

TERMS AND CONDITIONS OF TRANSPORT

1. The purpose of this agreement is to set forth the terms and conditions under which the transportation services will be provided by the Eaborn Trucking (Carrier). The Terms and Conditions located on the Eaborn Trucking website at EabornTrucking.com Terms and Conditions tab contains the most recent revisions and updates, and supersedes and cancels all prior Terms and Conditions of Transport. Shipper agrees that the goods herein described are accepted in apparent good order, except as noted and are prepared, including each shipment is legibly and durably marked with the name, address and Zip Code of both shipper and consignee and packed by the shipper for safe transportation with ordinary care in handling (contents and conditions of packages unknown). In tendering this shipment, shipper agrees to the terms and conditions of this agreement. Rates and service quotations by our employees and agents are based upon information provided by the caller requesting service, but final rates and service may vary based upon the shipment(s) actually tendered. Special handling is not provided for packages bearing "fragile" or orientation markings (i.e. "UP" arrows or "THIS END UP" markings). No agent or employee of Carrier or any other person or party may alter or modify these terms and conditions. Carrier makes no warranties, expressed or implied, and disclaims any and all warranties.

By the Shipper tendering a shipment to the Carrier for transport with an executed Bill of Lading constitutes execution and acknowledgment of these Terms and Conditions by the Customer.

2. **LIMITATION OF LIABILITY** - Carriers' liability of the loss, damage or non-delivery of a shipment shall be limited to the actual value of the shipment or the declared value of the shipment, whichever is less. Each shipment will be deemed to have a maximum declared value of \$50,000 unless a higher value is declared in the Excess Cargo insurance section of the Delivery Receipt or a Cargo Coverage Agreement is properly executed and in effect prior to Carriers' acceptance of the shipment. If a value greater than \$50,000 is declared, an excess declared value charge will be assessed on a shipment by shipment basis. The maximum highest value is \$100,000 without prior approval. Higher limits are available with prior approval.

The liability of Carrier is limited to the declared value of the shipment or the amount of loss or damage actually sustained, whichever is lower. Any effort to declare a value in excess of the maximums allowed in this agreement is null and void.

Carrier is not liable for loss, damage, delay, mis-delivery or any failure to provide information not caused by its own negligence or any loss, damage, delay, mis-delivery caused by the act, default or omission of the shipper, consignee, or any other party who claims interest in the shipment, the nature of the shipment or conditions of contract contained in this delivery receipt, including, but not limited to improper or insufficient packing, securing, marking or addressing or failure to observe any of the rules relating to shipments not acceptable for transportation or shipments acceptable only under certain conditions, events Carrier cannot reasonably foresee or control including but not limited to acts of God, perils of the air, public enemies, public authorities acting with or apparent authority, authority of law, acts or omissions of customs or quarantine officials, riots, strikes or other local disputes, civil commotions, hazards incident to a state of war, weather conditions or mechanical delay of vehicles (road or air) or acts or omissions of any person other than Carrier including compliance with delivery instructions from the shipper or consignee. Carrier shall not be liable for the loss of articles loaded and sealed in packages by the shipper, provided the seal is unbroken at the time of delivery and the package retains its basic integrity. Carrier liability for delay in delivery of any such shipment shall be limited to the value of the transportation charges for such shipment. Due to the nature of the business, Carrier will not be liable except as provided herein, for failure to deliver by a stipulated time or date.

Shipments tendered to Carrier that are not properly prepared for transport are strictly the shipper's responsibility for cargo damage and not the responsibility of the Carrier. The shipper is responsible to the Carrier for all incidental or consequential damages that the Carrier incurred while transporting a shipment not properly prepared for transport.

CARRIER SHALL NOT BE LIABLE IN ANY EVENT FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS, INCOME OR BUSINESS OPPORTUNITY WHETHER OR NOT COMPANY HAD KNOWLEDGE THAT SUCH DAMAGES MAY BE INCURRED.

