

## Jetco's Standard Terms and Conditions of Service.

These Terms and Conditions are also known as a Rules Tariff, Tariff, Rules Circular, Rules, and similar references. The term "Shipper" means the person(s) or entity(ies) desiring to have the goods transported, sending the goods, or otherwise liable as a shipper under law. This definition includes the exporter, importer, sender, receiver, owner, consignor, consignee, transferor, transferee, forwarder, broker, and/or any other agents or representatives of Shipper. It is the responsibility of all such parties to provide notice and copies of these Terms and Conditions to each other.

The term "Consignee" shall mean the person or party to whom the freight is to be delivered hereunder.

The term "Jetco" referenced in these Terms and Conditions refers to Jetco Delivery, L.L.C. or Jetco Heavy Haul, L.L.C., as applicable to the particular shipment and the particular authority under which services are being performed. Jetco Delivery, L.L.C. performs services by transporting cargo on equipment owned or leased to Jetco Delivery, L.L.C. under **MC-555157**. Jetco Heavy Haul, L.L.C. performs services by transporting cargo on equipment owned or leased to Jetco Heavy Haul, L.L.C. under **MC-660310**. Associated Acquisition Company LLC dba Jetco Delivery DFW, LLC performs services by transporting cargo on equipment owned or leased to Associated Acquisition Company LLC dba Jetco Delivery DFW, LLC under **MC- 996573**. When cargo is transported by an unaffiliated motor carrier, broker services are provided by Jetco Logistics, L.L.C. under **MC-584105** and subject to Jetco Logistics, L.L.C.'s Terms & Conditions.

Shipper and its agents consent to the use of Jetco's affiliated brokerage entity, Jetco Logistics, L.L.C., to broker loads that Jetco Delivery, L.L.C. or Jetco Heavy Haul, L.L.C. do not perform using their own equipment. Shipper and its agents expressly agree that they will not attempt to hold Jetco Logistics, L.L.C. liable in the capacity of a motor carrier. Shipper's insertion of Jetco or Jetco Logistics, L.L.C. (for a brokered load) as the carrier on a bill of lading or other document shall be for Shipper's convenience only and shall not affect the status of the actual motor carrier transporting the property or brokerage entity arranging for transportation. Shipper further consents to the use of Jetco's affiliates ("affiliate" shall mean another entity with common ownership, management, or facilities) to transport cargo under their motor carrier authority, and in the event such affiliate transports cargo, the transportation shall be subject to the respective affiliate's Rules Tariff and Terms & Conditions, which are available upon request.

Shipper and its agents further agree they will not attempt to hold Jetco Delivery, L.L.C., Jetco Heavy Haul, L.L.C., Associated Acquisition Company LLC dba Jetco Delivery DFW, LLC, or Jetco Warehouse LLC liable in the capacity of a broker, nor to attempt to make any claim against Jetco Delivery, L.L.C., Jetco Heavy Haul, L.L.C. or Jetco Warehouse LLC, respectively, in connection with transportation services performed by any other motor carrier. The carrier actually transporting the freight at issue ("Carrier") shall be the sole party responsible in the capacity of a motor carrier. Shipper and its agents agree Jetco Delivery, L.L.C., Jetco Logistics, L.L.C., Jetco Leasing, L.L.C., Jetco Holdings, L.L.C., Associated Acquisition Company LLC dba Jetco Delivery DFW, LLC, and Jetco Heavy Haul, L.L.C. do not engage in warehousing, and Shipper and its agents agree they will not attempt to hold the aforementioned entities liable for warehousing services provided by Jetco Warehouse, LLC, if any.

Jetco Delivery, L.L.C., Jetco Logistics, L.L.C., Jetco Warehouse, LLC, Jetco Leasing, L.L.C., Jetco Holdings, L.L.C., Jetco Heavy Haul, L.L.C., and Associated Acquisition Company LLC dba Jetco Delivery DFW, LLC are Texas limited liability companies, each of which (i) is solely responsible for its own debts and obligations, (ii) is not responsible for the debts and obligations of any other entity unless expressly agreed in writing, and (iii) is separate and distinct from, and not to be confused with, any other entity bearing a similar name or logo. Shipper agrees that Jetco shall not be liable, and Shipper will not attempt to hold Jetco liable, for the conduct of Jetco's affiliates or third parties. Similarly, Jetco's affiliates shall not be liable for Jetco's conduct, and Shipper agrees that Jetco and its affiliates are not engaged in a partnership, joint venture, joint enterprise, or similar venture.

