

Jetco's Standard Terms and Conditions of Service.

The term "Shipper" shall mean the company sending the goods or freight. Shipper is the party who consigns the freight for transportation hereunder. For purposes of defining the obligations, limitations and restrictions hereunder, such definition shall include Shipper's agents, forwarders, brokers and other representatives. It is the responsibility of all such parties to provide notice and copies of these Terms and Conditions of each other.

The term "Consignee" shall mean the person or party to whom the freight is to be delivered hereunder.

The term "Jetco" referenced in these Terms and Conditions refers to Jetco Delivery, L.L.C. or Jetco Heavy Haul, L.L.C., as applicable to the particular shipment and the particular authority under which services are being performed. Jetco Delivery, L.L.C. performs services by transporting cargo on equipment owned or leased to Jetco Delivery, L.L.C. under **MC-555157**. Jetco Heavy Haul, L.L.C. performs services by transporting cargo on equipment owned or leased to Jetco Heavy Haul, L.L.C. under **MC-660310**. Otherwise, when cargo is transported by an unaffiliated motor carrier, broker services are provided by Jetco Logistics, L.L.C. under **MC-584105** and subject to Jetco Logistics, L.L.C.'s Terms & Conditions.

Shipper and its agents consent to the use of Jetco's affiliated brokerage entity, Jetco Logistics, L.L.C., to broker loads that Jetco Delivery, L.L.C. or Jetco Heavy Haul, L.L.C. do not perform using their own equipment. Shipper and its agents expressly agree that they will not attempt to hold Jetco Logistics, L.L.C. liable in the capacity of a motor carrier. Shipper's insertion of Jetco or Jetco Logistics, L.L.C. (for a brokered load) as the carrier on a bill of lading or other document shall be for Shipper's convenience only and shall not affect the status of the actual motor carrier transporting the property or brokerage entity arranging for transportation.

Shipper and its agents further agree they will not attempt to hold Jetco Delivery, L.L.C., Jetco Heavy Haul, L.L.C. or Jetco Warehouse LLC liable in the capacity of a broker, nor to attempt to make any claim against Jetco Delivery, L.L.C., Jetco Heavy Haul, L.L.C. or Jetco Warehouse LLC, respectively, in connection with transportation services performed by any other motor carrier. The carrier actually transporting the freight at issue ("Carrier") shall be the sole party responsible in the capacity of a motor carrier. Shipper and its agents agree Jetco Delivery, L.L.C., Jetco Logistics, L.L.C., Jetco Leasing, L.L.C., Jetco Holdings, L.L.C., and Jetco Heavy Haul, L.L.C. do not engage in warehousing, and Shipper and its agents agree they will not attempt to hold the aforementioned entities liable for warehousing services provided by Jetco Warehouse, LLC, if any.

Jetco Delivery, L.L.C., Jetco Logistics, L.L.C., Jetco Warehouse, LLC, Jetco Leasing, L.L.C., Jetco Holdings, L.L.C., and Jetco Heavy Haul, L.L.C. are Texas limited liability companies, each of which (i) is solely responsible for its own debts and obligations, (ii) is not responsible for the debts and obligations of any other entity unless expressly agreed in writing, and (iii) is separate and distinct from, and not to be confused with, any other entity bearing a similar name or logo.

In the event of any discrepancy or conflict between these Terms and Conditions and those of any customer or Shipper, these Terms and Conditions shall control, unless changes have been made by obtaining prior written approval in advance by the President of Jetco.

I. PRICING TERMS

1.1 General. Quotes are based on information provided by the customer. Price is based on one driver per truck and dock-to-dock delivery. Unless otherwise specified, price includes 90 minutes of free time on each end for loading/unloading for tractor service, and 45 minutes of free time on each end for loading/unloading LTL (straight truck) service. Detention is calculated in 1/4 hour increments. Detention rate depends on the tractor/trailer combination used. Unless indicated above, the price excludes charges for detention time, per diem and additional stops. The quoted rate depends on the value, weight and dimension of the property described. Any changes to the actual dimension, description or weight of the load will result in revisions to the quoted price. For oversize/overweight loads, the price includes all required permits and escorts as required based solely on the description provided at the time of issuing the quote. Additional charges apply for weekend and priority service. All quotes are based on availability at the time the order is received. In order for a previously quoted rate to be valid, Shipper must refer to the quote number at the time of booking. Quoted rates are valid for 30 days, subject to fluctuations in fuel price and the other variables listed herein. The right is reserved to adjust quotes at any time, without notice, to account for changes in fuel price. Unless expressly indicated in writing, intermodal quotes exclude chassis rental charges in those cases where steamship lines do not provide the chassis at their cost.

