

GENERAL

MEXPRESS TRANSPORTATION, INC. ("MEXPRESS TRANSPORTATION "), undertakes to arrange for the interstate and international transportation of shipments from named origins to named destinations. The transportation is furnished by carriers selected by and under contract with **MEXPRESS TRANSPORTATION**.

The following pages contain the Service Conditions applicable to the transportation of any shipment by **MEXPRESS TRANSPORTATION** when shipping within the **MEXPRESS TRANSPORTATION** system.

If there is a conflict between these Service Conditions and the terms and conditions on any **MEXPRESS TRANSPORTATION** freight bill, the **MEXPRESS TRANSPORTATION** freight bill will control. These Service Conditions supersede all previous Service Conditions and other prior statements concerning the rates and conditions of **MEXPRESS TRANSPORTATION** service. **MEXPRESS TRANSPORTATION** reserves the right, from time to time, to modify, amend or supplement its rates, features of service, products and Service Conditions without notice. Copies of current Service Conditions may be obtained by contacting **MEXPRESS TRANSPORTATION**. Rates and service quotations by our employees and agents will be based upon information provided by you, but final rates and service may vary based upon the shipment actually tendered and the application of the Service Conditions herein. Any conflict or inconsistency between any other written or oral statements concerning the rates, features of service, products and Service Conditions applicable to **MEXPRESS TRANSPORTATION** service will be controlled by these service conditions as modified, amended or supplemented by **MEXPRESS TRANSPORTATION** from time to time. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED.

Monetary amounts stated in these Service Conditions refer to U.S. dollars.

APPLICATION OF CHARGES

Transportation charges for a shipment, unless otherwise noted on the freight bill, will be based on whichever of the following is greater:

- The actual weight; or
- The cubic dimensional weight (calculated as outlined in "Dimensional Weight in these Service Conditions).

Charges will be assessed for transportation of shipment(s) from the named origin to the named destination as shown on the Bill of lading and the rates in effect on the day the shipment is accepted by **MEXPRESS TRANSPORTATION** including any cartage or other services provided.

Unless specifically otherwise agreed to in writing, **MEXPRESS TRANSPORTATION** retains the right to weigh and/or measure, for the purpose of applying correct charges, any shipment(s) at any time while in **MEXPRESS TRANSPORTATION 'S** custody and control, and to collect the appropriate charges without first advising, reporting back to, pre-alerting, or otherwise notifying the Shipper, Consignee or other interested party.

If the Shipper elects to leave the weight unstated on the bill of lading, **MEXPRESS TRANSPORTATION** will weigh and enter the shipment weight on the bill of lading for the Shipper. If the Shipper chooses to enter the weight and the weight reflected is found to have been understated, **MEXPRESS TRANSPORTATION** will correct the weight and charge for the accurate weight.

MEXPRESS TRANSPORTATION reserves the right to assess transportation charges based on volumetric standards. Dimensional weight pricing is applicable on all shipments with a total volume of more than 166 cubic inches. Dimensional weight is calculated by multiplying length by width by height of each package (all in inches) and dividing by 166. The dimensional weight of each package in the shipment is added, and the total dimensional weight of the shipment is then compared to the actual weight of the shipment. If the dimensional weight exceeds the actual weight, all transportation charges for the shipment are based on the dimensional weight

BILLING

For and in consideration of the transportation services to be provided, the Shipper agrees to pay **MEXPRESS TRANSPORTATION** the applicable freight charges as set forth in its current written rate circulars, if any, written rate tenders, and these Service Conditions on prepaid shipments. The Shipper's complete name, address, city, state, zip code, **MEXPRESS TRANSPORTATION** account number, and contact name must appear in the appropriate areas of the Bill of lading. The word "Shipper" must appear in the "bill to" section of the Bill of lading.

If the Consignee is responsible for payment of the freight charges, the Consignee's complete name, address, city, state, zip code, telephone number, and contact name must appear in the appropriate areas of the Bill of lading. The word "Consignee" and the Consignee's name must appear in the "bill to" section of the Bill of lading. If the Consignee is billed initially and refuses to make payment for the services rendered, the charges will be re-billed to the Shipper's account.

If a Third Party (including the Shipper or Consignee at an address different from that which appears in the "Shipper" or "Consignee" sections of the Bill of lading) is responsible for the freight charges, the Third Party's complete name, address, city, state, zip code, must be provided. If a third party is billed initially and refuses to make payment for the services rendered, the charges will be re-billed to the Shipper.