In the event of any discrepancy or conflict between these Terms and Conditions and those of any customer or Shipper, these Terms and Conditions shall control, unless changes have been made by obtaining prior written approval in advance by the President or CEO of Jetco. These Terms and Conditions shall apply to all services Jetco provides to Shipper, and Jetco's affiliates are third party beneficiaries to these Terms and Conditions.

### I. PRICING TERMS

**1.1 General.** Quotes are based on information provided by the customer. Price is based on one driver per truck and dock-to-dock delivery. Unless otherwise specified, price includes 90 minutes of free time on each end for loading/unloading for tractor service, and 45 minutes of free time on each end for loading/unloading LTL (straight truck) service. Detention is calculated in 1/4 hour increments. Detention rate depends on the tractor/trailer combination used. Unless indicated above, the price excludes charges for detention time, per diem and additional stops. The quoted rate depends on the value, weight and dimension of the property described. Any changes to the actual dimension, description or weight of the load will result in revisions to the quoted price. For oversize/overweight loads, the price includes all required permits and escorts as required based solely on the description provided at the time of issuing the quote. Additional charges apply for weekend and priority service. All quotes are based on availability at the time the order is received. In order for a previously quoted rate to be valid, Shipper must refer to the quote number at the time of booking. Quoted rates are valid for 30 days, subject to fluctuations in fuel price and the other variables listed herein. The right is reserved to adjust quotes at any time, without notice, to account for changes in fuel price. Unless expressly indicated in writing, intermodal quotes exclude chassis rental charges in those cases where steamship lines do not provide the chassis at their cost.

**1.2 Intermodal Shipments.** Jetco does participate in the Uniform Intermodal Interchange Agreement (UIIA). All trailer use and per diem charges incurred will be assessed to Shipper and include an additional administration fee. Jetco is not responsible for trailer use, per diem, claims, theft, or loss value for equipment dropped at Shipper's facilities.

**1.3 Steamship Line and Third Party Equipment.** Use of steamship line or third party equipment (chassis, containers, flat racks, ISO tanks, etc.) shall be subject to the steamship line or third party's equipment interchange agreement, including allowances for free time, per diem charges, chassis splits, Maintenance and Repair (M&R) charges, and all other charges incurred. Shipper will be responsible and billed for all charges incurred from the use of steamship line or third party equipment, plus an additional administrative charge. Shipper shall pay all valid charges without delay.

**1.4 Chassis Splits.** When container chassis is not located at the same location as the container to be transported, chassis split charges may be assessed.

**1.5 Dunnage, Stripping and Packing.** Dunnage, Stripping and Packing shall not be provided unless requested by Shipper and Jetco agrees to provide them in writing. Rates do not include the cost of any Shipper mandated materials for temporary blocking, bracing, stripping, saddles, dunnage, or supports, including pipe racks and stakes, required to protect the freight and make it secure for transportation. At the request of the Shipper, such materials can be furnished at an additional charge.

**1.6 Tarps and securement.** Tarps and coverings shall not be provided unless requested by Shipper in writing and Jetco agrees to provide such tarps or coverings in writing. Rates do not include tarps or other covers. When tarps or other types of covering are provided, additional charges will be assessed. Jetco shall not be liable for water damage nor any other damage that could have been prevented by use of tarp or covering, unless Shipper requested the appropriate tarp or covering in writing and Jetco agreed to provide such tarp or covering in writing.

Shipper is required to provide all securement instructions in writing. Unless Shipper provides securement instructions, Jetco shall secure cargo as assessed by Jetco's driver, and Shipper's release of the cargo from Shipper's facility/site shall serve as Shipper's approval that the cargo is properly and adequately secured. Jetco shall not be liable for Shipper's failure to provide securement instructions in writing, and Jetco shall not be liable for the manner cargo is secured at Shipper's facility/site. If Shipper is not satisfied with the manner of securement, Shipper shall provide instructions to Jetco's driver and confirm those instructions to Jetco via email immediately. After Shipper provides instructions to Jetco's driver, if Shipper is still not satisfied with securement of the cargo, Shipper shall instruct the driver to remain at Shipper's facility/site, and Shipper shall contact Jetco immediately via email to resolve the securement issue.