3. **CLAIMS** - As a condition pursuant to claim recovery, shipper must notify Carrier in writing within 15 days after occurrence of any loss, damage, shortage or delay and must furnish proof of said loss, damage, shortage or delay within 30 days after the loss, damage, shortage or delay in writing to Carrier. Failure to give notice of loss, damage or delay and proof of such within the time specified will result in the claim not being honored. Carrier must receive your written notice of any claim due to non-delivery or mis-delivery within the

30 days after Carrier accepted the shipment. Proof of loss, damage, shortage or delay shall provide ship date, names and addresses of consignee and consignor, shipment number, if applicable, pieces and shipment weight, the nature and description of the shipment contents and the loss, damage, shortage or delay that occurred. No claim for loss, damage, shortage or delay shall be entertained until all transportation charges have been paid to the carrier. The amount of any claim may not be deducted from the transportation charges. Receipt of the shipment by the consignee without written notification of loss, damage, shortage or delay on the delivery receipt shall be prima facie evidence that the shipment was delivered timely in good condition, except that in cases of concealed damage, which was not discovered at the time of delivery, the shipper shall notify Carrier in writing as promptly as possible after the discovery thereof and in any event not later than 15 days from the date of the delivery. The shipper must make the original shipping containers and packing available for inspection by Carrier. Claims for overcharges and refunds must be made within 6 months of the billing date.

Upon payment for any loss, the carrier or its assignee shall become subrogated to all rights and remedies, if any, of the shipper in respect to such loss. Delay, whether inadvertent or negligent, shall not be considered a loss. Carrier assumes no liability for delay beyond its control. The right to damages against Carrier shall be extinguished unless an action is brought within six months from the date of delivery of the shipment or from the date on which the shipment should have been delivered.

4. **ALL SHIPMENTS ARE SUBJECT TO INSPECTION BY CARRIER** including, but not limited to, opening the shipment. However, Carrier is not obligated to perform such inspection.

5. Notwithstanding the shipper's instructions to the contrary, the shipper shall be primarily liable for all costs and expenses related to the shipment of the items and for costs incurred in either returning the shipment to the shipper or warehousing the shipment pending disposition.

6. **CREDIT** is extended on a net 30 day basis. After 30 days, unpaid account balances shall accrue interest at the rate of 1 1/2 percent per month and be subject to payment of all costs of collection, including attorneys fees.

7. **LIEN ON GOODS SHIPPED** - Carrier shall have a lien on all goods shipped for all freight charges, advances and other charges or prior services rendered of any kind arising out of the transportation hereunder and may refuse to surrender possession of the goods until such charges are paid.

8. **ADDRESS CORRECTION** - In the event a recipient's address is found to be incorrect, Carrier will attempt to find the correct address and complete the delivery as expeditiously as possible. Carrier will not be responsible for the delay of any shipment with an incorrect address. Additional delivery charges may apply based upon the ultimate delivery destination.

9. **IF UNDELIVERABLE SHIPMENT(S)** occur for any reason, Carrier will attempt to notify the customer (party paying transportation charge) of the situation. When the customer cannot be contacted, the shipment will be returned to the Carrier's Terminal and stored until the customer is reached and further instructions are provided to Carrier for final disposition of the shipment. Re-delivery charges will be assessed from the terminal to the shipment's final destination each time a re-delivery is attempted whether the shipment is accepted or not by the consignee. Shipment will be considered undeliverable when there is no responsible (receiver's signature unobtainable) person to accept the shipment at the consignee's location.

10. **DELIVERY RECEIPT OMISSION** - Customers are responsible for ensuring the accuracy of all sections of the delivery receipt. If the delivery receipt is incomplete or completed inaccurately, Carrier will make certain assumptions, without recourse of any kind by any party who claims interest in the shipment, in order to deliver the shipment. If no one is indicated as responsible for billing, Carrier will assume the shipper. The quantity, weight and complete address of the shipment is critical to our ability to correctly bill our customers, any omission of this will result in a billing based on our best efforts to discern information received from the driver providing the delivery and our customer. Carrier assumes no liability for a customer's dispute of billing.

11. **FUEL/INSURANCE SURCHARGE** is necessary due to the potential for significant fluctuations in the market for insurance or vehicle fuel, which gives Carrier the right to assess a surcharge on shipments without notice. Any such surcharge will be applied in an equitable manner to all shipments having similar characteristics and will be applied for such periods as Carrier may determine necessary.

THE RATE QUOTED AND BILLED IS INDIVIDUALLY DETERMINED BY THE SHIPMENT TRANSPORTED.