

DHL GLOBAL FORWARDING
TERMS AND CONDITIONS OF U.S. DOMESTIC CARRIAGE

THESE TERMS AND CONDITIONS OF U.S. DOMESTIC CARRIAGE APPLY ONLY TO ANY SHIPMENT THAT ORIGINATES IN, IS DESTINED FOR, AND DOES NOT INCLUDE AN ULTIMATE DESTINATION OR STOP OUTSIDE OF, THE UNITED STATES OR ANY U.S. TERRITORY, POSSESSION, OR COMMONWEALTH, MOVING VIA AIR TRANSPORTATION AND/OR SURFACE TRANSPORTATION. BY TENDERING A SHIPMENT TO DGF, ACCEPTING A SHIPMENT FROM DGF, ARRANGING WITH DGF FOR A SHIPMENT'S TRANSPORTATION OR SIGNING DGF'S U.S. DOMESTIC BILL OF LADING, SHIPPER AGREES TO ALL OF DGF'S TERMS AND CONDITIONS OF U.S. DOMESTIC CARRIAGE. SHIPPER ACKNOWLEDGES AND AGREES THAT DGF'S ROLE IS LIMITED TO ARRANGING, BUT NOT PERFORMING, TRANSPORTATION AND THAT DGF ARRANGES FOR, BUT DOES NOT PERFORM, MOTOR CARRIER OR DIRECT AIR CARRIER TRANSPORTATION WHEN RENDERING SERVICES UNDER THESE CONDITIONS.

CONDITIONS OF CARRIAGE

1. Definitions.

The following definitions apply to both sides of this Bill of Lading: "DGF" means Danzas Corporation d/b/a DHL Global Forwarding. "Conditions" shall mean all the terms and conditions of contract as stated herein. "Carriage" is the transportation, loading, unloading, storing, handling and other services undertaken by DGF or third parties engaged by DGF in relation to the goods covered by this bill of lading between origin and destination points identified on the face hereof. "Cartage" means the portion of the Carriage occurring before or after the transport of a Shipment aboard an aircraft, if any. The term "Conveyance" means any aircraft, truck, trailer, intermodal container, or rail car, or any connecting conveyance while in the ordinary course of transit by land or air. "Shipment" means all pieces that are tendered to and accepted by DGF on a single bill of lading. "Shipper" includes the shipper, consignor, consignee, receiver, holder of this Bill of Lading, owner of the goods or other person entitled to the possession of the goods and the servants and agents of any of these, including without limitation, any consolidator, or other intermediary involved in arranging this shipment, all of whom shall be jointly and severally liable to DGF for the payment of all charges, and for the performance of the obligations of any of them under this Bill of Lading, and subject to all Conditions herein.

2. Agreement to Terms.

- a) Shipper agrees to all terms of this bill of lading as a contract of carriage. It is agreed among the parties involved that the conditions of contract of carriage for this Shipment are governed by DGF's tariffs, if any, available for inspection at DGF's offices, and which are hereby incorporated into this contract, and a copy of which shall be supplied upon request. In the event any Shipment is tendered to DGF for Carriage on any shipping document other than DGF's bill of lading, Shipper agrees that these Conditions shall supersede any rules, regulations or contractual terms contained on the shipping document on which the Shipment was tendered. Except to the extent of any written contract signed by an authorized representative of Shipper and DGF which purports to supersede these Conditions, this bill of lading supersedes and negates any claimed, alleged, or asserted oral or written contract, promise, representation, or understanding between the parties with respect to this Shipment.
- b) Any exclusion or limitation of liability or other provision benefiting DGF shall apply to and be for the benefit of DGF's agents, servants, subcontractors and representatives and any person providing Carriage covered by this bill of lading. Any such limitation of liability shall be a single, aggregate limitation, and a single aggregate right of recovery, and satisfaction of such limitation by any one or more of the foregoing persons shall act as a satisfaction of such limitation by all of them. It shall also result in a full assignment and release of claims by each Shipper. Without prejudice to the foregoing, no benefits hereunder extend to any such persons with respect to any claim brought against them by DGF. Shipper warrants that Shipper shall make

no claim against any servant, agent or other person (including any independent contractor) whose services have been used in order to perform any part of the Carriage without the prior written consent of DGF.

- c) DGF's liability with respect to its undertaking to file or submit any information, in any format, to any government regulatory agency, organization or similar entity on Shipper's behalf and written authorization, whether in conjunction with the bill of lading or the Carriage contemplated herein, shall be governed by DGF's General Terms and Conditions, as amended, available at <https://www.logistics.dhl/us-en/home/our-divisions/global-forwarding/customer-service/terms-and-conditions.html>.

