

ESTES AIR FORWARDING, LLC

Service Conditions Policy

Effective July 1, 2007

Introduction

The Terms and Conditions contained in the Estes Air Forwarding, LLC Service Conditions Policy are subject to change without notice. For the most current version of the Terms, please refer to the Service Conditions Website at: www.estes-air.com

In tendering the shipment for delivery, the Shipper, Consignee and any other party with an interest in the shipment (or anyone claiming by, through or on behalf of such parties) agree to these Terms and these Terms shall supersede all previous Terms. These Terms shall apply to all shipments.

NO PERSON OR PARTY OTHER THAN AN OFFICER OF ESTES AIR IS AUTHORIZED TO CHANGE OR MODIFY THESE TERMS. EXCEPT FOR MODIFICATIONS TO THE TERMS POSTED ON THE WEBSITE, ANY SUCH MODIFICATION MUST BE IN WRITING AND SIGNED BY AN AUTHORIZED EMPLOYEE OF ESTES AIR.

If there is a conflict between these Terms and the terms and conditions on any **Estes Air** transit documentation, the Terms contained herein shall be the controlling Terms. Should any provision(s) of these Terms for any reason be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of any remaining provisions, or portions of the Terms. Any failure to enforce or apply a term, condition or provision of these Terms shall not constitute a waiver of that term, condition or provision or otherwise impair our right to enforce or apply such term, condition or provision in the future.

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Service Conditions Policy for Estes Air Forwarding, LLC

1. Definitions

As used herein, the words "Estes Air", "our", "we" or "us", shall refer to Estes Air Forwarding, LLC, a Virginia corporation, its employees and agents. "You" and "Your" shall refer to the shipper (sender), its employees and agents. "Service Conditions Policy" shall refer to the provisions contained within the current Service Conditions Policy as of the day of acceptance of such shipment as published on our web site www.estes-air.com.

2. Account Numbers

- A. The debtor's valid Estes Air account number must be displayed on the **Estes Waybill** unless payment is made at the time of the shipment.
- B. Account numbers will be made available to all customers.
- C. In the event that the debtor's rates are not applied to an invoice because the debtor's account number was omitted on the **Estes Waybill**, no adjustment will be allowed to the original invoice.

3. Address Correction

- A. In the event a Consignee's address or zip/postal code is found to be incorrect, we will attempt to determine the correct address and complete the delivery of the shipment as expeditiously as possible. **Estes Air** will have no responsibility for our inability to complete the delivery under such circumstances. A special handling fee per correction will be assessed for this service. (See the *Estes Air Accessorial Guide* for a listing of current charges.) If the correct address cannot be determined and if the Consignee cannot be reached, the Shipper will be contacted for address clarification or instructions for the return of the shipment. (See *Section 15 Notice and Disposition of Property*.)
- B. U.S. Postal Regulations preclude delivery of shipments to P.O. Box addresses, P.O. Box Zip codes or APO boxes. Any shipment addressed to P.O. Box addresses, P.O. Box Zip codes or APO boxes will be considered an incorrect address and handled as outlined in Section 3A above.

4. Advancement of Charges

Estes Air Forwarding, LLC shall not be obligated to advance any money in connection with the forwarding, transporting, insuring, storing or packaging of a shipment, unless the Shipper or Consignee has, in writing, provided a guarantee for advancing said money in a form acceptable to Estes Air.

5. Waybill

- A. The Shipper shall have the duty to prepare and present a current version of our Waybill for each shipment. The Waybill must be completed by the shipper, or in the event, it was prepared by Estes Air on shipper's behalf, it shall be conclusively presumed to have been prepared by the shipper as an accommodation for the shipper. If you do complete all the documents necessary for us to provide services, or the documents you submit to us are not appropriate for the service or destination requested, you hereby instruct us, where permitted by law, to complete, correct or replace the documents for you at your expense as an accommodation for you. However, we are not obligated to do so. We are not liable to you or any other person for our actions performed on your behalf under this provision. Customers' shipping documents will not be accepted in lieu of the **Estes Air** Waybill; the **Estes Air** Waybill must be used. Estes has the right to decline any shipment not utilizing the **Estes Air** Waybill. In the event other shipping documentation, including without limitation a version of our Waybill other than the current version, or customer provided documentation, is inadvertently accepted by Estes Air or one of its agents, it shall be deemed to be utilized for convenience purposes only, and any such shipment will be subject to the Estes Air Service Conditions Policy. The Waybill or other shipping documents shall be non-negotiable. Each shipment will be subject to the rules, regulations, rates and charges contained in the Service Conditions Policy, the Estes Air Accessorial Guide, and all tariffs in effect on the day of acceptance of such shipment.
- B. The Waybill shall be binding upon the Shipper, the Consignee, and any other party with an interest in the shipment, our agents and us.
- C. All Terms, including but not limited to the Limitations of Liability contained herein, shall apply to our agents and their contracting agents.
- D. If requested, we will provide the Shipper with a copy of the Waybill, Bill of Lading, Shipper's Manifest or other non-negotiable shipping document on which the shipment was tendered to us. A charge per copy will be assessed for this service. (See the Estes Air Accessorial Guide for a listing of current charges).
- E. It is the Shipper's sole responsibility to accurately and completely describe the contents of all shipments on the Waybill.
- F. A contact name and phone number for the Shipper must be legibly written on the Waybill. A contact name, phone number, address and zip code for the Consignee must be legibly written on the Waybill.
- G. The Shipper must enter the dimensions and weight of the shipment on the Waybill. If omitted or entered incorrectly Estes Air reserves the right to measure and weigh the shipment and apply appropriate density, oversize shipment or other charges or surcharges identified and documented during the transit of said shipment.
- H. If the Shipper fails to request a specific service level on the Waybill, the shipment will be moved and rated for Next Business Day PM service.
- I. If the commodity being shipped is not Dangerous Goods, but could be confused as such, the Shipper must place the words "**NOT RESTRICTED**" on the Waybill to indicate that the Shipper has reviewed the shipment against the appropriate regulations.

