

Domestic Air Shipment Terms and Conditions

1. Agreement. "C.H. Robinson" refers to C.H. Robinson International, Inc. or C.H. Robinson Company, Inc., respectively, and their respective employees, and agents. "You" and "Your" refer to the shipper, its employees, and agents. You are responsible for providing the accurate and complete information necessary to complete this Airbill, including but not limited providing the correct description of the items shipped, service level required, the name and address of the consignee, the origin and destination, who will pay the shipping charges, the declared value on which charges are assessed or no declared value, and if insurance is requested in which case the insured amount must be stated. If the Airbill does not state who will pay the shipping charges the shipment may not be delivered to the consignee without payment being made. The terms of this Agreement may only be changed through a written document executed by You and an authorized representative of C.H. Robinson.

2. Responsibility For Packaging and Completing Airbill. You are responsible for adequately packaging Your freight and properly filling out this Airbill. If You omit the number of packages and/or weight per package, our billing will be based on our best estimate of the number of packages we received and/or an estimated "default" weight per package as determined by us.

3. Responsibility For Payment. Even if You give us different payment instructions, You will always be primarily responsible for all delivery costs, as well as any cost we incur in either returning Your package to You or warehousing it pending disposition.

4. Limitations On Our Liability And Liabilities Not Assumed. Our liability for loss and/or damage to Your freight in connection with this shipment is limited to the lesser of (i) the actual replacement value of the freight, (ii) no more than \$0.50 per pound; or (iii) \$50 per package, unless You declare a higher value, pay an additional charge, and document Your actual replacement value loss in a timely manner. The declared value does not constitute cargo liability insurance. No claim may be submitted to us with a value of less than \$50. While we will endeavor to exercise commercially reasonable efforts to provide expeditious delivery in accordance with regular delivery schedules, we will not under any circumstance be liable for delays in pickup transportation or delivery of any shipment regardless of the cost of such delay. In any event, we will not be liable for any damage, whether direct, incidental, special, or consequential, in excess of the declared value of a shipment, whether or not C.H. Robinson had knowledge that such damages might be incurred, including but not limited to loss of income or profits. We won't be liable: (a) for Your acts or omissions, including but not limited to improper or insufficient packing, securing, marking, or addressing, or those of the recipient or anyone else with an interest in the package; (b) if You or the recipient violates any of the terms of our Agreement; (c) for loss of or damage to shipments of prohibited items; and/or (d) for loss, damage, or delay caused by events we cannot control, including but not limited to acts of God, perils of the air, weather conditions, acts of public enemies, war, strikes, civil commotions, or acts of public authorities with actual or apparent authority.

5. Declared Value Limits. If you declare a higher value, the highest declared value allowed for an individual shipment and our maximum liability for loss and/or damage, under any theory of liability, for an individual shipment is \$100,000. You may send more than one package on this Airbill and identify the total declared value for all packages, provided such total declared value does not exceed the \$100,000 maximum liability. In that case, our liability is limited to the actual value of the package(s) lost or damaged, but may not exceed the maximum allowable declared value(s) or the total declared value or the \$100,000 per shipment, whichever is less. You are responsible for proving the actual loss or damage.

6. Filing a Claim. All claims for overcharges must be made in writing to us at C.H. Robinson Company, Air Logistics Service Center, 1250 W. Artesia, Compton, CA 90220 within the period of ninety (90) days after the date of acceptance of the shipment by C.H. Robinson. 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 us at C.H. Robinson Company, Air Logistics Service Center, 1250 W. Artesia, Compton, CA 90220 within 15 days after delivery of the shipment with privilege to the carrier to make inspection of the shipment. Except as provided in herein, receipt by the consignee of the shipment without written

notification of damage on the delivery receipt shall be prima facie evidence that the shipment has been delivered in good condition. While awaiting inspection by carrier, the consignee must hold the shipping contents in the same condition they were in when damage was discovered. No claim will be entertained until all transportation charges have been paid. Claims may not be deducted from transportation charges or accessorial charges due to C.H. Robinson. We shall not be liable in any action brought to enforce a claim unless all claims procedures have been complied with and the action is brought within one year after the date that carrier disallowed all or part of the claim. Claims for loss or damages noted must be submitted within 90 days of receipt of goods to us at C.H. Robinson Company, Air Logistics Service Center, 1250 W. Artesia, Compton, CA 90220. Claims for non delivery must be submitted to us at C.H. Robinson Company, Air Logistics Service Center, 1250 W. Artesia, Compton, CA 90220 in writing within 90 days of expected delivery. Our payment of claim shall be subject to proof of actual damages suffered.

7. Right to Inspect. We may, at our option, open and inspect Your packages before or after You give them to us to deliver.

8. Right Of Rejection. We reserve the right to reject a shipment when such shipment would be likely to cause delay or damage to other shipments, equipment, or personnel; or if the shipment is prohibited by law; or if the shipment would violate any terms of our Airbill.

