

Conditions of Contract with NorthStar

1. In tendering this shipment, the shipper agrees to these Conditions of Contract, which no agent or employee of the parties may alter, and that this transportation document is **NON-NEGOTIABLE** and has been prepared by the Shipper. The Shipper certifies and represents to NorthStar that the information inserted and accepted on the face of this transportation document is complete and accurate. It is agreed among the parties involved that the conditions of carriage for this shipment are governed by the terms set forth herein and NorthStar's tariffs, available for inspection at NorthStar offices, and which are hereby incorporated into this contract. NOTE: Shipper in this contract means the party from whom the shipment is received, the party who requested the shipment be transported by NorthStar, any party having an interest in the shipment, and any party who acts as an agent for any of the above.
2. SHIPPER WARRANTS that each package in this shipment is properly described on the transportation document, is properly marked and addressed, is packaged adequately to protect the enclosed goods to ensure safe transportation with ordinary care in handling and except as noted, is in good order and condition. For articles shipped in unenclosed containers that are adequately packaged and marked to ensure safe transportation with ordinary care in handling. NorthStar shall not be liable for damage/loss unless abusive handling and/or loss is evident and is so noted on the delivery receipt at time of delivery. NOTE: A shipment in which delivery is made in exchange for a clear delivery receipt shall be prima facie evidence of having received ordinary care in handling.
3. At time of delivery, the CONSIGNEE MUST NOTE herein, any exceptions to the shipping containers that would indicate a discrepancy (shortage in the shipment, damage to the containers, or possible damage to the contents of the containers). NOTE: Such notations as "subject to inspection" and "subject to recount" are not exceptions.
4. NORTHSTAR SHALL NOT BE LIABLE IN ANY EVENT FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, INCOME, INTEREST, UTILITY, OR LOSS OF MARKET, WHETHER OR NOT NORTHSTAR HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.
5. NorthStar does not guarantee pickup, transportation, or delivery by a stipulated date or a stipulated time, nor shall NorthStar be liable for the consequences of failure to do so.
6. Overcharge claims must be received IN WRITING, by NorthStar within two years after date of acceptance of the shipment by NorthStar. All other claims (except concealed loss/damage claims must be received IN WRITING by NorthStar within 7 days after NorthStar accepted the shipment. Concealed loss/damage claims, (i.e. claims for loss or damage discovered by the Consignee after delivery and after a clear receipt has been given) must be received IN WRITING within 7 days after delivery, or if perishables, verbally within 48 hours. For damage claims and concealed loss claims, NorthStar must be notified of the damage or concealed loss within 7 days of delivery and NorthStar must be allowed the privilege of making an inspection of the shipment and its container (s) and packaging material (s) at the delivery location shown on this transportation document. No claims will be entertained until all transportation charges have been paid. Claims may not be deducted from transportation charges and no claims may be deducted from any charges

owed NorthStar. Legal action to enforce a claim must be brought within one year after the claim has been denied in writing by NorthStar, in whole or in part.