1.2 Intermodal Shipments. Jetco does participate in the Uniform Intermodal Interchange Agreement (UIIA). All trailer use and per diem charges incurred will be assessed to Shipper and include an additional administration fee. Jetco is not responsible for trailer use, per diem, claims, theft or loss value for equipment dropped at Shipper's facilities. Use of steamship line or third party equipment (chassis, containers, flat racks, ISO tanks, etc.) shall be subject to the steamship line or third party's equipment interchange agreement, including allowances for free time, per diem charges, and Maintenance and Repair (M&R) charges. Shipper shall be responsible for all per diem charges and M&R charges that are incurred through no fault of Jetco. Customer will be billed for all such charges plus an additional administrative charge, and customer shall pay all valid charges without delay or protest.

1.3 Chassis Splits. When container chassis is not located at the same location as the container to be transported, chassis split charges may be assessed.

1.4 Dunnage, Stripping and Packing. Rates do not include the cost of any Shipper mandated materials for temporary blocking, bracing, stripping, saddles, dunnage, or supports, including pipe racks and stakes, required to protect the freight and make it secure for transportation. At the request of the Shipper, such materials will be furnished at an additional charge.

1.5 Tarpaulins or Covers. Rates do not include tarps or other covers. When Jetco is required by law, or when requested by Shipper or Consignee, to cover a load with tarps or other types of covering, additional charges will be assessed.

1.6 Stop-Offs. Stop-off charges may be assessed when Jetco is required to pick up from multiple origins or deliver to multiple destination locations.

1.7 Attempted Pickup. When Jetco is requested to dispatch a vehicle to a point designated by the Shipper, and such vehicle is furnished but not used, due to no fault of Jetco, an attempted pickup charge and fuel surcharge will be assessed.

1.8 Attempted Delivery. If, through no fault of Jetco, a shipment is rejected wholly or in part by Consignee, Shipper shall be responsible for all freight charges as though the shipment had been accepted by Consignee. In addition, the rejected shipment will be returned to the point of origin or other location designated by Shipper. The return of the rejected shipment shall be treated as a new shipment, and Shipper shall be responsible for all freight charges. If Shipper subsequently requests Jetco to re-deliver the shipment, the re-delivery shall also be treated as a new shipment and rated accordingly.

1.9 Weighing. Jetco reserves the right to weigh any shipment for the purpose of verifying weight for revenue billing and for conformance with federal, state, or municipal law regarding maximum weight. When a vehicle is weighed, either empty or loaded, at the request of the Shipper or Consignee, a weigh charge will be assessed for each time the vehicle is weighed.

II. OUT OF GAUGE, HAZMAT AND OTHER SPECIAL LOADS

2.1 Laws. Laws and regulations are subject to change and may affect quote. All permit costs along with time to obtain permits could change and if so will be communicated at time of order. There is no guaranty as to how long it may take for a permit authority to issue a permit, and Jetco is not responsible for any costs associated with delays in transit due to permit office delays or any other governmental intervention.

2.2 Distance Computations. When shipments move under special permits required by and obtained from a state, municipal, or other governmental agency that specifies the route to be traveled by the motor vehicle, the mileage to be used for rate calculations shall be the mileage traveled via the route specified in the permits. A change in dimensions may change the route and rate.

