

TAX AIRFREIGHT, INC., REGIONAL CARRIER DIVISION*, TERMS AND CONDITIONS

Revised: 8/16/2017

***Regional Carrier Serving Wisconsin, Illinois, and Minnesota**

The Shipper and Tax Airfreight, Inc., in consideration of Tax Airfreight Inc.'s providing transportation services in exchange for compensation to be paid by Shipper, hereby agree as follows:

Tax Airfreight, Inc. is referred to herein as "Tax Airfreight, Inc." or "Carrier". Shipper" is defined as any and all entities tendering a shipment to Tax Airfreight, Inc., for carriage (including entities physically tendering the shipment and entities on whose account the shipment is to be made) and includes the Shipper, Consignor and their employees and agents, and any other person or entity having or claiming an interest in or beneficial ownership in a shipment.

Through the use of Tax Airfreight, Inc.'s services, the shipper agrees to the Terms and Conditions listed here. No one may alter or modify the Terms or Conditions listed herein. Any bill of lading or shipping document which is inconsistent with these Terms and Conditions shall be invalid to the extent it conflicts with these Terms and Conditions. These Terms and Conditions shall apply notwithstanding the issuance of any other air waybill or bill of lading by any party tendering a shipment to Tax Airfreight, Inc. Tax Airfreight, Inc. drivers are not authorized to bind Tax Airfreight, Inc. to non-conforming bills of lading or other documents. The party tendering a shipment to Tax Airfreight, Inc., shall indemnify and hold Tax Airfreight, Inc., harmless from any demand or obligation which exceeds or conflicts with those set forth herein.

These Terms and Conditions shall apply to all transportation services agreed to and rendered by Tax Airfreight, Inc. unless expressly waived or modified in a separate signed written agreement.

“HAZARDOUS MATERIALS: Shipper certifies that all shipments shall be acceptable for transport under U.S. DOT and FAA regulations based on the mode selected and as reflected in the shipping documents. The hazardous nature of any shipment tendered to Tax Airfreight, Inc., shall be properly identified at the time of booking and shall be properly reflected on the shipping documents at time of pickup by Tax Airfreight, Inc., and/or its contract service providers. Shipper agrees to indemnify and hold harmless Tax Airfreight, Inc., and its transportation service providers from all claims, fines, and liabilities arising out of their individual and collective failure to properly document, label, identify or tender hazardous material for transport.

FREIGHT CHARGES: Transportation charges are to be paid to Tax Airfreight, Inc. at the time the shipments are delivered. However, Tax Airfreight, Inc., at its discretion, shall extend credit to qualified customers. Unless otherwise agreed, Tax Airfreight, Inc.’s credit period is 30 days and begins on the day following the date of invoice. This 30 day period includes Saturday, Sundays and legal holidays. Unless otherwise agreed, all freight charges shall be paid within 30 days of date of invoice. Invoices not paid within 30 days may be subject to interest at 1.5% per month until paid. In the event Tax Airfreight, Inc. elects to recover for unpaid or partially unpaid freight charges, Tax Airfreight, Inc. will be entitled to accrued interest and reimbursement of reasonable attorney’s fees, court costs and any related expenses associated with the collection of amounts due. Tax Airfreight, Inc., reserves the right to require prepayment of charges via credit card, bank check, or money order. A processing fee of up to 4% may apply on credit card payments. A twenty-five USD (\$25) fee will be applied for any check returned due to insufficient funds. Tax Airfreight, Inc., shall have a lien on all shipments in its possession, whether actual or constructive, tendered to it by the shipper for any and all amounts due it by the shipper. This shall be a general lien on all shipments in its possession tendered by the shipper, and not limited to a specific lien on shipments for which charges are due.

