurred by AWC associated with collecting and enforcing this lien, as well as interest at the rate of 1 ½ percent per month on all outstanding amounts. Any surplus from the sale of Customer's Goods shall be transmitted to Customer, and Customer shall be liable for any deficiency in the sale.

44. ACCURATE INFORMATION

- A. Customer will provide AWC with information concerning the stored Goods which is accurate, complete and sufficient to allow AWC to comply with all laws and regulations concerning the storage, handling and transporting of the stored Goods. Customer will indemnify and hold AWC harmless from all loss, cost, penalty and expense (including reasonable attorneys' fees) which AWC pays or incurs as a result of Customer failing to fully discharge this obligation.

45. INSURANCE

- A. Customer Insurance. Customer will provide AWC with evidence of property insurance coverage with a financially stable insurance company with an S&P rating of no less than "A", with a minimum limit equal to the highest replacement cost valuation of the goods in storage at any one time.
- B. No First-Party Cargo Insurance. Goods stored hereunder ARE NOT INSURED by AWC or its Subcontractors against loss or injury however caused. Storage rates DO NOT include insurance

ALLSTATES WORLDCARGO, LLC  
TERMS AND CONDITIONS OF SERVICE

unless AWC or its Subcontractors have agreed, in writing, to obtain such insurance for the benefit of Customer. Within a reasonable time after receipt of any Goods, Customer may, upon written request, increase AWC or its Subcontractor's liability on part or all of the Goods stored, in which case an increased charge will be made based upon such increased valuation. No such request to increase insurance coverage for any Goods shall be valid unless made in writing before loss, damage or destruction to all or any portion of the Goods stored hereunder has occurred, and AWC has confirmed in writing that such increased valuation is accepted. AWC cannot guarantee increased valuation until confirmed in writing.

**OCEAN SERVICES**

46. OCEAN SERVICES

- A. If all or any part of the shipment tendered to AWC 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 his agent hereby authorizes AWC, in his name and on his 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. The sole responsibility of AWC hereunder is to use reasonable care in the selection of carriers, forwarders, agents and others to whom it may entrust the shipment.
- B. Ocean shipments arranged by ALLSTATES LOGISTICS, LLC shall be governed and controlled by the terms and conditions of ALLSTATES LOGISTICS LLC'S ocean bill of lading, as well as the bills of lading, conditions of carriage and tariffs of the carriers employed by ALLSTATES LOGISTICS LLC. The terms and conditions of ALLSTATES LOGISTICS LLC'S ocean bill of lading can be viewed on AWC's website at [Home - Allstates WorldCargo \(allstates-worldcargo.com\)](http://allstates-worldcargo.com) .

47. LIABILITY UNDER OCEAN BILL OF LADING

- A. As set forth in ALSTATES LOGISTCS LLC's ocean bill of lading, AWC's liability for loss of or damage to goods in connection with an ocean shipment shall be governed by the United States Carriage of Goods by Sea Act (COGSA) unless otherwise mandated by compulsorily applicable law, treaty or convention. In accordance with COGSA, AWC's liability for loss of or damage to goods shall in no case exceed the amount of US\$500 per package or, for goods not shipped in packages, per customary freight unit. Where a container is stuffed by Customer or on its behalf, and the container is sealed when received by AWC or the underlying Carrier for shipment, the container will be deemed to be the "package" and AWC's liability will be limited to US\$500 per container.