7. NorthStar's liability, in the absence of a higher value for carriage, is limited to a maximum of \$50.00 per shipment or \$0.50 per pound, per piece of cargo lost, damaged, misdelivered, or otherwise adversely affected. This limitation is subject to provisions as published in NorthStar's tariffs in effect at the time of this shipment. Declared values for carriage in excess of \$0.50 per pound, per piece, shall be subject to an excess valuation charge.
8. Unless each piece of the shipment has a declared value stated and is specifically identified on the NorthStar transportation document at time of shipment and is so identified on the NorthStar transportation document as being lost, damaged, destroyed, or otherwise adversely affected at time of delivery, NorthStar shall be liable subject to tariff provisions in effect at the time of shipment for the average declared value of the shipment multiplied by the packaged weight of the piece(s) adversely affected. The average declared value of the shipment shall be determined by dividing the total declared value of the shipment by the total weight of the shipment.
9. NorthStar shall not be liable for loss, damage, or delay caused by acts of God, public authorities acting with actual or apparent authority, strikes, labor disputes, weather, mechanical failures, aircraft failures, civil commotion's, acts or omissions of customs or quarantine officials, the nature of the shipment or any defects thereof, public enemies, hazards incident to a state of war, acts of terrorism, and by acts, defaults, or omissions of the Shipper or Consignee for failure to observe the terms and Conditions of Contract contained herein including but not limited to, improper packaging, marking, transportation document information, inherent vice, and the rules relating to shipments not acceptable for transportation or shipments acceptable only under certain conditions as outlined below.
10. Unless otherwise expressly provided in NorthStar's tariff, and subject to any conditions or restrictions contained therein, the following articles will not be accepted for carriage: any shipment prohibited by law, original works of art, antiques, bonds, coins of any kind, currency, furs, fur clothing, gems or stones (cut or uncut), industrial diamonds, gold or silver coined concentrates, jewelry (other than costume jewelry), money, pearls, precious materials, securities (negotiable), household goods and/or personal effects when the total declared value of the shipment exceeds \$500.00 or when the declared value exceeds \$0.50 per pound, per piece, NorthStar shall not be liable for any loss, damage, delay, liabilities, or penalties resulting from the transportation of materials.
11. The Shipper shall be primarily liable for all costs and expenses related to this shipment and for all cost incurred in either returning this shipment to the Shipper or warehousing this shipment, pending its disposition.
12. Rates and charges for this shipment will be based on actual or dimensional weight, whichever is greater.
13. If it is established that the loss of or damage to the goods occurs during international transportation NorthStar's liability shall be governed by the Warsaw Convention.
14. C.O.D. Shipments. Goods received with Customer's or other person's instruction to "Collect on Delivery" (C.O.D.) by drafts or otherwise, or to collect on any specific terms by time drafts or otherwise, are accepted by the Company only upon the express understanding that it will exercise reasonable care in the selection of a bank, correspondent, carrier or agent to whom it will send such item for Collection and the Company will not be responsible for any act, omission, default, suspension, insolvency or want of care, negligence or fault

of such bank, correspondent, carrier or agent, nor for any delay in remittance lost in exchange, or during transmission, or while in the course of collection.

15. NorthStar shall have the right to (1) substitute alternate carriers or other means of transportation and (2) select the routing or deviate from that shown on the face hereof.
16. This shipment is subject to inspection by NorthStar; however, NorthStar is not obligated to perform such inspection.
17. The Shipper and the Consignee shall be liable jointly and severally for all unpaid charges payable off account of this shipment pursuant to this contract and to pay or indemnify NorthStar for claims, fines, penalties, damages, costs (storage, handling, reconsignment, return of freight to Shipper, etc.) or other sums which may be incurred by NorthStar by reason of any violation of this contract or any other default of the Shipper or Consignee or their agents. NorthStar shall have a lien on any goods shipped for failure to pay charges due and payable on account. NorthStar may refuse to surrender possession of the goods until such charges are paid. Should NorthStar bring legal action for the enforcement of this contract or collection of any sums due and payable under this contract, NorthStar shall be entitled to reasonable attorney's fees and costs. All invoices not paid in full within 30 days of invoice date will be subject to a charge of 2% per month of total invoice balance.
18. Shipper and Consignee shall hold NorthStar and its agents harmless for loss/damage/delay which is a result of ancillary services including, but not limited to, local cartage, crating, uncrating, packing and unpacking which are requested by the Shipper or Consignee and arranged by NorthStar as a customer service unless such services are actually performed by NorthStar or its agents. Such limitation of liability shall extend to the selection by NorthStar of the providers of the ancillary services. Ancillary services are those which are performed prior or subsequent to transportation and which may be billed directly by the provider of the service or by NorthStar. Providers of ancillary services are contractors for the Shipper or Consignee and are not agents for NorthStar. Local cartage is the movement of unpacked/uncrated freight. NOTE: Under no circumstances will the liability of NorthStar for loss/damage/delay which is a result of any ancillary services performed by NorthStar or its agents be greater than the liability contained in this contract.
19. Indemnification for Freight, Duties. In the event that a carrier, other person or any governmental agency makes a claim or institutes legal action against NorthStar for ocean or other freight duties, fines, penalties, liquidated damages or other money due arising from a shipment of goods of the Customer, the Customer agrees to indemnify and hold harmless NorthStar for any amount NorthStar may be required to pay to such carrier, other person or governmental agency together with reasonable expenses, including attorney's fees, incurred by NorthStar in connection with defending such claim or legal action and obtaining reimbursement from the Customer. The confiscation or detention of the goods by any governmental authority shall not affect or diminish the liability of the Customer to NorthStar to pay all charges or other money due promptly on demand.
20. *"I certify that this shipment does not contain any unauthorized explosive or destructive devices. I am aware that this shipment is subject to appropriate aviation security controls and other relevant government regulations. I am aware that this endorsement and original signature, along with other shipping documents, will be retained on file until the shipment is delivered"*