TAX AIRFREIGHT, INC., WARRANTIES: Tax Airfreight, Inc., is authorized by the U.S. DOT to provide commercial transportation services (pursuant to authority MC-164888). In addition, Tax-Airfreight, Inc., warrants that in providing its transportation services, it

will only use equipment that is in good operating condition. Tax Airfreight, Inc., is registered with the U.S. DOT in Hazardous Materials Transportation per 49 CFR S107, Subpart G. All Tax Airfreight, Inc.. Employees involved in the processing, handling and transportation of hazardous materials are trained and tested in accordance with the requirements outlined in the above regulation. Although the official C-TPAT program does not include domestic carriers, Tax Airfreight, Inc., meets the security criteria per C-TPAT guidelines. All Drivers and Freight Handlers undergo pre-employment screening including previous employment verification and criminal background checks. Security plan and training includes controlling access to all cargo during transport and storage, and does require all vehicles to be locked during transit. All Tax Airfreight, Inc., personnel involved with the movement and/or handling of air cargo have been trained per the TSA Air Cargo Security Directive and are certified (STAs) as an Authorized Representative per the directive of the Indirect Air Carrier Shipper Security Program. Tax Airfreight, Inc., is not subject to direct regulation by the Transportation Security Administration. All shipments having a subsequent movement by air cargo must be tendered to Tax Airfreight, Inc., by direct air carriers or indirect air carriers (IACs) who accept TSA responsibility for the shipment. Tax Airfreight, Inc., subscribes to a uniform security protocol (detailed above) which has been approved by existing customers. A copy of this protocol is available for review and incorporation by qualified IACs and other regulated parties. Air Cargo Compliance: Tax Airfreight, Inc., accepts shipments having a prior or subsequent movement by air from direct and indirect carriers, subject to regulation by the Transportation Security Administration (TSA). All customers tendering air freight to Tax Air Freight, Inc. warrant compliance with TSA safety protocols and agree to indemnify and hold Tax Air Freight, Inc. harmless from any breach in such compliance.

INSURANCE COVERAGES: TAX AIRFREIGHT, INC.

Shall maintain risk cargo insurance in the amount of not less than \$100,000 per occurrence

Shall maintain public liability insurance in the amount of not less than \$1,000,000 as required by federal regulations.

Shall maintain commercial general liability in the amount of not less than \$1,000,000 per occurrence

Shall maintain workers compensation insurance as required by state law

Shall provide certificates of insurance upon request.

The aforementioned coverage's are subject to the terms, conditions and exclusions contained in the actual insurance policies.

TAX AIRFREIGHT, INC., STANDARD SERVICE FOR DIRECT SERVICE AREAS IN
WI, MN, IL:

Standard Delivery Parameters: Monday through Friday: 0900-1700

Nights and Weekends: Special Charges Apply

Includes O'Hare area Surface/Ocean/LTL Deliveries

Standard Pickup Parameters: Monday through Friday: 1100-1700 with a 2-hour
window

Nights and Weekends: Special Charges Apply

Standard O'Hare Airport Area Air Freight Deliveries: Monday through Friday:
Delivery by noon as requested. Special Charges may apply.

Saturday: Delivery by 1300 as requested

Nights/Saturday after 1300/Sundays: Special Charges Apply

Standard O'Hare Airport Area Air Freight Pickups: Monday through Friday:
Documents must be received by 1400 latest. Freight must be ready by 1600
latest with 2-hour Window

Sunday: 1100-1500: Documents must be received by 1030 AM

Nights/Saturday/Sunday after 1500: Special Charges Apply

Standard Transit Time: Monday through Friday: Next Business Day unless a
Beyond Service Point requiring additional service days. Beyond Service Points
and corresponding service days are found with the appropriate zip code in our
website: <http://www.taxair.com>

Sunday pickups will be delivered on Monday unless the delivery point is
an outlying area for Tax Airfreight, Inc. In that case standard delivery will
be performed on Tuesday unless special services are requested.

Reasonable Dispatch: No time is guaranteed for the completion of carriage, and
Tax Airfreight, Inc., shall not be liable for loss or damage caused by failure to

commence or complete carriage within a certain time. Tax Airfreight, Inc., assumes no obligation to carry the goods in any particular vehicle, and is authorized to select alternate means of transportation and deviation from route without liability.

REDELIVERY: If a shipment is tendered for delivery and, through no fault of Tax Airfreight, Inc. cannot be delivered, each re-delivery shall be considered a new shipment and shall be billed accordingly.