2.3 Hazardous Materials Provision. Shipper accepts all U.S. Department of Transportation requirements governing hazardous materials. Among other requirements, the Shipper must provide a legible bill of lading with proper Hazmat information, including the Shipper's certificate containing all required information such as emergency response number and hazardous material information, and affix any required placards before or at the time that the shipment is tendered. Failure to comply with these requirements will relieve Jetco of any and all liability for loss or damage directly or indirectly caused to or by the hazardous materials. Any mis-declared hazardous materials may be warehoused at the Shipper's risk and expense, or destroyed without compensation. Unless otherwise specified, quotes do not cover hazardous material or cargo containing hazardous material as defined by the US DOT. Shipments of hazardous materials will be subject to an additional charge.



2.4 Overweight Liability. Advance written notification by Shipper of overweight shipments is required. Jetco may take whatever actions are necessary to bring equipment into compliance. Any fines or expenses resulting from overweight shipments, in addition to any permit fees, will be included in the invoice and charges to be paid for the shipment.

2.5 Direct Discharge. Direct discharge is not included and rates do not include additional charges related to direct discharge (dock expense, wharfage, stevedore charges, terminal charges, etc.). Loads transferred directly to/from ships, barges, or other marine vessels ("direct discharge") shall be subject to additional charges.

2.6 Utility Assistance. Unless specifically indicated otherwise, costs for utility assistance such as telephone, cable, power company, and DOT/Municipal Signal Shops are not included. If required, these services will be invoiced as additional to this quote, at cost plus an administrative fee.

III. LIMITATIONS OF LIABILITY

3.1 Jetco's Limitation of Liability. Unless otherwise agreed in writing as specifically set forth herein, all shipments are released to a maximum value of \$2.50 per pound for the actual weight of the damaged or lost portion of the shipment, subject to a maximum liability of \$100,000 per shipment ("Release Value"). In no event shall liability be greater than the actual value of lost or damaged articles less salvage. Jetco's liability for cargo loss or damage will not exceed \$2.50 per pound or \$100,000 per shipment unless Shipper requests an increase in legal liability by a.) submitting a written request for a higher Release Value before the shipment is tendered to Jetco, b.) paying an additional charge based on the increased Release Value, and c.) obtaining written confirmation of the higher Release Value from the President of Jetco. DRIVERS ARE NOT AUTHORIZED TO AGREE TO HIGHER RELEASE VALUE. Shipper may obtain rates for shipments with a higher release value than those indicated above from Jetco by calling 713-676-1111. JETCO IS NOT RESPONSIBLE FOR HIDDEN OR CONCEALED DAMAGE.

3.2 Inadvertence Clause. If a Shipper declares a value exceeding \$2.50 per pound or \$100,000 per truckload on any bill of lading without obtaining written approval from the President of Jetco, the shipment will not be accepted, but if the shipment is inadvertently accepted, the parties agree that these Terms and Conditions control with respect to any conflicting language in any other agreement or document and the shipment will be considered as being released to a value of \$2.50 per pound for the actual weight of the damaged or lost portion of the shipment, subject to a maximum liability of \$100,000 per shipment, and the shipment will move subject to such limitation of liability.

3.3 Commodity Limitations. Jetco does not hold out to transport jewelry, manufactured tobacco products, ammunition, objects d'art, currency, documents, or items of unusual value or rare metals. Unless otherwise indicated herein or agreed to by contract signed by an officer of the Jetco (Drivers have no authority), Jetco does not provide temperature-controlled service.

3.4 Reasonable Dispatch and Special/Consequential Damages. Notwithstanding the fact that an estimated delivery date may be provided or that a specific date and time may be requested, transportation services are not required to be performed by a particular schedule or in time for a particular market, but the responsibility for providing transportation services on a shipment is solely with reasonable dispatch, as that term is defined at common law. It is agreed that Jetco shall not be responsible for special or consequential damages resulting from delayed delivery.

3.5 No liability for Consequential damages. IN NO EVENT SHALL JETCO BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, including, but not limited to, lost income.

IV. GENERAL

4.1 Force Majeure; Conflict. Jetco shall not be liable for failure to perform any obligation resulting from circumstances beyond its control, including but not limited to any force majeure, act of God, riot, war, terrorist act, civil disturbance, fire, explosion, flood, strike, lock-out, labor disturbance, or any other cause outside of the reasonable control of Jetco.