For "bill to" Consignee or Third Party transactions, if the shown Consignee or Third Party refuses to pay the charges, refuses delivery, or cannot be contacted, the Shipper is liable for, and will be billed for, all charges and fees. If a Consignee or Third Party does not have credit arrangements with **MEXPRESS TRANSPORTATION**, the Shipper will automatically be billed.

Your shipment may be delayed if we determine that it is billed to a **MEXPRESS TRANSPORTATION account** which is not in good credit standing.

Notwithstanding any payment instructions that are given to MEXPRESS TRANSPORTATION, the Shipper is ultimately liable for all charges and fees. Where the Shipper or Consignor acts for or on behalf of the beneficial owner of the goods, recourse to said beneficial owner is preserved.

MEXPRESS TRANSPORTATION reserves the right to demand F.C.C.O.D. for transportation charges incurred on any shipment when the party liable for the charges has not yet been extended credit.

MEXPRESS TRANSPORTATION reserves the right to demand prepayment of charges by cashier's check, certified funds or money order on any shipment. A \$25.00 fee will be applied for any check that is dishonored due to insufficient funds or incorrect or insufficient signature of the drawer.

Send remittance to: **MEXPRESS TRANSPORTATION, INC.**
21515 Soledad Canyon Rd. Unit #118
Santa Clarita, CA 91350 USA

CLAIMS

DELAY CLAIMS - MEXPRESS TRANSPORTATION will undertake to deliver the lading described on the Bill of lading under reasonable dispatch using next available equipment and shall attempt to effect delivery pursuant to the schedules and transit times as otherwise set forth by **MEXPRESS TRANSPORTATION. MEXPRESS TRANSPORTATION** does not guarantee that delivery will be affected to meet any particular market, dispatch, exhibition or sailing. **MEXPRESS TRANSPORTATION does** not accept liability for special or consequential damages or delays in delivery. The parties agree that in any event **MEXPRESS TRANSPORTATION 'S** maximum liability shall be an amount equal to the freight charges incurred.

LOSS OR PHYSICAL DAMAGE CLAIMS - Subject to the limitations set forth herein and as provided by applicable law. Where shipments have Declared Values, **MEXPRESS TRANSPORTATION 'S** liability for shortage or damage shall be prorated by weight when part of a shipment is lost or damaged. **MEXPRESS TRANSPORTATION 'S** liability shall be determined by multiplying the weight of the lost or damaged article by fifty cents (\$0.50) per pound. All claims must be filed within nine (9) months of recovery at destination or shall be forever barred. Claims will be presented and

adjusted in accordance with the guidelines established by the Interstate Commerce Commission and successor agencies and set forth in 49CFR1005. ICC Administrative Rulings 65 and 128 shall apply. The Shipper understands and agrees that the rates do not include insurance or other compensation for loss, other than as expressly provided herein and limited hereby. **MEXPRESS TRANSPORTATION shall** not be liable for damage caused by force majeure, Act of God, or the inherent vice of the shipment.

Shortages and/or damage must be noted on the Mexpress freight bill by the consignee or consignee's agent at time of recovery. Notice of intent to file a claim for concealed damage must be filed in writing with **MEXPRESS TRANSPORTATION** within fifteen (15) days of delivery. The actual claim, whether for loss, apparent damage, or concealed damage, must be filed in writing with **MEXPRESS TRANSPORTATION within** nine (9) months of recovery, and the claim must include the following as minimum for support:

- Date of shipment;
- **MEXPRESS TRANSPORTATION** Pro number;
- The names and addresses of the Shipper and Consignee;
- A description of the property; and
- A copy of the original invoice for the property lost or damaged.

Receipt of the shipment by the Consignee or the Consignee's agent without notation of shortage, loss or damage will be prima facie evidence that the shipment was delivered in good condition. No claim will be processed by **MEXPRESS TRANSPORTATION** until all transportation charges have been paid. Amounts of claims may not be deducted from transportation charges. Shipments and their containers and packaging materials must be retained and made available to **MEXPRESS TRANSPORTATION** for the purpose of inspection for up to fifteen (15) days after notification to **MEXPRESS TRANSPORTATION** that a claim is pending. **MEXPRESS TRANSPORTATION** reserves the right to repair or replace damaged property with no further liability for consequential damage such as, but not limited to, out of service time during repair

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Santa Clarita, CA 91350 USA

C.O.D. SERVICE

No C.O.D.'s are accepted by Mexpress Transportation

DANGEROUS GOODS

NO Dangerous Goods will be accepted for transportation.