6. Application of Charges

- A. Except as otherwise provided herein, transportation charges for a shipment will be assessed on the gross weight of the shipment based on the greater of:
 - 1. The actual weight, or
 - 2. The cubic dimensional weight determined in accordance with Subsection D.
- B. The charges will be assessed on the basis of the service level requested on the Waybill at the rates in effect on the day of acceptance of the shipment. Omission of the service level will result in the shipment being moved for Next Business Day PM service (excluding shipments destined to Alaska, Hawaii and Puerto Rico.) The PM service rates in effect on the day of acceptance of the shipment will apply; additional charges (up to and including Same Day / Next Flight Out rates) may apply if the shipment is destined to a point that Estes Air considers a Second Day or Economy Service point.
- C. In computing charges, fractions will be rounded to the next higher cent. Fractions of pounds/kilo will be assessed at the charge for the next higher pound/kilo. Fractions of an inch/centimeters will be rounded to the next higher inch/centimeter.
- D. Charges for domestic shipments with overall measurements exceeding 194 cubic inches will be assessed on the basis of no less than one pound per 194 cubic inches or fraction thereof. Charges for international shipments with overall measurements exceeding 166 cubic inches will be assessed on the basis of no less than one pound per 166 cubic inches or fraction thereof. Cubic measurements will be based on the sum of the length times the width times the height of each piece comprising a shipment, measured at the widest dimension.
- E. Spotted rate quotes are applicable only to the specific shipment under quote and are valid for 2 hours from the time of receipt. Rate and service quotations will be based on the information provided at the time of the request, the actual rate charged may vary if the actual shipment tendered varies in; size, weight, requested service level, pickup or delivery time or day of the week. The customer must place the rate quote number in the Special Instructions area on the **Estes Air** Waybill.

7. Charges Prepaid, Collect or Third Party

- A. Shipments will be accepted either with the charges to be prepaid by the Shipper (a.k.a. bill Shipper) or to be collected from the Consignee (a.k.a. bill consignee) or, when requested by the Shipper or the Consignee, to be billed to a third party. In any case, the Estes Air account number of the paying party must be on the **Estes Air** Waybill. If the third party should refuse payment for any reason, liability for the payment shall revert to the Shipper and the Consignee. When the form of payment is not marked on the Waybill, the shipment will be assumed to be prepaid. In all events, the Shipper and the Consignee shall be liable jointly and severally for all unpaid charges payable on the account of the shipment.
- B. Request to change the "type of billing," e.g. Prepaid, Collect or Third Party will be honored free of charge if a shipment has not yet been delivered. The request for change in the type of billing must be accompanied by a written guarantee of payment from the new debtor. Subsequently, no request for a "type of billing" change that reduces the rates or charges will be accepted, nor will the invoice be adjusted.

- C. All requests for changes in the type of billing after delivery must be accompanied by a guarantee of payment by the new debtor. An additional charge for this change will be assessed. (See the *Estes Air Accessorial Guide* for a listing of current charges). Type of billing changes will not be allowed when a reduction in the original rate occurs as a result of the change.
- D. The following shipments must be prepaid by the Shipper or Third Party Shipper, regardless of the payment type marked on the Waybill:
1. Shipments addressed to United States Government agencies, unless shipped on a Government Bill of Lading.
 2. Shipments addressed to any person and/or organization in care of another person and/or organization.
 3. Shipments with commercial value less than the transportation charges.
 4. Shipments of samples.
 5. Shipments destined to exhibition grounds, parks, fairs or similar enclosures.
 6. Shipments addressed to hotel guests.
 7. Shipments addressed to a political organization.