**1.7 Stop-Offs.** Stop-off charges may be assessed when Jetco is required to pick up from multiple origins or deliver to multiple destination locations.<sup>11/11/11</sup>

**1.8 Attempted Pickup.** When Jetco is requested to dispatch a vehicle to a point designated by the Shipper, and such vehicle is furnished but not used, due to no fault of Jetco, an attempted pickup charge and fuel surcharge will be assessed.

**1.9 Attempted Delivery.** If, through no fault of Jetco, a shipment is rejected wholly or in part by Consignee, Shipper shall be responsible for all freight charges as though the shipment had been accepted by Consignee. In addition, the rejected shipment will be returned to the point of origin or other location designated by Shipper. The return of the rejected shipment shall be treated as a new shipment, and Shipper shall be responsible for all freight charges. If Shipper subsequently requests Jetco to re-deliver the shipment, the re-delivery shall also be treated as a new shipment and rated accordingly.

**1.10 Weighing.** Jetco reserves the right to weigh any shipment for the purpose of verifying weight for revenue billing and for conformance with federal, state, or municipal law regarding maximum weight. When a vehicle is weighed, either empty or loaded, at the request of the Shipper or Consignee, a weigh charge will be assessed for each time the vehicle is weighed. Shipper shall at all times have sole responsibility to ensure shipments comply with the terms of the International Convention for the Safety of Life at Sea ("SOLAS"), as applicable.

## **II. SHIPMENTS**

**2.1 Laws.** Laws and regulations are subject to change and may affect quote. All permit costs along with time to obtain permits could change and if so will be communicated at time of order. There is no guaranty as to how long it may take for a permit authority to issue a permit, and Jetco is not responsible for any costs associated with delays in transit due to permit office delays or any other governmental intervention. Shipper shall ensure that Jetco has all the information and documentation necessary to comply with the laws and regulations of any country in, through, or which the shipment will be transported.

**2.2 Distance Computations.** When shipments move under special permits required by and obtained from a state, municipal, or other governmental agency that specifies the route to be traveled by the motor vehicle, the mileage to be used for rate calculations shall be the mileage traveled via the route specified in the permits. A change in dimensions may change the route and rate.

**2.3 Hazardous Materials.** Shipper accepts all U.S. Department of Transportation requirements governing hazardous materials. Among other requirements, the Shipper must provide the Hazmat information on the Bill of Lading, including the Shipper's certificate containing all required information such as emergency response number and hazardous material information, and affix any required placards before or at the time that the shipment is tendered. Failure to comply with these requirements will relieve Jetco of any and all liability for loss or damage directly or indirectly caused to or by the hazardous materials. Any misdeclared hazardous materials may be warehoused at the Shipper's risk and expense, or destroyed without compensation. Unless otherwise specified, quotes do not cover hazardous material or cargo containing hazardous material as defined by the US DOT. Shipments of hazardous materials will be subject to an additional charge. Shipper shall be liable for all costs and expense, including but not limited to clean-up, storage, and hourly rates of Jetco staff, for incidents arising from leakage, release, or exposure from hazardous materials.

**2.4 Overweight & Overdimensional Liability.** Shipper shall provide weight and measurement for all shipments. Advance written notification by Shipper of overweight and overdimensional shipments is required. Jetco may take whatever actions are necessary to bring equipment into compliance. If the weight or measurements of the goods as delivered are different from Shipper's representations, or if pick-up or delivery time or location is changed by Shipper, Jetco will not be responsible for fines, permit fees, or penalties assessed by any agency. Any fines or expenses resulting from overweight shipments, in addition to any permit fees, will be included in the invoice and charges to be paid for the shipment. Additionally, Jetco's rates, charges, and fees are subject to change and will be included in the invoice and charges to be paid to Jetco. Shipper shall at all times have sole responsibility to ensure shipments comply with the terms of the International Convention for the Safety of Life at Sea ("SOLAS"), as applicable.