REJECTION: If a shipment is rejected for any reason, through no fault of Tax Airfreight Inc., the shipment will be returned to the point of origin unless otherwise instructed by Shipper. All freight, accessorial and/or detention charges, including storage, shall apply.

STORAGE: Shipments in Tax Airfreight, Inc.'s possession rendered undeliverable due to actions by shipper, consignor, regulatory authorities or other party and not caused by Tax Airfreight, Inc. shall be considered "stored" property immediately upon undeliverability and will be subject to Tax Airfreight, Inc.'s storage fees. Tax Airfreight, Inc.'s liability for such shipments will be limited to that of a warehouseman.

WEIGHTS AND MEASURES: Tax Airfreight, Inc., retains the right to re-weigh and/or measure, for the purpose of applying correct charges, any shipment(s) at any time while in Tax Airfreight, Inc.'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. Tax Airfreight, Inc., reserves the right to assess transportation charges based on volumetric standards. Dimensional weight is calculated by multiplying length by width by height of each package (all inches) and dividing by 194 cubic inches. 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, transportation charges for the shipment are based on the dimensional weight.

EXCEPTION: CZAR shipments: If the Class is identified and agreed to ahead of time between Tax Airfreight, Inc., and Shipper; the shipment is exempt from dimensional rating. CZAR Density pricing may apply.

BUMPING PROHIBITED: "Bumping" is the practice of making declaration on a bill of lading of an artificially higher weight for the purpose of qualifying freight for a lower classification rating. Tax Airfreight, Inc. does not recognize the concept of "bumping" and does not permit any customers to do so.

DENSITY: HEIGHT:

The average density and total cubic inches/feet a shipment requires will be determined by the total cubic inches/feet of each unit in the shipment except:

A vertical dimension (height) of 90 inches shall be used to determine the cube of any unit on top of which freight cannot be loaded because of:

1. The nature of the article or articles as tendered for shipment; or
2. Packaging, or lack of packaging, used; or
3. Palletization in a "pyramid", "rounded", or "topped off" manner; or
4. Specific instructions by the shipper and/or on the Bill of Lading to the effect that no freight is to be loaded on top of the articles.

CAPACITY LOADS:

Shipments that occupy or require 1600 cubic feet and weigh less than 20,000 lbs, or utilizes a linear length of 24 feet or more in a trailer, will be considered a trailer loaded to capacity and subject to Customer's Tariff Trailer Load pricing; or, if none, to \$2.75 per mile with a minimum charge of \$530.00.

HANDLING UNITS: Carrier is responsible for Handling Units only. A Handling Unit is the physically identifiable unit(s) received by Tax Airfreight, Inc., from the shipper. Tax Airfreight, Inc., is not liable for piece counts within uncountable palletized orders, picked up and delivered intact.

PACKAGING REQUIREMENTS: Packaging must be of a design and have structural integrity adequate to withstand reasonable and normal handling. Packaging should meet or exceed industry standards. Shippers are responsible to properly package, label, and prepare their freight for transportation. Carrier will not be responsible for any damage to cargo, damage to other property or injury to persons occurring, in whole or in part, because of the inadequacy of the packaging from the preparation of any freight for transportation, including but not limited to improper loading/securing of freight (if applicable). Further, Shipper shall indemnify and hold harmless Tax Airfreight, Inc. from any and all claims, damages, suits, demands, fines, penalties or cost or expense arising out of failure to properly package freight.

CARGO LOSS AND DAMAGE: Tax Airfreight, Inc., does not offer or provide heat or cold protective service for perishable or non-perishable commodities requiring protection from heat or cold. Tax Airfreight, Inc.'s acceptance for transportation of such commodities and any damage caused by exposure to heat or cold will be solely at Customer's risk. Liability for purposes of loss, damage, or injury of Customer's freight while under Tax Airfreight, Inc.'s, care, custody, or control: Tax Airfreight, Inc.'s liability for loss, damage, or injury shall be limited to fifty cents (\$0.50) per pound or fifty dollars (\$50.00) per shipment, whichever is greater, up to one hundred thousand (\$100,000.00) per occurrence, unless a higher value is declared at time of tender to Tax Airfreight, Inc., and the applicable charge of seventy cents (\$0.70) per one hundred dollars (\$100.00) of value in excess valuation is paid. However, in no event, even declaration of excess value, shall Tax Airfreight, Inc.'s liability exceed two hundred and fifty thousand dollars (\$250,000.00) per occurrence. In cases of loss, damage, or injury of part of a consignment, the weight to be taken into account in determining Tax Airfreight, Inc.'s liability shall be only the weight of the item or items lost, damaged, or injured. In no case shall Tax Airfreight, Inc., be liable for any type of consequential, special, indirect or incidental damages (including without limitations, lost profits or business opportunity) or punitive or exemplary damages incurred or suffered by the shipper as a result of overage, shortage or damage to shipments transferred.