8. Oversize cargo and Oversize Upgrade Application

Air: For any shipment that contains a single piece that due to size, weight, or service restrictions, that cannot be broken down, and must travel on an all cargo aircraft, the following additional surcharges will apply:

	Length	Width	Height	Girth	Surcharge
Air	>84" & <118"	>84"	>52" & <84"	>213"	\$40.00 per hundred pounds
Air	>118"	>84"	>84"		An additional 100% of the tariff rate plus \$40.00 per hundred pounds

Ground: For all oversized shipments traveling via ground transportation with the exception of Hot Shot, Exclusive Use Vehicles, Flat Bed, or Truckload moves, the following surcharge will apply:

	Length	Width	Height	Surcharge
Ground	>120"	>96"	>96"	50%

9. Claims Procedures

- A. Loss and Damage Claims Requirements:

The parties shall presume that the shipment was delivered in good condition without any damage or defects unless the consignee or receiver makes a written notation on the delivery receipt of any damage or loss at the time of delivery. Notice of the loss or damage must be made to us within 15 calendar days after delivery by contacting us electronically at www.estes-air.com, or sending written notice to us at P.O. Box 26206 Richmond, VA, 23260, attention

Estes Air Claims Department. All claims will be subject to 49 CFR 1005 et seq. After receiving notice from you, we reserve the right to inspect the shipment, its containers and packing materials, which must be made available to us at the delivery location, in order to confirm the loss or damage. If you fail or refuse to allow our inspection of these items after we make such a request, then you agree that your claim shall be null and void. In addition to you initially notifying us of suspected loss or damage, including concealed loss or damage, we must receive a detailed written claim for the loss or damage within 90 calendar days of the date of acceptance of the shipment by Estes Air, submitted to us at P.O. Box 26206 Richmond, VA 23260, attention Claims Department, or electronically at www.estes-air.com. All claims must:

1. Include a copy of the Waybill, bill of lading or shipping manifest.
2. Include a complete description of the goods.
3. Include a description and details of the nature/extent of the damage or loss.
4. Include the amount of the claim.
5. Proof of the value of the loss or damage.
6. An original invoice for the cost of the goods prior to any markup.

We will not process any claim until all transportation charges have been paid in full, and the amount of the claim may not be deducted from the transportation charges. Legal action to enforce a claim must be brought within 180 days after we have denied the claim in whole or in part. Your failure to follow any of these procedures shall be deemed a waiver of any rights you may have with respect to the claim against us. When salvage becomes the property of Estes Air due to claim settlement, it will be picked up at our sole discretion. Our liability, if any, for loss or damage, is limited in accordance with the provisions of Section 13 Limitations Of Liability.

B. Overcharge Claim Requirements:

Notice of claims for overcharge or billing adjustments must be made to us within 60 calendar days of date of invoice by contacting us electronically at www.estes-air.com, or sending written notice to us at P.O. Box 26206, Richmond, VA 23260, attention Supervisor Accounting, Estes Air.

Legal action to enforce a claim for overcharge or billing adjustment must be brought within 180 days after the claim has been denied in whole or in part by us. Your failure to follow any of these procedures shall be deemed a waiver of any rights you may have with respect to the claim against us.

10. Liabilities Not Assumed

- A. We make no warranties, expressed or implied, and expressly disclaim any and all warranties. We will not be liable for mis-delivery, incomplete or otherwise inadequate delivery (including but not limited to failure to follow Shipper or Consignee instructions or failure to collect or properly deliver a payment instrument, non-delivery, missed pickup, loss or damage, unless caused by our sole negligence. We will not be liable for any shipment until we have accepted and taken possession of the shipment.
- B. Without limiting the generality of Subsection A., we shall not be liable for any mis-delivery, incomplete or otherwise inadequate delivery (including but not limited to failure to follow

Shipper and Consignee instructions or failure to collect or properly deliver a payment instrument), non-delivery, missed pickup, delay, loss or damage caused, in whole or in part, by:

1. The act, default or omission of the Shipper, Consignee or any other party claiming an interest in the shipment.
 2. The nature of the shipment, defect, or inherent vice of the product.
 3. Failure of the Shipper or Consignee to observe any requirements or obligations contained in these terms including, but not limited to improper or insufficient packaging, securing, addressing or marking of any shipment or, the Shipper's failure to follow any item related to shipments that are not acceptable for transport.
 4. Acts of God, weather conditions, environmental or dangerous good incidents, perils of the air, public enemies, public authorities acting with actual or apparent authority, acts or omission of customs officials, authority of law, quarantine, riots, strikes, work stoppages or slowdowns, or other labor disputes or disturbances, local or national disruptions in ground or air transportation networks or systems due to events beyond our control, disruption or failure of communication and information systems, disruption or failure of utilities, civil commotion or hazardous situations incident to a state of war, other circumstances beyond our control, and mechanical delay of aircraft or equipment failures.
 5. Acts or omissions of any person other than us, including delivery instructions from the Shipper or Consignee that were complied with by us.
 6. Compliance with laws, government regulations, orders or requirements, or any other cause beyond our control.
- C. We do not guarantee delivery by a specific time or date, and we shall not be liable for delay or any other failure to meet an agreed upon delivery deadline. There are no stopping places that are agreed at the time of shipment, and we reserve the right to route the shipment in any way, manner or mode we deem appropriate.
- In no event shall we be liable for special, incidental or consequential damages due to mis-delivery, incomplete or otherwise inadequate delivery (including but not limited to failure to follow Shipper or Consignee instructions or failure to collect or properly deliver a payment instrument), non-delivery, missed pickup, delay, loss or damage.**
- D. Shipper and Consignee are responsible for and warrant their compliance with all applicable laws, rules and regulations, including, but not limited to customs laws, import and export laws, and government regulations of any country to, from, through or over which its shipment may be carried. Shipper and Consignee agree to furnish such information and complete and attach to the Waybill such documents as are necessary to comply with such laws, rules and regulations. We assume no liability to the Shipper, Consignee or any other person for any loss or expense due to the Shipper's and/or the Consignee's failure to comply with this provision. If the Shipper does not complete all of the documents required for carriage, or if the documents the Shipper submits are not appropriate for the service or destination requested. Shipper hereby instructs Estes Air, where permitted by law, to complete, or replace the documents for the Shipper at the Shipper's expense. However, we are not obligated to do so. If a substitute form of Waybill is needed to complete the receipt or delivery of the shipment, and we complete that document, the terms and conditions contained herein will govern. We are not liable to the Shipper or to other persons for our actions under this provision.

11. Liability for Charges and Indemnification

- A. The Shipper and Consignee shall be liable, jointly and severally, for all unpaid charges payable on account of any shipment, including, but not limited to, transportation charges and all duties, customs assessments, governmental penalties and fines, and our attorneys fees and legal cost related to the shipment, and such other sums advanced or disbursed by us on account of such shipment.
- B. The Shipper and Consignee shall be liable, jointly and severally, to pay or indemnify, protect, defend and hold us harmless from and against any and all claims, liabilities, fines, penalties, damages, costs or other sums (including attorneys' fees and costs) that may be incurred, suffered or disbursed for any violation or breach of any of the terms contained herein or any other default of the Shipper, Consignee or such other party with respect to a shipment.
- C. Shipper and Consignee shall, jointly and severally, indemnify and hold Estes Air harmless against all claims, liabilities, damages, or costs (including reasonable attorney's fees) asserted against or incurred by Shipper, and or, Consignee in connection with any personal injury, death, property damages, or violation of Federal, State, or local law or regulations that is an actual result or consequence of service provided by Estes Air.

12. Liens on Shipments

Estes Air shall have a lien on the shipment for all sums due and payable to us. In the event of non-payment of any sum payable to us, the shipment may be held by us and be subject to storage and /or disposed of at public or private sales, without notice to the Shipper or Consignee and with no further liability to us, paying us out of the proceeds of the such sale all sums due and payable to us, including storage charges. The Shipper and/or Consignee shall continue to be liable for the balance of any unpaid charges payable on account of the shipment.

13. Limitations of Liability

- A. Our liability for shipments that are lost or damaged shall be limited to the greater of \$50.00 per shipment or 50 cents per pound (U.S. dollars), of the actual cargo lost or damaged, unless a higher declared value has been indicated by you on the front of the Waybill and you have paid all applicable fees. Even if a higher declared value is requested, in no event shall our liability exceed the declared value of the shipment or the amount of loss or damage actually sustained whichever is lower. Please note that we will not be liable for a higher declared value unless **prior to tendering the shipment to us** you properly declare the higher value on the Waybill and have paid all applicable charges. Estes Air's maximum liability is \$25,000, even if a higher value is declared on the Waybill. We shall never be liable for any claims arising from delay in shipment.
- B. If this is an international shipment, the rules relating to liability established by the Warsaw Convention shall apply and the Waybill shall be deemed an Waybill within the meaning of the Warsaw Convention. Accordingly, our liability shall be limited to \$9.07 per pound (U.S. dollars) of cargo lost or damaged, unless a higher declared value has been indicated by you on the front of the Waybill and you have paid all applicable fees. However, if it is determined that the limits of liability as established by the Warsaw Convention do not apply, then the parties agree that our legal liability shall be limited to \$9.07 per pound. Estes Air's maximum liability is \$25,000 even if a higher value is declared on the Waybill.