3. Obligations of Shipper.

- a) The Shipper warrants that: (i) it is either the owner of the goods or the authorized agent of the owner of the goods described on the face hereof and further warrants that it is authorized to accept and is accepting these Conditions not only for itself but also as agent for and on behalf of the owner of the goods and all other persons who are or may hereafter become interested in the goods; (ii) the description and particulars of any goods furnished by or on behalf of the Shipper are complete, timely and accurate, and include any information (A) as may be necessary to comply with such laws, rules and regulations, and (B) necessary to allow DGF to fully complete the contract of Carriage; (iii) Shipper has complied with all applicable laws, rules and regulations of any government or government agency applicable to the Shipment including those relating to: (A) the packing, marking, sealing, identification or delivery of the goods or, (B) any aviation or other general freight transport security requirements which must or ought to be complied with by the Shipper; (iv) the goods do not comprise or contain any explosive, incendiary or other device, substance or weapon which may endanger life or the safety of any airplane, vehicle or other transport conveyance to be used in connection with the carriage of the goods or which may cause or may be likely to cause loss, damage, injury to or death of any person or property; (v) the goods do not comprise or contain any dangerous or hazardous materials within the meaning of the Hazardous Material Regulations of the U.S. Department of Transportation, the IATA Dangerous Goods Regulations, Perishable Cargo Regulations, or Temperature Control Regulations each as revised from time to time (collectively the "Dangerous Goods Regulations") and the Shipper will not tender such goods to DGF for Carriage and/or attendant services without obtaining the DGF's prior written consent. Where such consent is granted the Shipper warrants that all such goods are packed, labeled and specified and otherwise meet all the requirements and provisions of the Dangerous Goods Regulations and Shipper acknowledges and agrees that DGF shall have no obligation to comply with any special handling instructions unless expressly agreed to by DGF in writing prior to pick-up of the cargo.
- b) THE SHIPPER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS DGF FROM AND AGAINST, AND SHALL PAY AND REIMBURSE DGF FOR ANY AND ALL DIRECT AND INDIRECT LIABILITIES, CLAIMS, LOSSES, EXPENSES, COSTS (INCLUDING ATTORNEY FEES) OR DAMAGES (FOR PURPOSES OF THIS PROVISION, "CLAIMS") INCURRED OR OCCASIONED BY (i) A BREACH BY THE SHIPPER OF ANY OF THE WARRANTIES CONTAINED HEREIN; (ii) THE FAILURE OF THE SHIPPER TO COMPLY WITH THESE CONDITIONS; (iii) DGF'S EXECUTION OF SHIPPER'S INSTRUCTIONS OR DGF'S RELIANCE ON INFORMATION PROVIDED BY OR ON BEHALF OF SHIPPER; (iv) SHIPPER'S NEGLIGENCE OR WILLFUL MISCONDUCT; OR (v) ANY AUXILIARY SERVICES INCLUDING BUT NOT LIMITED TO LOCAL CARTAGE, CRATING, UNCRATING, PACKING, AND UNPACKING WHICH ARE REQUESTED BY SHIPPER AND ARRANGED BY DGF AS A CUSTOMER ACCOMMODATION WHEN SUCH SERVICES ARE NOT ACTUALLY PERFORMED BY DGF; OR (vi) CLAIMS SEEKING TO IMPOSE LIABILITY IN EXCESS OF ANY LIABILITY EXPRESSLY ASSUMED BY DGF HEREIN OR IN EXCESS OF ANY LIMITATION OF LIABILITY TO WHICH DGF IS ENTITLED HEREUNDER. THE INDEMNITY OBLIGATIONS IN THIS PROVISION SHALL NOT APPLY TO THE EXTENT A CLAIM IS DETERMINED BY A COURT OF APPROPRIATE JURISDICTION TO HAVE BEEN CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF DGF.

4. Custody and Liability.

- a) DGF's care, custody, and control over the Shipment shall commence when the Shipment is safely received by DGF or a transporting carrier engaged by DGF, and shall terminate when delivered to the consignee, owner or any other party entitled to receive the Shipment or to such other destination as Shipper may designate.
- B) DGF'S SOLE LIABILITY WITH RESPECT TO LOSS, DAMAGE OR DELAY SHALL BE TO THE EXTENT SUCH LOSS, DAMAGE OR DELAY IS CAUSED BY THE NEGLIGENCE OF DGF OR ANY MOTOR CARRIER OR AIR CARRIER ENGAGED BY DGF TO RENDER TRANSPORTATION OF THE SHIPMENT.
- c) The sole liability of DGF and the sole recovery of Shipper, with respect to any loss or damage to a Shipment shall be as set forth in these Conditions. If a court of competent jurisdiction holds that this standard of liability is not enforceable, the limitation on recovery shall nevertheless be limited in accordance with the provisions of this bill of lading. Receipt by the person entitled to delivery of the cargo shall be prima facie evidence that the cargo has been delivered in good condition and in accordance with the contract of carriage unless otherwise noted on the face of this bill of lading. In no event will DGF be liable for delay except to the extent failure to exercise reasonable dispatch in regards to the Shipments results in actual loss of or damage to the Shipment. DGF shall have no liability for any chargebacks or other fines or assessments related to late or missed pick-up or delivery appointments.