FILING OF CLAIMS: **Claims in Writing Required:** A claim for loss, damage, or injury shall not be voluntarily paid by Tax Airfreight, Inc. unless filed in writing, within the specified time limits and as otherwise may be required by law, the terms of the bill of lading, other contract of carriage and/or all tariff provisions applicable thereto. **Minimum Filing Requirements:** A communication in writing from a claimant must be filed with Tax Airfreight, Inc. and (1) contain facts sufficient to identify the shipment of property involved, (2) assert grounds for liability for alleged loss, damage or injury, and (3) make claim for the payment of a specified or determinable amount of money. **Documents Not Constituting Claims:** Bad order reports, appraisal reports of damage, notations of shortage or damage or both, on freight bills, delivery receipts or other documents or inspection reports issued by carriers or their inspection agencies, whether the extent of loss or damage indicated in dollars and cents or otherwise, shall, standing alone, not be considered by Tax Airfreight, Inc. as sufficient to comply with the minimum claim filing requirements. **Claims Filed for Uncertain Amounts:** Whenever a claim is presented against Tax Airfreight, Inc. for uncertain amount, Tax Airfreight, Inc. shall determine the condition of the shipment involved at the time of delivery by it, if it was delivered, and shall ascertain if possible, the extent, if any, of the loss or damage for which it may be responsible. Tax Airfreight, Inc. shall not, however, voluntarily pay claim under such circumstances unless and until a formal claim in writing for a specified or determinable amount of money shall have been filed in accordance with the provisions specified in Minimum Filing Requirements. **Time for Filing:** All claims for recovery against Tax Airfreight, Inc. for damaged cargo must be filed in writing within nine (9) months after the date of delivery, or in the case of failure to make delivery, within nine (9) months after a reasonable time for delivery has elapsed. **No Offset:** The customer is responsible for the payment of freight charges and is not permitted to offset any part of the freight charges by the value of any outstanding loss/damage. **Salvage:** Carrier is entitled to the benefit of any salvage or salvage proceeds of any damaged freight and shall deduct such salvage from any payment of any claim in the event that the shipper does not release such damaged goods to Carrier's custody and ownership. In the event that Shipper elects not to sell or salvage any damaged goods then Carrier shall be entitled to have a surveyor of its choosing appraise the salvage value of the goods and

Carrier shall be entitled to a credit in that amount. **Civil Action:** Any and all civil actions filed in any court relating to such claims must be filed no later than two (2) years and 1 day from the day when written notice is given to the claimant that Tax Airfreight, Inc. has disallowed the claim or any part thereof. When claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, Tax Airfreight, Inc. shall not be liable, and such claims will not be paid.

CONCEALED DAMAGE: If damage to contents of a shipping container is discovered by the consignee which could not have been determined at time of delivery, it must be reported to Tax Airfreight, Inc., upon discovery and no more than 5 days from the date of delivery. At that time a request for inspection must also be made. Consignee must hold the shipping container and its contents in the same condition they were in when damage was discovered. Notice of loss or damage and request for inspection may be given by telephone but must be confirmed in writing. See FILING OF CLAIMS above.

MAXIMUM LIABILITY: Customer agrees that the maximum liability of Tax Airfreight, Inc., shall not exceed the released rate limitation set forth in these Terms and Conditions and that it will indemnify and hold harmless Tax Airfreight, Inc., from all claims, including attorney's fees in the event that amounts greater than agreed to herein are sought.