- C. Subject to the limitations of liability contained in this Policy, we shall only be liable for loss or damage caused by our own negligence. We make no warranties, either express or implied. We will not be liable for any loss or damage caused by your acts or omissions or the acts or omissions of any party claiming an interest in the shipment, including but not limited to improper or insufficient packing, securing, marking, labeling or addressing, or for violation by you or any other party of any of the terms and conditions of the Service Conditions Policy. We are also not liable for loss or damage caused by circumstances outside of our control, including but not limited to weather conditions, acts of God, public authorities, public enemies, war, civil commotion's, riots, strikes or other labor disputes, any defect or inherent vice in the goods, mechanical delay of aircraft or other equipment, or the acts or omissions of public officials, such as Customs and quarantine officials who have actual or apparent authority.
- D. IN ANY EVENT, WE SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME WHETHER OR NOT WE HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.
- E. When the Shipper declares a value that exceeds \$50.00 (USD) per shipment, or 50 cents (USD) per pound, whichever is greater, on standard domestic shipments, an additional charge of 65 cents (USD) for each \$100.00 (USD) or fraction thereof, subject to a minimum charge of \$10.00 (USD) per shipment, will be assessed on the declared value shown on the Waybill. Estes Air's maximum liability is \$25,000, even if a higher value is declared on the Waybill. For Home Delivery shipments, an additional charge of \$1.50 (USD) for each \$100.00 (USD) or fraction thereof, subject to a minimum charge of \$15.00 (USD) per shipment, will be assessed on the declared value shown on the Waybill.
- F. When the Shipper declares a value that exceeds \$9.07 (USD) per pound on an international shipment, a valuation charge of 85 cents (USD) for each \$100.00 (USD) of declared value or fraction thereof, subject to a minimum charge of \$10.00 (USD) per shipment, will be assessed on the declared value on the Waybill. Estes Air's maximum liability is \$25,000 even if a higher value is declared on the Waybill.
- G. Our liability for shipments containing glass shall be limited to \$50.00 (USD). Shipments of glass with a declared value exceeding \$50.00 (USD) will not be accepted. If inadvertently accepted, liability will be limited to \$50.00 (USD). Glass shipments include, but are not limited to, windshields, plate glass, ceramics, chinaware and light bulbs.
- H. Regardless of the modes of transportation-selected, our liability for lost or damaged shipments shall be as established herein. In the event that Estes Air selects an all over-the road routing for this shipment, the parties expressly waive, to the fullest extent permitted by 49 USC 14101(b)(1), all rights and remedies under the ICC Termination Act of 1995, as may be amended from time to time.

14. Notice and Disposition of Property

When a shipment arrives at destination, we will promptly notify the Consignee if we are not delivering the shipment to the Consignee. If at the expiration of free storage, the shipment remains unclaimed or delivery cannot be accomplished, we will notify the Debtor at the address shown on the Waybill. Upon written instructions from the Debtor, we will return the shipment, forward or reconsign it, or otherwise dispose of it, at the Debtor's expense. If we receive no instructions within 30 calendar days from the date of tendered delivery of the shipment at destination, we will dispose of the shipment at public or private sale without further notice to the Debtor, Shipper and Consignee and with no further liability to us.

15. Packing and Marking Requirements

- A. Any articles susceptible to damage by ordinary handling or as a result of any condition that may be encountered in transportation, including but not limited to high vibration, high or low temperature variations, high or low atmospheric pressure variations, must be adequately protected by proper packing and any other necessary measures.
- B. Each piece must be legibly and durably marked with the name address, including zip code of the Shipper and Consignee. All old labels must be removed when a container is used repetitively. The Shipper must ensure that the container has adequate strength for transportation.
- C. Shipments with a floor bearing weight in excess of 100 pounds per square foot must be provided with a skid or base that will reduce the floor bearing weight to 100 pounds or less per square foot. Such skid or base must be furnished by the shipper and included in the gross weight of the shipment.

16. Payment of Charges; Failure to Pay Shipping Bills

- A. Payment terms are net due upon receipt of the Estes Air invoice. Even if you have provided us with different payment instructions, both the shipper and consignee (recipient) shall be liable, jointly and severally, for all charges related to this shipment, including, but not limited to, transportation or storage charges, customs assessments, duties, taxes, governmental penalties and fines (collectively, the "Transportation Charges"), and we shall have a lien on the shipment for all sums due us, including the Collection Fee as defined and set forth below in Section C.
- B. All prepaid charges (a.k.a. bill Shipper) and all collect charges (a.k.a. bill Consignee), are payable by credit card at the time we accept shipment. Upon written request from the Shipper and/or Consignee Estes Air at its sole discretion and upon proof of credit standing (requires a credit application be completed), may establish ongoing credit to an account.
- C. Any shipping bills for Transportation Charges not paid prior to Estes Air contracting the services of a collection agency, attorney or other agent authorized to collect unpaid Transportation Charges will be subject to a charge of Thirty-five percent (35%) of the unpaid portion of any shipping bill(s) (the "Collection Fee"). Estes Air will provide notice of its intent to assign unpaid shipping bills to an outside collection agency, attorney or other authorized agent. Such notice will include a summary of the unpaid balance, any applicable fees, and the Collection Fee. Estes will assign collection of Transportation Charges to an outside collection agency, attorney or other authorized agent if payment is not received from the recipient of the notice within ten (10) calendar days after date of notice. Shipper and consignee agree and consent to be subject to the jurisdiction of the Courts of the Commonwealth of Virginia, and further agree and consent to venue for civil suits in the Circuit Court of the Commonwealth of Virginia, City of Richmond.