INSPECTION OF SHIPMENTS

All shipments may, at **MEXPRESS TRANSPORTATION's** option, be opened and inspected. This right extends to the entire shipment, including document pouches, freight bill pouches and any other shipping documents

DECLARED VALUE AND LIMITS OF LIABILITY

WHILE CARGO IS IN TRANSIT IN U.S.A.

Unless otherwise specified herein, liability on all domestic shipments shall be limited to the higher of \$50.00 per shipment or \$0.50 per pound of cargo lost or damaged plus transportation charges applicable to that part of the shipment lost or damaged, unless at the time of tender, the Shipper declares a higher value and signs in the space designated on the Bill of lading . Liability shall in no event exceed the Declared Value of the shipment plus applicable freight charges, or the actual amount of loss or damage, whichever is lower.

WHEN CARGO IS IN TRANSIT IN MEXICO

There is no cargo insurance when cargo is in transit in Mexico unless otherwise purchase prior to movement of shipment.

In the absence of special arrangements, neither **MEXPRESS TRANSPORTATION** nor the carrier(s) retained by it shall be liable for loss of shipment.

The Shipper may make special arrangements for liability coverage in Mexico by calling **MEXPRESS TRANSPORTATION** at 1-800-301-2080.

The Shipper understands and agrees that the rates do not include insurance in Mexico or other compensation for loss, other than as expressly provided herein and limited hereby. Accordingly, the Shipper agrees that in the event it desires coverage for loss, it will obtain insurance, and that said insurance will contain a waiver of subrogation clause waiving any subrogation rights (or and on behalf of such insurance carrier. In the event that the Shipper fails to obtain a waiver of subrogation, the Shipper will defend, indemnify and hold harmless **MEXPRESS TRANSPORTATION** and any carrier(s) retained by it with respect to claims made by the Shipper or third parties acting as subrogees of the Shipper.

LIABILITIES NOT ASSUMED

MEXPRESS TRANSPORTATION shall not be liable for any damages, whether direct, incidental, special or consequential, in excess of the Declared Value of a shipment, in any event, and including, but not limited to, damages resulting in loss of income or profits.

MEXPRESS TRANSPORTATION will not be liable for, nor shall any adjustment, refund or credit of any kind be made as a result of any loss, damage, delay, misdelivery, nondelivery, misinformation or any failure to provide information, except such as may result from our sole negligence. However, in no event will **MEXPRESS TRANSPORTATION** be liable for any such loss, damage, delay, misdelivery, nondelivery, misinformation or failure to provide information caused by or resulting in whole or part from:

- The act, default or omission of the Shipper, Consignee or any other third party with an interest in the shipment;
- The nature of the shipment or any defect, characteristic or inherent vice of the shipment;
- The Shipper, Consignee or third party's violation of any of the terms and conditions contained in these Service Conditions, as amended from time to time, or on an Bill of lading , including, but not limited to, the improper or insufficient packing, securing, marking or addressing of shipments;
- Perils of transportation, public enemies, public authorities acting with actual or apparent authority on the premises, authority of law, local disputes, civil commotions, hazards incident to a state of war, or weather conditions (as determined solely by **MEXPRESS TRANSPORTATION**); national or local disruptions in ground transportation networks due to events beyond **MEXPRESS TRANSPORTATION** 's control, such as weather phenomena, strikes, or natural disasters: and disruption of communication and information systems;

- Acts or omissions of any person or entity other than **MEXPRESS TRANSPORTATION** , including our compliance with verbal or written delivery instructions from the Shipper, Consignee or persons claiming to represent the Shipper or Consignee;
- Loss of or damage to articles packed and sealed in packages by the Shipper, provided the seal is unbroken at the time of delivery, the package retains its basic integrity, and receipt of shipment by the Consignee without written notice of damage on the delivery record;
- Erasure of data from magnetic tapes, or other storage media or erasure of photographic images or sound tracks from exposed film;
- Our inability to provide a copy of the delivery record or a copy of the signature obtained at delivery;
- Our failure to honor "package orientation" graphics or damage to shipments in packaging not approved by **MEXPRESS TRANSPORTATION** prior to shipment where such prior approval is recommended or required herein;
- Damage in transit or in the handling of, or concealed or other damage to, florescent tubes, neon lighting, neon signs, X-ray tubes, glass or other inherently fragile items; and