9. C.O.D. Services. The amount of Your c.o.d. to be collected from the consignee must be entered on our Airbill by You, with Your or Your agent's signature on the Airbill. The full amount of Your c.o.d. is payable only by certified check or money order made payable to You, unless You have authorized C.H. Robinson to collect the consignee's check payable to You. If You have written such authorization, our responsibility is then limited to exercising reasonable care and diligence in forwarding the check to You. Any charges for transportation or c.o.d. collection, or any other C.H. Robinson charge associated with a c.o.d. shipment, will be collected from the consignee and shall be made, prior to the delivery of such c.o.d. freight, by certified check or money order payable to C.H. Robinson and be separate from the check of Your c.o.d. amount. C.o.d. shipments refused or unclaimed by the consignee will be held by C.H. Robinson at destination and You will be notified. If proper disposition has not been received by C.H. Robinson, shipments refused or unclaimed by the consignee will be held by C.H. Robinson at destination and You will be notified. If proper disposition has not been received by C.H. Robinson within ninety (90) days of our notification to You, the shipment may be disposed of with the proceeds of disposition used by C.H. Robinson to pay all outstanding c.o.d. charges, storage charges, and other related charges, costs, expenses, and fees.

10. Air Transportation Tax Included. A federal excise tax when required by the International Revenue Code on the air transportation portion of this service, if any, is paid by us.

11. Use Of Other Carrier. Your shipment may be diverted to motor or other carrier as per tariff rule unless You expressly provide other instructions hereon.

12. Indemnity. You and consignee shall be liable, jointly and severally to pay or indemnify us for all claims, fines, penalties, damages, costs, or other sums which may be incurred, suffered or disbursed by us or the underlying carrier by reason of any violation of any of the rules contained in applicable tariffs or any other default of You or such other parties with respect to a shipment. Unless otherwise agreed upon in writing by C.H. Robinson, all parties (You, consignee, or third party) are equally responsible for the full payment in the event the designated payee fails to pay the bill. All charges are payable to C.H. Robinson at C. H. Robinson Company, PO Box 9121, Minneapolis, MN 55480-9121 in US dollars. The event of any suit arising under this contract, the prevailing party will be entitled, in addition to other remedies, reasonable attorney fees and costs. Unless otherwise agreed upon in writing by C.H. Robinson, payment terms to C.H. Robinson are Net 15 days - payments not received within 30 days of invoice date will be assessed a late charge of 1 ½% of the invoice amount. C.H. Robinson shall have a general lien on any and all property of You, consignee, or bill to party, in its possession, custody, or control or en route, for all claims for charges, expenses, or advances incurred by C.H. Robinson in connection with any shipments

by or to You, consignee, or bill to a third party and if such claim remains unsatisfied for thirty (30) days after demand for its payment is made, C.H. Robinson, C.H. Robinson may sell upon ten (10) days written notice, registered mail, to the You, consigned or a third party, the goods, wares, and/or merchandise, or so much thereof as may be necessary to satisfy such lien.

13. Special Handling. When scheduling a shipment with C.H. Robinson, if special handling requirements are not identified at time of scheduling but are required to complete the shipment, there may be additional charges to perform said special handling services. Special handling include but are not limited to inside delivery, liftgate, two man, white glove service, convention service, etc.

14. Cargo Screening. All cargo intended for air transport is subject to screening.

15. Hazardous Materials and Dangerous Goods. Unless You expressly identify otherwise as required herein, You certify to us that Your shipment does not contain Hazardous Materials as defined in the Code of Federal Regulations or Dangerous Goods as defined by international regulations and does not require a State Department license or U.S. Drug Enforcement Administration export permit. Shipments which do contain Hazardous Materials as defined in the Code of Federal Regulations or shipments of Dangerous Goods as defined by international regulations, will only be handled by C.H. Robinson if You present the proper Dangerous Goods Declaration and Material Safety Data Sheet. C.H. Robinson will charge a service and/or special handling fee in addition to all other charges.

16. Compliance With Regulations. You are charged with knowledge of and liability for compliance with all laws, regulations or customs for any country that the shipment is to transit and shall furnish to C.H. Robinson and all documents or information necessary to comply with such laws rules or customs. C.H. Robinson shall not be liable for any loss or expense due to the correctness or sufficiency or any documents or to a failure to comply with these provisions or for a refusal, warranted or unwarranted to transport a shipment due to such regulations or what C.H. Robinson believes in good faith to be such regulations.

17. Construction Of Terms And Venue. The foregoing terms and conditions shall be construed according to the federal common law of the United States of America. Unless otherwise consented to, in writing, by us, any legal proceeding against us shall be exclusively brought by You, Your assigns and/or subrogee in the state and/or federal courts in Minneapolis, Minnesota.