17. Pickup and Delivery Service

- A. All Estes Air's rates include regular pickup and delivery services in areas A through C of the Air Cargo Incorporated (ESTES AIR) Guide. Delivery zones beyond C will be assessed an additional charge, and may require an additional day in transit.

- B. Pickup and/or delivery service requested between the hours of 7:01 PM and 7:59 AM, weekdays, weekends and holidays will require additional charges. Please see the Estes Air Accessorial Guide for a listing of current charges.
- C. Upon request Estes Air will provide two-man and lift gate pickup and/or delivery service. We will also, upon request, provide inside and appointment deliveries. Each of the above mentioned services will require advanced notice and additional charges. Waiting time charges may apply to all deliveries if the Shipper and/or Consignee detain Estes Air or its agents for more than 15 minutes.
- D. Next day shipments picked up after 5:01 PM may be upgraded to a higher service level in order to meet the Shipper's requested service level. Please contact the Estes Air office for rates and service availability.
- E. Residential pickup or delivery is subject to additional charges.
- F. Re-delivery of a shipment will incur additional charges.
- G. Priority pick-up/delivery service is defined as an expedited pick-up and/ or delivery performed outside the time that normal pick-up/delivery would be made in the course of the regularly scheduled route, in order to meet service requirements. Pick-up/delivery performed Monday through Friday between the hours of 7:01PM and 7:59AM, or Saturday, Sunday and legal holidays will also incur special charges. (See the Estes Air Accessorial Guide for a listing of current charges.).

18. Proof of Delivery

Upon request Estes Air will provide the Shipper and/or Consignee, as proof of delivery, a copy of the signed delivery receipt. An additional charge per copy will be assessed for this service. (See the Estes Air Accessorial Guide for a listing of current charges.)

19. Routing and Re-Routing

- A. We have the right to reject any shipment tendered to us, even after acceptance, for any reason within our sole discretion. Such rejection may occur when the shipment might cause damage or delay to other shipments, equipment or personnel, or if law or the provisions of this Service Conditions Policy prohibit the shipment. We reserve the right to route the shipment in any way we deem appropriate and to select the modes of transportation.
- B. Shipper and Consignee expressly authorize Estes Air to subcontract part or all of the services, and these Terms incorporate by reference the terms and conditions of Estes Air's contract with, and to the exclusion of, any such subcontractors. In the event of a conflict between these Terms and the terms and conditions of any subcontractor used by us, these Terms shall prevail.

20. Service Levels Defined

- A. The standard service levels depicted on the Waybill are defined as follows:
 - 1) **Same Day Next Flight Out Delivery:** Expedited, time definite delivery usually accomplished the same day of the shipment pickup, or the morning of the next

business day. Estes Air will use whatever means of transportation necessary to meet the customers requested delivery time. Special charges for pickup, delivery and line-haul will apply.

- 2) **Next Day AM:** This service provides for next business day delivery, prior to noon for all shipments picked up the previous day, before 5:01 PM. Shipments picked up on Friday will be delivered Monday unless Saturday service is requested in the special instructions on the Waybill. Contact Estes Air at 1-888-378-3724 for service availability.
- 3) **Next Day PM:** This service provides for next business day delivery, prior to 5:00 PM for all shipments picked up the previous day, before 5:01 PM. Shipments picked up on Friday will be delivered Monday. Contact Estes Air at 1-888-378-3724 for service availability.
- 4) **Second Day:** This service provides for second business day delivery, prior to 5:00 PM. Second day shipment picked up on a Friday will be delivered by 5:00 PM on Tuesday.
- 5) **Economy / Deferred:** This service provides for a 3 or more business day delivery, prior to 5:00 PM. The exact delivery day will be determined by the destination location. Call Estes Air at 1-888-378-3724 for the exact delivery date to your specific location.
- 6) **Air Charter Service:** Using dedicated aircraft based on the characteristics of the shipment. Service includes expedited pick up and delivery to and from the airport, with no size or weight restrictions.
- 7) **Hot Shot Ground Service:** Exclusive use vehicles and team drivers. Vehicles available are cargo vans, cube trucks, straight trucks, flat bed trailers, temperature-controlled trailers, and standard dry van trailers.
- 8) **In Transit Upgrade:** For shipments that become critical after it has been shipped via Estes LTL. Estes Air recovers the shipment from with the Estes or ExpressLink network and upgrades the service to meet the new service needs of the customer.

Times stated above depict the local time. Pick up times are based on the local time of the origin (shipper's) location. Delivery times are based on the local time of the destination (consignee's) location.

21. Guaranteed Shipment Rules & Conditions

The following rules and conditions shall apply to all shipments when the paying party requests Guaranteed Service. Except as specifically modified by these rules and conditions, the Service Conditions Policy (sometimes referred to as "tariff") shall also apply to the shipments.