EXCEPTIONS FROM LIABILITY: Without waiver of any other provision of these Terms and Conditions, Tax Airfreight, Inc., shall not be liable for any damage or loss of any nature caused by:

Acts of God, public enemy, or public danger incident to a state of war

Any default or delay of the shipper, owner or consignee including insufficient packaging for carriage

The nature of the shipment, or any defect, characteristic or inherent vice of the shipment

Violations by the shipper or consignee of any conditions of these terms and conditions

Compliance with laws, governmental regulations, orders or requirements of any jurisdiction, or

Any other cause beyond the control of Tax Airfreight, Inc.

SHIPMENTS NOT ACCEPTABLE FOR TRANSPORT:

Human Remains

Warm Blooded Live Animals

Precious Metals

Coins and Coin Collections

Money, Currency of any kind, Negotiable Securities

Original one-of a kind Artwork and Objects of Art

Antiques

Gemstones and Jewelry

Original items of which no other copy exists

Personal Effects if Air Freight Shipment

Any shipment not wrapped and or crated for transport

Hazardous Waste

1.1, 1.2, or 1.3 Explosives

1.4, 1.5, or 1.6 Explosives that require placarding

Radioactive III Materials

Medical Cultures or Blood

Firearms without the firing pin removed

Shipments of an inherent nature or defect which indicate that transportation cannot be furnished without loss of or damage to the shipment

Shipments which require a Federal, State, or Local License or Permit for transport

Shipments not expressly covered above but would be likely to cause damage to other shipments, equipment, or personnel, or the carriage of which is prohibited by law.

If any shipment not acceptable for transport is inadvertently accepted by Tax Airfreight, Inc., it shall still be subject to all terms and conditions herein, including but not limited to released value limitation of liability, whether or not any declared value is made.

INSIDE DELIVERY/ASSEMBLY/SET UP SERVICES: In addition to point-to-point transportation, Tax Airfreight, Inc., may provide inside delivery and/or set up of cargo upon request, advance approval, and payment of additional accessorial charges. When such service is rendered, the consignee shall first sign carrier's bill of lading upon unload from vehicle, noting any damage to external packaging and prior to unpacking. Signature without notification or exception shall constitute prima facie evidence that the shipment was not damaged in transit. Then, if during the unpacking of goods, concealed damages are found, the consignee shall note such concealed damages on the house waybill and shall contact the shipper immediately. Shipper acknowledges that Tax Airfreight, Inc., does not pack goods for transportation or inspect shipments prior to acceptance of goods into their care, custody, and control. Accordingly, shipper shall have the burden of proof to demonstrate that any concealed damages were not caused by shipper negligence. **INSIDE DELIVERY** is defined as handling freight not immediately adjacent to vehicle.

GOVERNING LAW/VENUE:

These Terms and Conditions shall be interpreted and enforced, and all questions arising hereunder, shall be resolved and adjudicated in accordance with the laws of the State of Wisconsin. Any dispute concerning the Terms and Conditions shall be commenced and maintained in a court of competent jurisdiction in the State of Wisconsin and each of the parties' consents to jurisdiction and venue in such court for such purposes.

ATTORNEYS FEES:

Should any proceeding (including arbitration or litigation) be commenced between the parties concerning the Terms and Conditions or the right and duties of the parties hereto, the prevailing party in such proceeding or action shall be entitled to recovery of its reasonable attorney's fees.

MISCELLANEOUS TERMS:

If any provision or provisions of these terms and conditions shall be unenforceable, all remaining provisions shall remain, and the parties bound to them. These Terms and Conditions may be changed without notice, and the effective version of these Terms and Conditions shall be posted at www.taxair.com, and shall also be available upon request. The version of these Terms and Conditions in effect as of the date the shipment is tendered to Tax Airfreight, Inc., shall be the applicable version. The Tax Airfreight, Inc., website at www.taxair.com, is for the convenience of Tax Airfreight, Inc., customers, and shall be subject to its terms of use, and shall not affect these terms and conditions.

OTHER ACCESSORIAL APPLICATIONS AND CHARGES: See www.taxair.com.

FUEL SURCHARGE: See Fuel Surcharge Table at www.taxair.com.