PACKAGING AND MARKING

- **All shipments tendered to Mexpress must contain booking number given at time of reservation.**
- Shipments must be prepared and packaged to ensure safe transportation. By tendering a shipment to **MEXPRESS TRANSPORTATION**, the Shipper certifies that the shipment is sufficiently packaged to withstand the normal rigors of transportation.
- Each package must be legibly marked, and all old labels, tags or markings must be removed by the Shipper prior to the shipment being tendered for transportation. Any article susceptible to damage by ordinary handling must be adequately protected and packaged and marked in such a way as to alert **MEXPRESS TRANSPORTATION** of the possibility of damage from ordinary handling and must bear appropriate labels.

PREPARATION OF BILL OF LADING

It is the Shipper's responsibility to ensure accurate completion of the **MEXPRESS TRANSPORTATION** Bill of lading , including a complete description of the contents, the correct number of pieces, reference numbers, and the accurate total weight. If the Shipper fails to present a completed Bill of lading at the time of shipment, **MEXPRESS TRANSPORTATION** will accept any appropriate non-negotiable shipping document but will not accept any responsibility for misdelivery, delay, or missed collections resulting from the transfer of information from the shipping document on to the Bill of lading done by **MEXPRESS TRANSPORTATION** personnel.

RECONSIGNMENT (INCLUDING "CHANGE OF CONSIGNEE", "RE-ROUTE", "SPLIT" or "TERMINATION")

For the purpose of this Service Condition, the term "reconsignment" is considered to mean:

- A change in the name of the Consignee or the Shipper (Change of Consignee);
- A change in the destination city (Re-route);
- Relinquishment of the shipment at the point of origin (Split); or
- Relinquishment of the shipment at an intermediate point while in transit (Termination).

Requests for reconsignment are subject to the following conditions:

- Reconsignment of shipment cannot be done if shipment is in territory of Mexico.

- The request must be made or confirmed in writing;
- The party making the request must have the authority to do so;
- **MEXPRESS TRANSPORTATION** will make a diligent effort to comply, but will not be responsible or liable if the service cannot be performed;
- All charges applicable to the shipment must be paid or guaranteed to the satisfaction of **MEXPRESS TRANSPORTATION** before the service is performed;
- If the shipment is reconsigned outside the **MEXPRESS TRANSPORTATION** system, **MEXPRESS TRANSPORTATION** will return the shipment to the originating **MEXPRESS TRANSPORTATION** station or release it to an agent of the Shipper's choice

FUEL SURCHARGE

Due to the potential for significant fluctuations in market prices for vehicle fuel, we reserve the right to assess a fuel 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 we may determine necessary

SERVICES CONDITIONS

INTERNATIONAL HANDLING FEE

For U.S. Customs Bonded consignments, where **MEXPRESS TRANSPORTATION** destination terminal personnel are required to process and/or deliver import documents, **MEXPRESS TRANSPORTATION** reserves the right to charge a reasonable terminal service fee.

For shipments which require unloading and loading, disassembly, deconsolidation, assembly or consolidation, unrelated to normal movement in the **MEXPRESS TRANSPORTATION** network, a document handling fee will be assessed.

When **MEXPRESS TRANSPORTATION** arranges for the cancellation of an inbound shipment, a \$35.00 fee per bond will be assessed

SHIPMENTS NOT ACCEPTED

MEXPRESS TRANSPORTATION will not accept shipments of the following nature:

- Shipments of extreme configuration or requiring special equipment;
- Explosives;
- Firearms or cartridges
- Bulk; Service
- Original works of art, collections, antiques, or precious stones;
- Human remains;
- Precious metals; and/or
- Bullion or currency.

MEXPRESS TRANSPORTATION reserves the right to refuse any shipment at point of acceptance that its representatives deem unacceptable for transit due to any security or safety concern.

DELAY IN PAYMENT

MEXPRESS TRANSPORTATION reserves the right to assess a service charge of **1½% per month** on all partial month or past due amounts.