- A. **Service Commitment:** Estes Air's Guaranteed service provides a guarantee that Estes Air will deliver a Guaranteed shipment by the delivery time shown on the *Estes Waybill* for the shipment. Guaranteed shipments for Next Day AM or PM shipments must have the cargo ready for pick-up as agreed upon with Estes Air in order for the guaranteed service to be valid. For Service to beyond areas as listed in the current ESTES AIR Guide, additional charges and transit times may apply.
- B. **Service Parameters:** When the paying party requests Guaranteed Service, Estes Air will guarantee on-time delivery or the shipment will be considered "no charge" if the service is not

performed. The rate identified on the Rate Quotation form shall govern the shipment regardless of any other pricing agreements in effect.

C. **Exclusions to Guaranteed Service**

Guaranteed delivery commitments shall not apply to the following circumstances:

1. Violation by the shipper or consignee of any of the rules contained in any applicable tariff, included but not limited 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.
2. Compliance with delivery instructions from the shipper or consignee or non-compliance with special instructions from the shipper or consignee not authorized by applicable tariffs.
3. Delays which are a direct result of waiting time at the consignee locations, whether through appointment deliveries, convention center receiving processes or any circumstance which is caused by the consignee's lack of ability to receive the consignment within the specified time frame.
4. Air Shipments that exceed 82" in length or width, or 72" in height.
5. Shipments that are undeliverable or are returned have unclear or incorrect addresses, or shipments addressed to rural delivery numbers.
6. Shipments to be delivered on a day that is considered a National Holiday.
7. Shipments moving on a collect basis that are not authorized by the consignee as the paying party.
8. 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 commotion, hazards or dangers incident to a state of war or undeclared war.
9. Any shipment containing commodities classified as Dangerous Goods per I.A.T.A regulations.
10. Shipments lacking the proper Shippers Security Endorsement and shipper's identification per the TSA Indirect Air Carrier Standard Security Program
11. Shipments that are undeliverable or are returned, have unclear or incorrect addresses, or shipments addressed to rural delivery numbers.

D. **Service Territory:** Guaranteed Service is available to all points within the 48 contiguous States. Check with Estes Air for service availability on your particular shipment.

E. **Dimensional Weight:** All charges will be determined based on the greater of the actual or dimensional weight of the shipment. Dimensional weight will be calculated from the cubic measure of the shipment on the basis of (1) one pound per each 194 cubic inches or fraction thereof.

22. Shipments Not Acceptable

Estes Air will not transport the following Shipments:

- A. Shipments of articles of extraordinary value such as but not limited to: Gold or other precious metals, bronze, copper, gold or silver coins, coin collections, gems, precious stones, postage, trading or revenue stamps, stamp collections, money, currency, bonds, bills of exchange, deeds, promissory notes, negotiable securities, stock certificates and other documents of inherent value.
- B. Antiques.
- C. Original manuscripts, electronic data or prototypes for which no other copy or replacement exists.
- D. Stringed instruments.
- E. Uncrated, unwrapped or otherwise improperly packaged, furniture or household goods.
- F. Shipments of live animals, insects, birds, fish or reptiles.
- G. Shipments of human remains, cremated or disinterred.
- H. Shipments with a declared value amount in excess of \$25,000 (USD) without prior approval.
- I. Shipments that require the forwarder to obtain a Federal, State or Local license for their transportation.
- J. Commodities classified as Dangerous Goods/Restricted Articles as outlined in the I.A.T.A. Dangerous Goods Regulations.
- K. Such additional items as determined, including, but not limited to:
 - 1. Cash On Delivery shipments
 - 2. Personal effects
 - 3. Household goods
 - 4. Used furniture

23. Shipments Subject to Advanced Arrangements

- A. Oversized shipments as described in Section 8 above.
- B. Critical service shipments such as Same Day / Next Flight Out Delivery / Hot Shot Ground.
- C. Shipments requiring; inside pickup and/or delivery, two-man pickup and/or delivery, lift-gate service, appointment deliveries, and weekend deliveries.
- D. Guaranteed delivery as described in Section 21 above.

24. Shipper's Responsibility

You are responsible for properly completing the Waybill and selecting the service level. Please print neatly (press hard), or use a typewriter or printer. You are responsible for compliance with

all applicable laws, rules and regulations, including customs, import and export laws for each country through which this shipment may pass. It is your responsibilities to provide all necessary information and documentation in order to fully comply with such laws. We will not be liable for any delay, loss or claim arising from your failure to comply with these requirements. It is your responsibility to properly package and secure the goods for shipment. Shipments tendered for air transportation are subject to aviation security laws and regulations. All shipments and documents provided to us are subject to inspection by us or governmental agencies to make certain they comply with all applicable regulations. However, we are not obligated to perform any such inspection and we do not promise that acceptance by us of your shipment is proof of your compliance with all applicable regulations.

