



**A.I.R. INC – USA DBA M2 TRANSPORT
CONDITIONS OF CONTRACT OF CARRIAGE**

1. Shipment Tender. In tendering this shipment, the shipper agrees to these Conditions of Contract of Carriage, which no agent employee of the parties may alter, and that this shipping document is non-negotiable and has been prepared by the shipper. The shipper certifies and represents that the information inserted on the face of this shipping document is complete and accurate. It is agreed among the parties that the conditions of contract carriage for this shipment are governed by M2 TRANSPORT tariffs, available for inspection at the M2 TRANSPORT Corporate office which are hereby incorporated into this contract. Note: NOTE: Shipper in this contract means the party, from whom the shipment is received, and any party who requested the shipment be transported by M2, any party having an interest in the shipment, and any party who acts as an agent for any of the above. This includes the exporter, sender, receiver, owner, consignor, consignee, transferor or transferee or the shipments or the agent thereof. Except to the extent of any written contract between shipper and M2, this shipping document supersedes and negates claimed, alleged or asserted oral agreement, promise, representation or understanding between the parties with respect to this shipment. Rules are available at www.M2TRANSPORT.COM

2. Accuracy of Information. Shipper warrants and represents to M2 TRANSPORT that the information set forth on the face of the waybill is complete and accurate; that each package and/or article in this shipment is properly and completely described on this shipping document and is adequately packaged to protect the enclosed goods to ensure transportation with ordinary care in handling; is properly classified, described, packaged, marked and labeled and is in proper condition for transportation according to the applicable regulations of the U.S. Department of Transportation and the Transportation Security Administration, including without limitation all regulations governing the transportation of hazardous materials. Shippers violation of any of these warranties will excuse M2 TRANSPORT from any liability whatsoever for damage to any item(s) incurred as a result of violation and shall also cause Shipper to be liable to M2 TRANSPORT for all claims, fines, penalties, damages, costs other sums, including reasonable attorneys' fees, incurred by M2 TRANSPORT as a result of such violation.

3. Acceptable Goods. At time of delivery, the consignee must note on the delivery receipt any exceptions to the condition of the shipment or the shipping containers. M2 TRANSPORT shall not be liable for concealed damage not noted on the delivery receipt unless Shipper is able to prove that such loss or damage occurred while the Shipment was in M2's possession. In addition, M2 TRANSPORT shall not be liable for i) damage to exterior packaging and outside shipping containers, ii) damage/loss to articles that are adequately packaged but shipped in unenclosed containers marked to insure safe transportation with ordinary care in handling unless mishandling and/or loss is evident and is so noted on the delivery receipt at time of delivery, or iii) damage to fluorescent tubes, neon lighting, neon signs, X-Ray tubes, glass or other inherently fragile items. Note, a clear delivery receipt shall prima facie evidence of ordinary care in handling and receipt of the shipment in good condition. Any claim for damage to consignee's premises incurred during delivery will be deemed untimely unless noted on front hereof or reported to the delivering carrier within 24 hours of delivery. Failure of the consignee to notify M2 TRANSPORT, Inc. Corporate Office of any such damage in a timely manner will be grounds declination of any such claim; and the consignee will be barred from pursuing any such claim in a court of or otherwise. In order for M2 TRANSPORT to consider any claim, M2 TRANSPORT must be allowed the privilege to make inspection of any property damage.

4. Consequential Damage. M2 TRANSPORT SHALL NOT BE LIABLE IN ANY EVENT FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, INCOME, INTEREST, UTILITY, OR LOSS OF MARKET, WHETHER OR NOT M2 TRANSPORT HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.

5. Guarantee Consequences. Due to the inherent nature of the transportation business, M2 TRANSPORT does not guarantee pick up, transportation, or delivery by a special date or a special time, and shall not be liable for the consequences of failure to do so.