5. Liabilities Not Assumed.

- a) DGF SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS OR SALES, BUSINESS INTERRUPTION, LOSS OF MARKET, LOSS OF CONTRACT, LOSS OF REPUTATION OR GOODWILL, LOSS OF REVENUE OR USE CLAIMS, PUNITIVE OR EXEMPLARY DAMAGES (IN EACH CASE WHETHER DIRECT OR INDIRECT), THE CONSEQUENCES OF DELAY (EXCEPT TO THE LIMITED EXTENT SUCH LIABILITY IS EXPRESSLY ASSUMED ABOVE) OR DEVIATION HOWSOEVER CAUSED, ANY DAMAGE OR DELAY CAUSED BY THE SHIPPER, THIRD PARTY CLAIMS AGAINST THE SHIPPER OR ANY DAMAGE OCCURRING OUTSIDE THE CUSTODY OF DGF OR ITS SUBCONTRACTORS, OR FOR ANY CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES. THE FOREGOING EXCLUSIONS AND LIMITS OF LIABILITY SHALL APPLY WHETHER OR NOT DGF HAD KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS. THE DEFENSES AND LIMITS OF LIABILITY PROVIDED FOR HEREIN SHALL APPLY IN ANY ACTION AGAINST DGF WHETHER FOUNDED ON CONTRACT, TORT, EQUITY, INDEMNITY, BAILMENT OR ANY OTHER BASIS WHATSOEVER AND EVEN IF THE LOSS OR DAMAGE AROSE AS A RESULT OF NEGLIGENCE, RECKLESSNESS OR FUNDAMENTAL BREACH.
- b) DGF shall not be liable for any loss, damage, misdelivery, delay, or non-delivery not caused by its own negligence or intentional misconduct or any loss, damage, delay, misdelivery, or non-delivery caused by the act, default or omission of Shipper, the consignee, or any other party that claims an interest in the shipment; the nature of the shipment or any defect, characteristic, or inherent vice of the goods; or act of God, perils of the air, public enemies, public authorities acting with actual or apparent authority of law, acts, or omissions of customs or quarantine officials, riots, strikes, civil commotions, hazards incident to a state of war, weather conditions, or delay of aircraft or other vehicles used in providing transportation services, or any other cause or event which DGF is unable to control or avoid and the consequences of which DGF is unable to prevent by the exercise of reasonable diligence.
- c) In no event will failure to abide by handling instructions, or delivery without an original security seal or packaging, result in any presumption that any Shipments have been contaminated, adulterated, or otherwise rendered unfit for its intended purposes. DGF is not responsible for any loss or damage due to change in temperature or atmospheric conditions.

6. Limitation of Liability.

- a) DGF's liability, regardless of any actual or alleged negligence and for air transportation, ground transportation (including both Cartage as well as all-ground transportation from origin to destination), storage, and other handling, for any loss, damage or delay to the Shipment is limited to the greater of \$.50 per pound per package or \$50.00 per Shipment, in any event, not to exceed the cost to repair or replace the goods. Shipper has the option to increase the amount of this liability, not to exceed the cost to repair or replace the goods, in exchange for payment of additional fees. To obtain a quote for such increased liability, please contact your local DGF office or account executive.
- b) Shipper assumes all risk of any loss, damage, or delay in excess of the liability limitations (or requested increase in liability, if requested in accordance with the foregoing) set forth herein. If Shipper sends more than one piece on a bill of lading, Shipper shall specify the value for each piece; otherwise, the value for each piece shall be determined by dividing the total applicable recovery, by the number of pieces on the bill of lading. Regardless of any request for increased liability, DGF's liability for loss, damage, or delay shall not exceed the Shipment's repair cost, depreciated value or replacement cost, whichever is less.