**2.5 Direct Discharge.** Direct discharge is not included and rates do not include additional charges related to direct discharge (dock expense, wharfage, stevedore charges, terminal charges, etc.). Loads transferred directly to/from ships, barges, or other marine vessels ("direct discharge") shall be subject to additional charges.

**2.6 Utility Assistance.** Unless specifically indicated otherwise, costs for utility assistance such as telephone, cable, power company, and DOT/Municipal Signal Shops are not included. If required, these services will be invoiced as additional to this quote, at cost plus an administrative fee.

**2.7 Packing and Sealed Shipments.** Jetco will not be responsible for shortage on shipments which are

banded, strapped, netted, shrink-wrapped or otherwise secured to bins, pallets, platforms or skids. Jetco will only be responsible for the number of bins, pallets, platforms or skids on such shipments to the extent that such units can be reasonably counted. Jetco will not be liable for damaged goods not clearly marked fragile or glass. Jetco shall not be liable for shortage or damage to sealed shipments. Shipper and the third-party performing the packing, sealing, crating, and securement in the crate or other packaging shall comply, at a minimum, with industry standards applicable to same. Jetco will not be responsible for packing, sealing, crating, or securing the goods within the crate or other packaging. Jetco will not be liable for damages of any kind arising from or related to improper packing, sealing, crating, or securement of the goods within a crate or other packaging by Shipper or another third-party. SHIPPER SHALL INDEMNIFY, DEFEND, AND HOLD JETCO HARMLESS AGAINST ANY AND ALL LOSSES, LIABILITIES, CLAIMS, DEMANDS, OR CAUSES OF ACTION WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, ALL COSTS, EXPENSES, AND ATTORNEYS' FEES) ARISING OUT OF OR IN ANY WAY RELATED TO THE IMPROPER PACKING, SEALING, CRATING OR SECUREMENT OF THE GOODS WITHIN A CRATE OR OTHER PACKAGING BY THE SHIPPER OR A THIRD-PARTY. THIS INDEMNIFICATION, DEFENSE, AND HOLD HARMLESS OBLIGATION SHALL APPLY WHETHER DUE TO THE SOLE OR CONCURRENT FAULT OF SHIPPER OR A THIRD-PARTY.

**2.8 Crated Shipments Certification.** Prior to the commencement of any crated load, Shipper will execute and deliver to Jetco a certification provided by Jetco that furnishes information related to the contents and securement of crated cargo. Shipper understands and agrees that Jetco reserves the right to reject any crated shipment unless and until Shipper executes and delivers the certification described in this Section. In the event Jetco does not use or require such certification or in the event Jetco receives the certification and loss or damage is caused by the improper packing, sealing, crating, or securement of the goods within a crate or other packaging, the Shipper and/or other third-party shall remain solely liable for such loss or damage. Use or non-use of such certification does not create any duty or liability on the part of Jetco with regard to packing, sealing, crating or securement of the goods within a crate or other packaging or damage arising therefrom.

**2.9 Salvage.** If goods are rejected, including overage, Jetco will have the right to sell or dispose such goods. This also applies to property transported by Jetco which is damaged or alleged to be damaged and is, as a consequence, not delivered or is rejected or refused upon tender to the owner, Consignee, or person entitled to receive such property. In any event, salvage value of the cargo shall be deducted from claims for loss or damage to cargo.

### III. LIMITATIONS OF LIABILITY

**3.1 Jetco's Limitation of Liability.** Jetco's rates are based on the below described Release Value. Unless otherwise agreed in writing as specifically set forth herein, all shipments are released to a maximum value of \$2.50 per pound for the actual weight of the damaged or lost portion of the shipment, subject to a maximum liability of \$100,000 per shipment ("Release Value"). In no event shall liability be greater than the actual value of lost or damaged articles less salvage. Jetco's liability for cargo loss or damage will not exceed \$2.50 per pound or \$100,000 per shipment unless Shipper requests an increase in legal liability by a.) submitting a written request for a higher Release Value before the shipment is tendered to Jetco, b.) paying an additional charge based on the increased Release Value, and c.) obtaining written confirmation of the higher Release Value from the President or CEO of Jetco. DRIVERS ARE NOT AUTHORIZED TO AGREE TO HIGHER RELEASE VALUE.