25. Storage

- A. Shipments will be held free of charge at destination for 3 business days after the Consignee has been notified of the arrival of the shipment. After the expiration of such free time, we will continue to hold the shipment subject to an additional charge per shipment per day as set forth in the Estes Air Accessorial Guide. If such continued holding is not practical, we will place the shipment in a public warehouse at the expense of the Shipper and Consignee. The Shipper and Consignee will be subject to a lien for all transportation, storage, delivery, warehousing, additional handling and any other related charges.
- B. When a shipment is held beyond the expiration date of free time while awaiting delivery instructions, our liability for the shipment shall terminate.
- C. Shipments will be held for 30 calendar days from the day of notification of arrival to the Consignee. After the 30 days, we will return the shipment to the Shipper, at the Shipper's expense or we will dispose of the shipment in accordance with Section 14 Notice And Disposition Of Property.

26. Surcharges

If unforeseen economic conditions (including, but not limited to, fuel price increases, regulatory changes, etc.) change our cost of providing services, we reserve the right to increase our rates and charges or impose applicable surcharges to cover our increased costs.

27. Accessorial Guide

Address Correction	\$10.00
Waybill Preparation	\$20.00
Waybill Copy	\$10.00
Appointment pick-up/delivery Fee (GROUND)	\$12.00
Attempted pick-up/delivery (A or B points)	\$35.00 minimum or \$5.00/cwt
Attempted pick-up/delivery (C & beyond points)	\$65.00 or \$8.75/cwt
Billing Type Change Fee	\$20.00
Construction Site/ Mine Site pickup/delivery	\$65.00 per shipment

Container Freight Station Fee	\$65.00
Convention Center/Hotel pick-up/delivery	\$75.00
Dangerous Goods Fee (AIR)	Call for quote and availability
Detention	\$20.00/15 minutes, first 15 minutes free
Fairs, Carnivals, Chautauquas	\$65.00
Fuel Surcharge	Call – Change based on Market Conditions
Hazardous Materials Fee (GROUND)	Call for quote and availability
Hotel pick-up/delivery	\$25.00
Inside pick-up/delivery	\$15.00 minimum or \$5.00/cwt
Island pick-up/delivery requiring ferry service 02807, 06390, 11964, 11985, 43436, 43434, 43438	\$125.00 flat fee
Las Vegas Convention Center and Sands Convention Center	\$150.00 minimum/\$.20 lb.
Liftgate Service	\$50.00 per pick-up/delivery
Limited Access Fee***	\$65.00 per shipment
Mall pick-up/delivery	\$25.00
Martha's Vineyard 02535, 02539, 02552, 02568, 02573, 02575	\$90.00 min/.10/lb.
Military Installation Fee	\$65.00 per pick-up/delivery
Mini-storage pick-up/delivery	\$65.00
Nantucket 02554, 02564, 02584	\$125.00 flat fee
Packing / Crating	Call for Quote
Pallet Jack service	\$50.00
Prison pick-up/delivery	\$65.00
Prepayment of Taxes	\$30.00 per shipment
Proof of Delivery Hard Copy	\$10.00 if before invoicing sent out
Re-delivery service	\$70.00 plus any applicable beyond/special delivery charges
Residential pick-up/delivery	\$50.00
Sat. pick-up/delivery – all hours	\$150.00
Service Guarantee	25% surcharge on Tariff Rates \$50.00 minimum

(Call Estes Air 1-888-378-3724 for availability)

Special pick-up/delivery**	
• Monday thru Friday- 8:00 AM to 7:00 PM	\$50.00
• Monday thru Friday- 7:01 PM to 7:59 AM	\$100.00
Storage	\$.10 Per Pound Per Day, \$25 Minimum Charge
Sunday and legal Holidays – pick-up/delivery - all hours	\$300.00
TSA Security Fee	\$10.00 Per Shipment
Tax Preparation (SJU)	\$20.00
Two man pick-up/delivery	Call for quote
University / Campus pick-up/delivery	\$65.00
Virgin Island Tax Preparation Fee	\$20.00

This list of accessorial charges is not intended to be all inclusive of the services that Estes Air offers, nor of the charges for said services. Please call Estes Air toll free at (888)-378-3724 if you have questions about our rates and/or services.

** Normal pick-up and delivery service parameters are Monday through Friday between 8:00 AM and 7:00 PM. Special pick-up/delivery service is defined as an expedited pick-up and/ or delivery performed outside the time that normal pick-up/delivery would be made in the course of the regularly scheduled route, in order to meet service requirements. Pick-up/delivery performed Monday through Friday between the hours of 7:01PM and 7:59AM, or Saturday, Sunday and legal holidays will also incur special charges.

*** Limited Access includes the following:

- A.Churches
- B.Commercial establishments not open to the walk in public during normal business hours
- C.Construction Sites
- D.Fairs, Carnivals, Chautauqua's
- E.Individual (Mini) Storage Units
- F.Prisons
- G.Schools
- H.Other non commercial locations
- I.Mine Sites

*These documents are available free of charge via the Estes Air web site.