6. Claim Filings Time Frames. Overcharge claims must be filed in writing with M2 TRANSPORT at the address shown on the front of this waybill within 180 days of Shipper's receipt of the original bill form M2; and, provided that such a claim has been timely filed, any action or proceeding by shipper against M2 TRANSPORT to recover such charges shall be commenced not more than eighteen (18) months after shipper's receipt of M2's applicable invoice. Claims for loss or damage must be filed in writing with M2 TRANSPORT within nine (9) months after the delivery of the Shipment, except that claims for failure to make delivery must be filed within nine (9) months after a reasonable time for delivery has elapsed. In addition, written notice must be given to M2 TRANSPORT of concealed damage/loss claims (e.g. claims for loss or damage discovered after delivery and after a clear delivery receipt has been given) within two (2) business days of the delivery thereof. In the case of claims for loss or damage to Shipment(s), M2 TRANSPORT must be allowed the privilege to make inspection of the Shipment(s) and their container(s) and packaging material(s) at the place of delivery. Verbal notice must be given to M2 TRANSPORT of any claim for damage to perishables within 48 hours of delivery. Formal Claims and notices shall be filed with M2 TRANSPORT at 3401 Norman Berry Drive, Suite 270, Atlanta, GA 30344.

7. Claims Process Misc. No claims will be considered until all transportation charges have been paid. Claims may not be deducted from transportation charges and no claims may be deducted from any other charges owed to M2.

8. Excess Charge Valuation. Unless a higher value is declared at time of shipment and excess value charges of \$0.65 for each \$100.00 of declared value are paid, Shipper agrees and declares that M2's liability for loss or damage to any Shipment or portion thereof is limited to of (A) \$0.50 per pound per piece lost or damaged with a minimum of \$50.00 per shipment or (B) the actual invoice value of the article or articles lost or damaged if a lesser amount. In the event M2 TRANSPORT approves a damage claim for payment, M2 TRANSPORT shall be entitled to possession of the portion of the shipment for which claim was made and payment approved, with the exception of food products that may cause harm if sold in a damaged state. The failure to provide the damaged goods to M2 TRANSPORT shall be a bar to recovery of any claim. Articles and/or shipments with a declared value in excess of \$25,000 will not be accepted for transportation unless the Shipper makes advanced arrangements therefore with M2 TRANSPORT by notifying the local M2 TRANSPORT office handling the Shipment on behalf of the Shipper via email or U.S. postal service. In no event shall M2's liability for aggregate losses at any one time at any one place exceed \$100,000. It is agreed upon and understood that the C.O.D. amount of the shipment stated on the face of this shipping document, if applicable, does not constitute the declared value of the shipment.

9. Declared Value. Where Shipper seeks to declare a value for a Shipment consisting of more than one piece, it shall be Shipper's responsibility to affix a numbered label to each such piece and then to declare a value correlating to each such number in the space provided on the face of this waybill. Failing compliance with this requirement, M2's liability for loss or damage to any part of such Shipment shall be limited to the average declared value of the Shipment times the number of the piece(s) lost or damaged.

10. ACTS OF GOD. M2 TRANSPORT shall not be liable for loss, damage, delay or monetary losses of any type caused by: Acts of God, public authorities acting with actual or apparent authority, strikes, labor disputes, weather, mechanical failures, aircraft failures, civil commotions, acts or omissions of customs or quarantine officials, the nature of the freight or any defects thereof, public enemies, hazards incident to a state of war, acts of terrorism, and by acts, defaults, or omissions of the shipper or consignee for failure to observe the terms and conditions of the contract of carriage contained in this shipping document, including but not limited to improper packing, marking, incomplete / inaccurate shipping instructions and the rules relating to freight not acceptable for transportation or freight acceptable only under certain conditions as outlined below.