7. Claims.

- a) Notice of arrival of goods will be given promptly to the consignee or to the person indicated on the face hereof as the person to be notified. DGF is not liable for non-receipt or delay in receipt of such notice.
- b) On arrival of the goods at the place of destination, subject to the acceptance of other instructions from the Shipper prior to arrival of the goods at the place of destination, delivery will be made to or in accordance with the instructions of the consignee on payment of all charges due. If the consignee declines to accept the goods or cannot be communicated with, disposition will be in accordance with instructions of the Shipper and subject to payment of all charges. If Shipper fails to give disposition instructions within 5 days of being notified of consignee's non-acceptance of the goods, DGF shall be entitled to exercise its lien rights or otherwise dispose of the Shipment at public or private sale and pay itself out of the proceeds to satisfy the transportation and storage charges owing on the Shipment. No sale or disposal pursuant to this rule shall discharge any liability or lien to any greater extent than the proceeds thereof. The Shipper and the consignee shall remain liable, jointly and severally, for any deficiency.
- c) In the case of cargo loss, damage or delay, the person entitled to delivery must make a claim in writing to DGF. Such written claim must be made: (i) In the case of damage (including disappearance or non-delivery) to a Shipment having been moved by air, immediately after discovery of the damage and at the latest within 14 days from the date of receipt of the cargo; (ii) In the case of delay or a Shipment having been moved by air, within 21 days from the date on which the cargo was placed at the disposal of the person entitled to delivery; (iii) with respect to any Shipment moved entirely via ground transportation, within eight (8) months of the date of delivery or if no delivery within eight (8) months of the date on which delivery should have occurred.
- d) The claim shall be sent to the address of DGF. All written claims must set forth at minimum a reasonably comprehensive factual statement of the circumstances of the claim, state the basis why it is alleged DGF is liable for the claimed damages, and a statement of specified, actual damages. If a complete written claim is not made within the time limits specified above, Shipper waives its action against DGF.
- e) Any rights to damages against DGF shall, in any event, be extinguished unless an action is brought within eighteen (18) months from the date of denial of all or any part of the underlying claim.
- f) THE SHIPPER, UNDERSTANDING THAT THE ORDINARY RATES OF DGF ARE PREMISED UPON THE DGF'S LIMITATION OF LIABILITY, AND IN CONSIDERATION FOR SUCH RATES, IN ADDITION TO ALL OTHER RESPONSIBILITIES SET FORTH HEREIN.

- g) No claim shall be processed by DGF until all transportation charges have been paid. The amount of a claim may not be deducted from the transportation charges. In the event of a claim, the shipment, its container, and its packing material shall be made available to DGF for inspection at the delivery location.

8. Right to Reject.

DGF reserves the right to reject any Shipment for any reason whatsoever, including but not limited to, safety or security concerns.

9. Force Majeure.

DGF shall not be liable for failure to perform, loss, damage, delay or monetary loss 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 and inherent vice of the freight or any defects thereof; public enemies; hazards incident to a state of war; acts of terrorism; any other matters beyond DGF's reasonable control, or by acts, defaults or omissions of 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 packaging, classifying, marking, labeling, incomplete/inaccurate shipping instructions, and failure by Shipper to observe these Conditions.

10. Liberties of DGF.

a) While DGF agrees to use all reasonable endeavors to complete the Carriage hereunder with reasonable dispatch, no time for completion is fixed, and DGF reserves to itself the right without notice to substitute alternative carriers or aircraft and with due regard to the interest of the Shipper use other means of transportation. DGF is further authorized by the Shipper to select the routing and all intermediate stopping places that it deems appropriate or to change or deviate from the routing shown on the face hereof. DGF assumes no obligation to forward the goods by any specified carrier, transportation mode, or route or to make connection at any point according to any particular schedule, and DGF is hereby authorized to select, or deviate from, the transportation modes, carriers, or routes, notwithstanding that the same may be stated on the face of the bill of lading.

B) SHIPPER EXPRESSLY WAIVES ALL RIGHTS AND REMEDIES UNDER 49 U.S.C. SUBTITLE IV, PART B TO AS PERMITTED BY 49 U.S.C. § 14101(B)(1), EACH AS AMENDED FROM TIME TO TIME, INCLUDING, BUT NOT LIMITED TO 49 U.S.C. § 14706, TO THE EXTENT SUCH RIGHTS OR REMEDIES CONFLICT WITH THE PROVISIONS OF THIS AGREEMENT, AND SHIPPER HEREBY AGREES TO THE CARGO LIABILITY STANDARDS AND LIMITATIONS SET FORTH IN THESE CONDITIONS.