**3.2 No liability for Concealed or Consequential damages.** JETCO IS NOT RESPONSIBLE FOR HIDDEN OR CONCEALED DAMAGE. JETCO WILL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS, OR BUSINESS OPPORTUNITY, ATTORNEY FEES OR PUNITIVE AND EXEMPLARY DAMAGES) INCURRED OR SUFFERED BY THE SHIPPER AS A RESULT OF SHORTAGE, DAMAGE OR DELAY, EVEN IF JETCO IS NOTIFIED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING. JETCO WILL NOT BE LIABLE FOR PENALTIES OR CHARGES CLAIMED BY SHIPPER, SHIPPER'S CUSTOMER, OTHER PARTIES SHIPPER HAS CONTRACTED WITH, OR THIRD PARTIES.

**3.3 Inadvertence Clause.** If a Shipper declares a value exceeding \$2.50 per pound or \$100,000 per truckload on any bill of lading without obtaining written approval from the President of Jetco, the shipment will not be accepted, but if the shipment is inadvertently accepted, the parties agree that these Terms and Conditions control with respect to any conflicting language in any other agreement or document and the shipment will be considered as being released to a value of \$2.50 per pound for the actual weight of the damaged or lost portion of the shipment, subject to a maximum liability of \$100,000 per shipment, and the shipment will move subject

to such limitation of liability.

**3.4 Commodity Limitations.** Jetco does not hold out to transport jewelry, manufactured tobacco products, ammunition, objects d'art, currency, documents, or items of unusual value or rare metals. Unless otherwise indicated herein or agreed to by contract signed by an officer of Jetco (Drivers have no authority), Jetco does not provide temperature-controlled service.

**3.5 Reasonable Dispatch and Special/Consequential Damages.** Notwithstanding the fact that an estimated delivery date may be provided or that a specific date and time may be requested, transportation services are not required to be performed by a particular schedule or in time for a particular market, but the responsibility for providing transportation services on a shipment is solely with reasonable dispatch, as that term is defined at common law. It is agreed that Jetco shall not be responsible for special or consequential damages resulting from delayed delivery.

**3.6 No liability for SOLAS.** In no event shall Jetco be liable for fines, penalties, costs, expenses or other damages resulting from Shipper's failure to comply with the terms of SOLAS.

**3.7 Cargo Drop Liability.** Shipper shall ensure that any cargo, containers, chassis, or other equipment tendered to Shipper or the delivery point and remaining at the Shipper's facilities or the delivery point after delivery (for unloading or loading) shall be secured and handled in a manner to prevent theft, loss, or other damage. Jetco will not be responsible for stolen, lost, or damaged cargo, containers, chassis, or other equipment after such items have been delivered and are not in the physical possession of Jetco; Shipper will be fully liable for theft, loss and damage to all cargo, containers, chassis, and other equipment after such items have been delivered. Shipper will reimburse Jetco for any costs Jetco pays or incurs with regard to theft, loss, or other damage to cargo, containers, chassis, or other equipment occurring after Jetco delivers the shipment, including, but not limited to property loss or damage and per diem.

**3.8 Liability for replacement services and other costs.** With respect to any damages arising from delayed or defective transportation of the shipment (other than liability for loss or damage to cargo, which is set forth herein) including, but not limited to, the cost of replacement services, Jetco's liability shall be limited to Jetco's freight charges for the shipment at issue.

**3.9 Liability of Jetco.** JETCO WILL NOT BE LIABLE TO THE OWNER OF PROPERTY FOR LOSS OR DELAY CAUSED BY (1) an act of default of the Shipper, owner or consignee; (2) any act of any third party motor carrier; (3) any act of any affiliated or unaffiliated freight broker; and (4) freezing or spoiling of any perishable goods or property or for natural shrinkage.

#### **IV. GENERAL**

**4.1 Force Majeure; Conflict.** Jetco shall not be liable for failure to perform any obligation resulting from circumstances beyond its control, including but not limited to any force majeure, mechanical breakdown, act of God, riot, war, terrorist act, civil disturbance, fire, explosion, flood, strike, lock-out, labor disturbance, or any other cause outside of the reasonable control of Jetco.