11. Acceptable/Unacceptable Commodities. M2 TRANSPORT will not accept for transportation on any shipment or commodity prohibited by law. In addition, the following items of extraordinary value are not acceptable for carriage and will not be accepted by M2: i) original works of art; ii) antiques; iii) bonds; iv) coins of any kind, currency and currency equivalents; v) furs and fur clothing; vi) gems and stones (cut or uncut); vii) industrial diamonds; viii) gold or silver jewelry (other than costume jewelry); ix) pearls; x) precious metals; xi) negotiable securities; xii) time sensitive written materials (such as contract bids and proposals); xiii) household goods and personal effects; xiv) one-of-a-kind articles, models or prototypes; xv) valuable rugs (i.e. oriental rugs, Persian rugs); xvi) plasma screen monitors without specific approval by M2 TRANSPORT Corporate office; xvii) prints and lithographs; bagged goods, cement, fertilizer, fishmeal, bulk commodities, fresh fruits, fresh vegetables, live animals, live plants, human remains of any kind, nuclear fuels, confectionery, chocolates, ceramics, pottery, porcelain, marble, granite, china, glassware, fluorescent tubes, neon lighting, neon signs, x-ray tubes, glass mirrors, windows, glass or other inherently fragile items and xviii) such other articles as provided in M2's governing tariffs, individual contracts, and or service guide. Except as otherwise provided in these Conditions of Contract of Carriage, no employee or agent of M2 TRANSPORT has any authority to accept such articles for transportation or to waive the limitations contained herein. Should M2 TRANSPORT inadvertently accept for transportation a) any article(s) of extraordinary value as defined herein or b) articles with a declared value in excess of \$25,000 as to which the Shipper has not secured M2's prior approval as required in Section 8 above M2's

liability for loss or damage thereto shall be limited to the lesser of (A) \$0.50 per pound per piece damaged with a minimum of \$50.00 per shipment or (B) the actual invoice value of the article or articles lost or damaged.

12. Shipments Subject to Re-Weigh/Re-Measurement. Rates and charges for this shipment will be based on actual or dimensional weight, whichever is greater. Shipper shall provide weight and measurements for its shipments. Shipments are subject to re-weigh and re-measurement by M2 Transport. 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, Company's rates, charges and fees are subject to change. If dimensional weight applies under tariff rule, dimensions shall be show on the air bill as follows: Length x Width x Height= Cubic Inches (or applicable metric measurement.) Customer shipments will be rated at dimensional or actual weight, whichever is greater based on a domestic factor of 194 and an international factor of 166.

13. International Shipments. If this is an international shipment, a.) Rules as established by the Warsaw Convention and Montreal Protocol 4 shall apply b.) M2 TRANSPORT tariff rules and regulations shall apply to any shipment or portion of any shipment which is not governed by the Warsaw Convention, c.) M2 TRANSPORT accepts this shipping document as a shipper's letter of instruction with authorization to prepare and sign on shipper's behalf an international shipping document, d.) M2 TRANSPORT reserves the option to act as agent of the carrier, instead of as a forwarder, in which event the direct carrier's tariffs shall apply to this shipment and, e.) a shipper may avoid the applicable limitation of liability for loss or damage by declaring on the face of this shipping document the actual value of the shipment and by paying the applicable excess value charge as set forth in Section 8 above.

14. C.O.D. Shipments... Collect on Delivery (C.O.D.) service is provided under the following conditions: a.) shipper must identify the shipment as a C.O.D. shipment in the Special Instructions box on the front of this shipping document and by entering the amount to be collected in the C.O.D. Amount box on the front of this shipping document; b.) shipper must specify the type of payment to be received (e.g., cash, check, money order or cashier's check) in the special Instructions box on the front of this shipping document; c.) Each shipping container must be clearly marked C.O.D. and the amount to be collected must be marked on the side of the container containing the address label; and d.) M2 TRANSPORT and shipper agree that M2 TRANSPORT does not guarantee or verify that a check, money order, cashier's check or other such financial instrument is valid or negotiable. All payments are collected at shipper's risk.

15. C.O.D. Continued. Unless prior arrangements are made, the acceptance of cash by M2 TRANSPORT and its agents for payment of freight charges and / or C.O.D. amounts is limited to a maximum of \$1000.00 per shipment and / or stop.