11. Rates and Charges.

The Shipper guarantees payment of all charges for the carriage due in accordance with these Conditions and agrees to pay DGF for claims, fines, penalties, damages, costs (storage, handling, reconsignment, return of freight to Shipper, etc.) or other sums which may be incurred by DGF by reason of any violation of this contract or any other default of Shipper or consignee or their agents. All charges are earned in full upon DGF's agreement to transport the Shipment and are due and payable without offset upon tender of the Shipment to DGF. If DGF extends credit to Shipper then all charges are due without offset no later than thirty (30) days of the date of DGF's invoice. Any payment which is past due shall be subject to an additional charge of one and 1.5% per month of the outstanding balance due or the maximum interest rate permitted by applicable law, whichever is less, together with all collection costs, including reasonable attorney fees, incurred by DGF. When a Shipment is tendered on a collect or third party billing basis, Shipper shall remain responsible for all charges not paid by the responsible party immediately when due. Claims for overcharges or duplicative payments shall be made in writing and are extinguished unless received by DGF within one hundred eighty (180) days after the date of acceptance of the shipment by DGF. Rates and charges for this Shipment shall be based on actual or dimensional weight, whichever is greater.

12. Lien.

DGF shall have a general lien on any and all documents and Shipments of Shipper under DGF's actual or constructive possession or control for monies owed to DGF with regard to the Shipment on which the lien is claimed, prior Shipment(s) or both. In the event DGF exercises its lien it shall notify Shipper of the exact amount of monies due and owing by Shipper. DGF shall also notify Shipper of all storage and continuing charges accruing on Shipments subject to DGF's lien. DGF may refuse to surrender possession of any Shipment(s) until such charges are paid. DGF shall release its lien upon receipt of payment by Shipper of the total amount due. In the event Shipper does not satisfy DGF's lien within fifteen (15) days of DGF's exercise of the lien, DGF shall have the right, but not the obligation, to sell such Shipment(s) at public or private sale or auction without further notice to Shipper.

13. Dispute Resolution and Governing Law.

IF, NOTWITHSTANDING THE PROVISIONS HEREIN, A COURT OF APPROPRIATE JURISDICTION DETERMINES THAT DGF IS OPERATING AS A "CARRIER" SUBJECT TO PART B OF SUBTITLE IV TO TITLE 49 OF THE U.S. CODE, THEN SHIPPER AND DGF EXPRESSLY WAIVE ANY RIGHTS AND REMEDIES CONTAINED IN PART B OF SUBTITLE IV TO TITLE 49 TO THE EXTENT SUCH RIGHTS OR REMEDIES CONFLICT WITH THESE CONDITIONS. SHIPPER AND DGF AGREE THAT THESE TERMS AND THE SERVICES PROVIDED BY DGF UNDER THIS BILL OF LADING AND ANY CLAIM OR DISPUTE ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, SHALL BE GOVERNED BY THE LAWS OF FLORIDA EXCEPT TO THE EXTENT PREEMPTED BY FEDERAL LAWS, AND SHALL BE BROUGHT EXCLUSIVELY IN THE STATE OR FEDERAL COURTS SERVING THE STATE OF FLORIDA. SHIPPER AND DGF HEREBY CONSENT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS AND WAIVE ANY CHALLENGE OR DEFENSE TO THE JURISDICTION OF, OR VENUE IN, SUCH COURTS. In the event Shipper files an action against DGF, Shipper hereby consents to any DGF-instituted transfer of such action to any other venue in which DGF is a party or subsequently becomes a party to an action concerning loss, damage or delay to the cargo that is the subject of Shipper's action. Should DGF successfully defend itself or any legal actions brought by any party with an interest in this Shipment, DGF shall be entitled to reasonable attorney fees and costs. If any provision of these Conditions is declared void, invalid or unenforceable by any court of law, the remaining provisions of these Conditions shall, to the extent permitted by such declaration, remain in full force and effect as though the void, invalid or unenforceable provisions were never a provision of these Conditions.

14. Cargo Security Requirements.

Shipper acknowledges that DGF, like all indirect air carriers, is required by the Transportation Security Administration of the U.S. Department of Homeland Security ("TSA") to maintain an air cargo security program. If Shipper is acting as an agent, authorized representative, broker, carrier, or other freight intermediary for any other person or entity, Shipper shall disclose that fact to DGF and shall assist DGF in complying with the TSA requirements by enabling DGF to obtain any necessary documents from, or otherwise qualify, such other person or entity. **As required by TSA regulations (49 C.F.R. § 1548.9(b)), Shipper hereby consents to a search or inspection of the cargo, including screening of the cargo.** If Shipper, as the person who originates and tenders cargo for air transportation or as such person's representative, is an individual (natural person), such person shall advise DGF of that fact, and DGF shall, if required by law, provide Shipper or such person with a Privacy Act Notice.