

NATIONAL ROUTING AND DISTRIBUTION INC.

CONTRACT OF CARRIAGE

1. Carriage is subject to the regulations and rules herein set forth. When a specific transportation contract is duly executed between National Routing and Distribution and a shipper, the rates, terms and conditions contained therein are incorporated into this contract by reference. Shipments tendered to the Carrier on a Bill of Lading or Delivery Order will be converted to an Airbill and will be moved subject to these terms and conditions.
2. As used in this contract, "Carrier" means all carriers that transport the goods described on the face of this document or perform any other services incidental to such carriage as required.
3. In tendering the shipment for carriage, the shipper warrants that the shipment is packaged to protect the goods so as to insure safe transit with ordinary care in handling and that each package is appropriately labeled and is in good order for carriage as specified.
4. Liability Limits- Declared value is agreed and understood not to be more than 50¢ per pound or \$50.00, whichever is higher, unless a higher value is declared herein and applicable charges paid hereon, however, certain commodities may be deemed to have a lesser value, in which case the value as stated in governing tariffs will apply. The Company's liability on works of art or other non-reproducible items will be limited to \$500.00.
5. C.O.D. Shipments – Shipper must enter the amount of any shipper's C.O.D. which shall be collected subject to the fee and rules of the delivering carrier. Under no circumstances will The Company be responsible if a check proves to be counterfeit, forged or is for any reason dishonored.
6. Terms of Payment – Net/ 15 days. A 1 ½ % per month late charge will be assessed against all past due balances.
7. Use of Other Carrier – Shipment may be diverted to motor or other carrier as per tariff rule unless Shipper gives other instructions hereon.
8. Shipper Responsibility – The Shipper is responsible for preparing, marking, packing, and labeling his shipment so as to ensure safe transportation with ordinary care in handling. Carrier will accept all shipments subject to inspection but shall not be obligated to perform such inspections.
9. Exclusions – The Carrier shall not be liable for loss, damage, delay, or other result caused by (a) Acts of God, perils of the air, public enemies, public authorities acting with actual or apparent authority in the premises, authority of law, quarantine, riots, strikes, civil commotions, or hazards or dangers incident to a state of war or undeclared war; (b) the act or default of the Shipper or Consignee; (c) the nature of the shipment, or any defect, characteristic or inherent vice thereof; (d) violation by the Shipper or Consignee of any of the rules contained in applicable tariffs, including, but not confined to, improper or insufficient packing, securing, marking, or addressing and failure to observe any of the rules relating to shipments not acceptable for transportation or shipments acceptable only under certain conditions, or (e) compliance with delivery instructions from the Shipper or Consignee or noncompliance with special instructions from the Shipper or Consignee not authorized by applicable tariffs.

10. Consequential and Special Damages – The Carrier shall not be liable for any consequential or special damages whether or not the Carrier had knowledge that such damages might be incurred.
11. Claims Time Limits and Procedures – All claims, including claims for overcharges, must be made in writing to The Company within a period of thirty (30) days after the date of acceptance of the shipment. Damage and/or loss discovered by the Consignee after delivery and after a clear receipt has been given to the Carrier must be reported in writing to The Company within 5 days after delivery of the shipment, with privilege to the Carrier to make inspection of the shipment and container(s) within 15 days after receipt of such notice. No action will be maintained on any claim until all transportation charges have been paid. No Carrier shall be liable on any action brought to enforce a claim unless the above provisions have been met by the proper claimant and unless such action is brought within one year after the date written notice is given to the claimant that the Carrier disallowed the claim in whole or in part.
12. Indemnity – The Shipper and the Consignee shall be liable, jointly and severally, to pay or indemnify the Carriers for all claims, fines, penalties, damages, costs or other sums which may be insured, suffered or disburse by a carrier by reason of any violation of any of the rules contained in applicable tariffs or any other default of the Shipper or such other parties with respect to the shipment.
13. Schedules Not Guaranteed – Except as otherwise provided herein, the Carrier has no obligation to commence or complete transportation within a certain time according to any specific schedule, or to make connections with any other carrier, or for error in any statement of times arrival or departure