16. Liability for Payment. The shipper and the consignee shall be liable jointly and severally for all unpaid charges payable on account of this shipment pursuant to this contract and to pay or indemnify M2 TRANSPORT for claims, fines, penalties, damages, costs (storage, handling, re-consignment, return of freight to shipper, etc.) or other sums which may be incurred by M2 TRANSPORT by reason of any violation of this contract or any other default of the shipper or consignee or their agents. M2 TRANSPORT shall have a lien on this shipment and any other goods shipped by shipper for failure to pay past due charges or charges payable on account of this shipment. M2 TRANSPORT may refuse to surrender possession of the goods until such charges are paid. Should M2 TRANSPORT bring legal action for the enforcement of this contract or collection of any sums due and payable under this contract, M2 TRANSPORT shall be entitled to reasonable attorney fees and costs.

17. Compensation of Company. Payment Terms are net due on receipt. Contract or special rates are considered void and the shipment re-rated at full charges if invoice is not paid in 30 days. Contract or special rates apply only to prepaid shipments unless specifically stated in a contract rate proposal. Invoicing hereunder while a shipment remains in transit shall not close out this agreement. The compensation of company for its services shall be included with an is in addition to the rates and shall be exclusive of any brokerage, commission, dividends or other revenue received by Company from carriers, insurers and others in connection with the shipment. Surcharges, including, without limitation, fuel, peak season, security or government imposed charges, may apply as set forth in Company's various surcharge/accessorial sheets as published by Company and available upon request, and/or included with pricing tariffs received by customer(s). All invoices not paid within 30 days of invoice date will be subject to a charge of 1-1/2% per month.

18... Auxiliary Services. Shipper and consignee shall hold M2 TRANSPORT and its agents harmless for loss / damage / delay or any monetary losses which are a result of auxiliary services including, but not limited to, local cartage, crating, uncrating, packing, warehousing, and unpacking, which are requested by the shipper or consignee and arranged by M2 TRANSPORT as a customer service. Such limitation of liability shall extend to the selection by M2 TRANSPORT

of the providers of the auxiliary services. Auxiliary services are those which are performed prior or subsequent to transportation and which may be billed directly by the provider of the services or by M2. Providers of auxiliary services are contractors for the shippers or consignee and are not agents for M2. NOTE: Under no circumstances will the liability of M2 TRANSPORT for any monetary loss which is a result of any auxiliary services performed by M2 TRANSPORT or is agents be greater than the liability contained in this contract.

19. Hazardous Materials and Dangerous Goods. All packages containing hazardous materials/dangerous goods shall be limited to the materials and quantities authorized for air and ground transport under the U.S. Department of Transportation hazardous materials transportation regulations(49 C.F.R. 171,172 & 173) and the current edition of the International Air Transport Association(I.A.T.A.) Dangerous Goods Regulations (together “ Regulations”). Shipper and its agents shall comply with the Regulations regardless of the routing or the mode by which the shipment is transported. Each shipment requiring a Shipper’s Declaration for Dangerous Goods under the Regulations shall be accompanied by properly executed documents in conformance with the requirements of the Regulations... If a shipment contains hazardous materials/dangerous goods, the contents shall be –and Shipper hereby certifies they are –fully and accurately described on the air waybill or other shipping document by proper shipping name and are classified, packaged, marked and labeled, and in proper condition for carriage by air (or, if tendered for other mode of transportation, then for carriage by such other mode) according to the Regulations and any other applicable national governmental regulations. Shipper hereby declares that all the applicable air transport requirements have been met.

20. Legal Actions... Should M2 TRANSPORT successfully defend itself for any legal actions brought by any party with an interest in this shipment, M2 TRANSPORT shall be entitled to reasonable attorney fees and costs.

21. Security Controls. Shipments are subject to security controls by carriers and, where appropriate, by government agencies. Copies of shipping documents will be retained by M2 TRANSPORT for two years.

22. Waybill Contract. The terms of this waybill, including these Conditions of Contract of Carriage, shall constitute the contract of carriage between M2 TRANSPORT and all parties having an interest in the Shipment and these terms and conditions shall supersede, nullify and prevail over the terms and conditions contained on any bill of lading, waybill, shipping document, shipping receipt, or other purported contract of transportation under which any shipper, carrier, person or entity undertakes to tender freight to M2 TRANSPORT for transportation. The signature of M2’s driver or the driver of any of its agents, on any such document shall be solely for the convenience of the party tendering such Shipment and shall not constitute an acceptance by M2 TRANSPORT or M2’s agent of any terms which vary from the terms and conditions set forth herein.