4.2 Advancing Charges. Jetco may advance for collection from Shipper, owner or Consignee, lawful charges of connecting air, rail, water, or motor carrier; storage and other lawful charges on property stored in public warehouse or other storage; dock, pier, wharf or stevedore fees and charges, advance charges for rigging, crane service and in bond or customer house charges; and other lawful charges that may be associated with the transportation of the freight. Such charges will be paid by Jetco and billed to the Shipper or Consignee at actual cost plus administrative fees determined by Jetco.

4.3 Shipper Load and Count. All shipments shall be loaded by the Shipper and unloaded by the Consignee. Jetco's drivers are instructed to sign bills of lading as Shipper load and count or "SLC". Inadvertent omission of this notation shall not result in a presumption of Jetco's liability for shortage or damage (in the absence of upset or accident) where the driver was either not present or not allowed to observe the loading and unloading.

4.4 Invoices. As a convenience to Shipper, all Jetco invoices are processed by Jetco Delivery, L.L.C. Jetco Delivery, L.L.C.'s administrative support in issuing invoices shall not alter Jetco Delivery, L.L.C.'s role in connection with a particular shipment, as the act of invoicing is a purely administrative function performed independent of transportation services. In the event of a loss, Shipper's claim and any remedies shall be directed to, and the sole responsibility of, the carrier performing transportation services for the particular shipment at issue, to the extent of any claim for loss, damage or delay. Delivery receipts and proofs of delivery will be provided upon specific request in accordance with the provisions of these Terms and Conditions.

4.5 Collection and Payment of Charges. Payment will be due within 30 days of invoice. In consideration for transportation services performed for the mutual benefit of the Shipper and Consignee under the Terms and Conditions set out herein, both Shipper and Consignee shall assume joint and several liability for all freight charges accrued with regard to such transportation. In the event that freight bills are not paid by either the Shipper or the Consignee, payment for such charges may be sought from either party or both parties.

4.6 Payment Without Offset. Shipper and/or Consignee shall pay all freight charges when due without offset for any cause, including but not limited to, cargo claims. All claims for loss or damage shall be governed by these Terms and Conditions and following and neither Shipper nor Consignee shall deprive Jetco of proper cargo insurance adjustment by unilateral deduction of claims from payment of freight charges due. In the event that Shipper or its agents "short pay" freight charges or deduct charges from freight bills without Jetco's authorization to do so in writing, prior to the deduction, Shipper and its agents waive their right to any contested cargo claim that is set-off against freight charges.

4.7 Interest and Fees on Past Due Accounts. Jetco will assess one and one-half percent (1 1/2%) interest per month beginning on the 30th day after payment is due. In no event does Jetco seek greater interest than allowed by applicable law, as it is the intent of Jetco to comply with the maximum rate of interest laws. In the event Jetco deems it necessary to retain the services of legal counsel to collect any outstanding indebtedness, Shipper shall pay attorneys' fees, collection service fees and court filings fees in the amount of \$500.00 or thirty-five percent (35%), whichever is greater.

4.8 Lien for Freight Charges. Jetco shall have a possessory lien on shipments in its dominion and control for the payment of freight charges past and present.

4.9 Claims Processing. Claims for loss, damage, or delay to cargo shall be filed in accordance with 49 C.F.R. § 370. All cargo claims are waived if not filed within 9 months of the date of delivery or expected delivery. Any suit to recover loss or damage to cargo must be filed no later than two years and one day after the claim is denied. Any other claims must be filed within two years of the event giving rise to the claim, or else such claims are waived. Shipper shall notify Jetco of all known material details within 91 days of receiving notice of any claims other than cargo loss or damage claims, or else such claims are waived, and shall update Jetco promptly thereafter as more information becomes available.

4.10 Venue and Jurisdiction. This agreement shall be construed to have been entered in Harris County, Texas, and performable in Harris County, Texas. Jetco is based out of Texas, from where it communicates, performs services and invoices are sent. All payments are to be made in Texas and all parties consent to the jurisdiction of Texas and to venue in Harris County, Texas. It is expressly acknowledged and agreed that any suit arising from the payment or collection of freight charges shall be filed in the appropriate state or federal court in Harris County, Texas.