**4.2 Advancing Charges.** Jetco may advance for collection from Shipper, owner or Consignee, lawful charges of connecting air, rail, water, or motor carrier; storage and other lawful charges on property stored in public warehouse or other storage; dock, pier, wharf or stevedore fees and charges, advance charges for rigging, crane service and in bond or customer house charges; and other lawful charges that may be associated with the transportation of the freight. Such charges will be paid by Jetco and billed to the Shipper or Consignee at actual cost plus administrative fees determined by Jetco.

**4.3 Bills of Lading.** The terms and conditions of Jetco's Bill of Lading will apply notwithstanding the use by Shipper of any other bill of lading or shipping document. DRIVERS ARE NOT AUTHORIZED TO BIND JETCO TO NON-CONFORMING BILLS OF LADING AND EXECUTE BILLS OF LADING WITH ALTERNATIVE TERMS AND CONDITIONS AS RECEIPTS FOR THE SHIPMENT ONLY. Consignee's receipt and/or signature of the Bill of Lading without notation of damages shall be dispositive evidence that the cargo was delivered in good condition.

**4.4 Shipper Load and Count.** All shipments shall be loaded by the Shipper and unloaded by the Consignee. Inadvertent omission of an SLC notation shall not result in a presumption of Jetco's liability for shortage or

damage (in the absence of upset or accident) where the driver was either not present or not allowed to observe the loading and unloading.

**4.5 Invoices.** As a convenience to Shipper, all Jetco invoices are processed by Jetco Delivery, L.L.C. Jetco Delivery, L.L.C.'s administrative support in issuing invoices shall not alter Jetco Delivery, L.L.C.'s role in connection with a particular shipment, as the act of invoicing is a purely administrative function performed independent of transportation services. In the event of a loss, Shipper's claim and any remedies shall be directed to, and the sole responsibility of, the carrier performing transportation services for the particular shipment at issue, to the extent of any claim for loss, damage or delay. Delivery receipts and proofs of delivery will be provided upon specific request in accordance with the provisions of these Terms and Conditions.

**4.6 Collection and Payment of Charges.** Payment will be due within 30 days of invoice. In consideration for transportation services performed for the mutual benefit of the Shipper and Consignee under the Terms and Conditions set out herein, both Shipper and Consignee shall assume joint and several liability for all freight charges accrued with regard to such transportation. In the event that freight bills are not paid by either the Shipper or the Consignee, payment for such charges may be sought from either party or both parties, regardless of contrary notations on the Bill of Lading or contained in a contract with a broker or freight forwarder. Nonrecourse provisions, prepaid designations, collect designations, and related terms on bills of lading shall not be given effect.

**4.7 Payment Without Offset.** Shipper and/or Consignee shall pay all freight charges when due without offset for any cause, including but not limited to, cargo claims. All claims for loss or damage shall be governed by these Terms and Conditions and neither Shipper nor Consignee shall deprive Jetco of proper cargo insurance adjustment by unilateral deduction of claims from payment of freight charges due. In the event that Shipper or its agents "short pay" freight charges or deduct charges from freight bills without Jetco's authorization to do so in writing, prior to the deduction, Shipper and its agents waive their right to any contested cargo claim that is set-off against freight charges.

**4.8 Interest and Fees on Past Due Accounts.** Jetco will assess one and one-half percent (1 1/2%) interest per month beginning on the 30th day after payment is due. In no event does Jetco seek greater interest than allowed by applicable law, as it is the intent of Jetco to comply with the maximum rate of interest laws. In the event Jetco deems it necessary to retain the services of legal counsel to collect any outstanding indebtedness, Shipper shall pay attorneys' fees, collection service fees and court filings fees in the amount of \$500.00 or thirty-five percent (35%) or the actual costs and fees incurred, whichever is greater.

**4.9 Lien for Freight Charges.** Shipper hereby grants Jetco a lien on the goods tendered to Jetco by Shipper or consignor (including proceeds of such goods tendered to the Jetco), which shall survive delivery, to secure payment of all charges owed by Shipper to Jetco, including, but not limited to, freight, demurrage, detention, damages, loss, charges, expenses, collection costs, and any other sums (including costs, customs fees, attorney fees, and other fees for recovery of the sums) chargeable to Jetco or Shipper in connection with such goods or the transportation of such goods, regardless of whether the charges relate to goods that are presently in the possession of Jetco or goods that are not presently in the possession of Jetco, including both prior and subsequent shipments. Jetco shall have the right to sell the goods by public auction or private sale in order to enforce the lien, upon giving the notice required by the Texas UCC then in effect at the time. If on sale of the goods, the proceeds are insufficient to cover the amount owed, Jetco shall be entitled to recover the balance from Shipper. Shipper agrees that any sale by Jetco shall be commercially reasonable, and Shipper waives all claims that a sale of goods is not commercially reasonable. Shipper further agrees to execute any other document necessary for Jetco to perfect its lien.