23. Interstate Commerce Act. In the event that any service provided hereunder is determined to be subject to the Interstate Commerce Commission Termination Act of 1995 (49U.S.C. Ch 13101 et seq.), and to the extent that any right or remedy provided in these Conditions of Contract of Carriage conflicts or is otherwise inconsistent with the rights and remedies provided by that Act, M2 TRANSPORT and Shipper hereby expressly waive all such rights and remedies, except those governing registration, insurance and safety fitness.

24. Warehouse Shipments. If this is a warehouse shipment, meaning that the product is being stored for 30+ days, then the “Warehouse Receipt Contract Terms and Conditions” apply. M2 TRANSPORT accepts this shipping document as a “Warehouse Receipt” with authorization to prepare and sign on shipper’s behalf a warehouse document, M2 TRANSPORT reserves the option to act as a storage facility and not a forwarder.

25. Transportation Security Administration. The TSA requires that M2 TRANSPORT refuse to offer air transportation of any cargo where the shipper does not consent to screening of the cargo. The TSA considers all cargo tendered for air transportation is subject to screening by the forwarder, air carrier or the TSA. M2 TRANSPORT the air carriers and the TSA may conduct screening of cargo from the date of agreement of this contract forward. M2 TRANSPORT shall not be liable for loss, damage or delay due to opening of cargo, resulting physical inspection or repackaging or any impact on transit times. This consent shall remain in effect for all cargo tendered to M2. 49 USC 114 authorizes the collection of this information. The information provided will be used to qualify shipper/customer as a possible “known shipper”. Providing this information is voluntary; however, failure to provide the information will prevent qualifying as a known shipper. This information will be disclosed to TSA personnel and contractors or other agents including IACs in the maintenance and operation of the known shipper program. TSA may share the information with airport operators, foreign air carriers, IACs, law enforcement agencies and others in accordance with Privacy Act, 5 USC Section 552a. For additional details see the system of records notice for Transportation Security Threat Assessment (DHS/TSA 002) published in the Federal Register.

26. Choosing Routes and Agents. Company shall have complete freedom in choosing the means, route and procedure to be followed in the handling, transportation and delivery of the goods. If Shipper requests motor carrier service or if Company decides that Shipper’s shipment should be transported by motor carriage rather than air for all

or part of the transportation, Company shall arrange with authorized motor carrier(s) to perform such transportation, which shall be done either as exempt carrier as defined by 49 U.S.C @13506(a)(8), or, if not exempt, as "contract carriage" within the meaning of 49 U.S.C @13102(4)(b) under these terms and conditions. Shipper expressly waives all rights and remedies it may have as to Company and its appointed motor carriers under 49 U.S.C. Subtitle IV, Part B(excluding @@13703,13706,14101,and 14103) to the full extent permitted by 49 U.S.C. @ 14101(b)(1), each amended from time to time. Advice by Company to Shipper that a particular person or firm has been selected to render services as to the goods shall not be construed to mean that Company warrants or represents that such person or firm will render such services.

27. Shipments Subject to Re-Weigh/Re-Measurement. Shipper shall provide weight and measurements for its shipments. Shipments are subject to reweigh and remeasurement by Company.

Please contact M2 Transport prior to tendering of shipment(s) if you have any concern or questions in reference to the terms and conditions of M2 Transport conditions of Service. 800-290-3815

Customer Information:

By customer/shipper endorsement, customer/shipper agrees to conditions of contract of carriage shown above, for all shipments handled by or tendered to M2 Transport / A.I.R. Inc - USA. "Tender" of shipments includes all forms of communication for request of services from M2 / A.I.R. Inc. I USA. Examples of communication for request of services, include documented bills of lading, packing slips, routing order, job order, warehouse receipt, request for service documents, etc.,including but not limited to phone, fax, or electronic methods- web, email, etc.

Customer Name: _____

Address: _____

City, State, Zip: _____

Contact Name: _____

Contact Phone: _____

Signature: _____

Dated: ____ 20____.