**4.10 Mexican Shipments.** Jetco assumes no liability for cargo loss, shortage, or damage to shipments while in the United Mexican States ("Mexico"). Shippers are advised that liability for cargo loss in Mexico differs from U.S. law (49 U.S.C. § 14706) and the special arrangements with the Mexican carrier participating in any trans-border movement is not Jetco's responsibility. Clear bills of lading showing safe and damage-free delivery between the U.S./Mexican borders at the pickup or delivery points in the U.S. will be evidence of Jetco's proper discharge of its cargo responsibility. In the event it is determined that Jetco is liable for loss, damage or delay occurring in Mexico, Jetco's maximum liability will be the rate affixed under the laws of Mexico for domestic shipments within that country.

**4.11 Claims Processing.** Claims for loss, damage, or delay to cargo shall be filed in accordance with 49 C.F.R. § 370 and Jetco's Bill of Lading. All cargo claims are waived if not filed within 9 months of the date of delivery or expected delivery. Written notice of any patent damage to cargo shall be provided to Jetco

immediately, and not later than 3 days after delivery. Written notice of latent damage shall be provided to Jetco upon discovery, and, in any event, not later than 15 days after delivery. Any suit to recover loss or damage to cargo must be filed no later than 2 years after the claim is denied. Any other claims must be filed within 2 years of the event giving rise to the claim, or else such claims are waived. Shipper shall notify Jetco of all known material details within 91 days of receiving notice of any claims other than cargo loss or damage claims, or else such claims are waived, and shall update Jetco promptly thereafter as more information becomes available.

**4.12 Disposition of Contested Cargo Claims.** Unless the parties agree to voluntary alternative dispute resolution, disputed claims will be subject to 49 U.S.C. §14706 (the Carmack Amendment) subject to any applicable released evaluation. Claimant waives any right to set-off or offset of contested and unliquidated cargo claims against freight charges otherwise due to Jetco as a precondition of service. Claimants agree to forfeiture of any contested claim asserted by it as a set-off after notice and demand for freight charges.

**4.13 Venue and Jurisdiction.** This agreement shall be construed to have been entered in Harris County, Texas, and performable in Harris County, Texas. Jetco is based out of Texas, from where it communicates, performs services and invoices are sent. All payments are to be made in Texas and all parties consent to the jurisdiction of Texas and to venue in Harris County, Texas. It is expressly acknowledged and agreed that any suit arising from the payment or collection of freight charges shall be filed in the appropriate state or federal court in Harris County, Texas.

**4.14 No Responsibility for Governmental Requirements.** It is Shipper's responsibility to know and comply with all the classification, valuation, marking and other Custom's requirements, laws, regulations and ruling enforced by the U.S. and any country having jurisdiction over a shipment, the laws and regulations of any applicable governmental agency, including but not limited to the U.S. Food and Drug Administration, and all other requirements, laws and regulations of any applicable country or governmental agency. Jetco will not be responsible for action taken or fines, liquidated damages or penalties assessed by any governmental agency against the shipment because of the failure of Shipper to comply with any such laws, rulings, requirements or regulations of any country or governmental agency or with notification issued to Shipper by any such agency.

**4.15 Waiver.** To the extent that terms and conditions herein are inconsistent with the Carmack Amendment, 49 U.S.C. 14706 or Part (b), Subtitle IV, of Title 49 U.S.C. (ICC Termination Act of 1995), the parties expressly waive such rights and remedies that they may have under such laws.

**4.16 Entire Agreement.** These terms and conditions and Jetco's Bill of Lading constitute the entire contract between Jetco and Shipper and only the President or CEO of Jetco has authority to alter, modify or waive any provision herein, excepting that the rate stated may be modified by Jetco to conform to the services Jetco provides.