



**HASSETT LOGISTICS
HASSETT EXPRESS, LLC.
TERMS AND CONDITIONS OF CARRIAGE
(By All Modes of Transportation)**

PLEASE NOTE: HASSETT DOES NOT ACCEPT HAZARDOUS MATERIALS FOR TRANSPORTATION (see Section 16).

1. **Agreement to Terms and Conditions; Definitions.** In tendering a shipment to, or arranging a shipment with, Forwarder (the “Shipment”), Shipper agrees to these Terms and Conditions of Carriage by all modes of transportation (these “Terms and Conditions”), which no agent or employee of the parties may alter, and Shipper agrees that this shipping document is non-negotiable. Under the contract formed through such a tender or arrangement and under any Forwarder air waybill, motor carrier or other bill of lading, contract, or other shipping document (together, “Bill”) that incorporates these Terms and Conditions, “Forwarder” means Hassett Logistics / Hassett Express, LLC. in its capacity as an air freight forwarder/indirect air carrier or motor carrier; and “Shipper” means the party from whom the Shipment is received, the party that requested the Shipment be transported by Forwarder, any party having an interest in the Shipment, and any party that acts as an agent for any of these. Shipper certifies and represents to Forwarder that the information inserted on the face of any shipping document that incorporates these Terms and Conditions is complete and accurate. It is agreed among the parties involved that the Shipment is further governed by Forwarder’s tariffs if any, a copy of which shall be supplied upon request, and that, if the tariff’s provisions are different from those in these Terms and Conditions, the tariff’s provisions shall prevail. Except to the extent any written contract between Shipper and Forwarder provides to the contrary, these Terms and Conditions and the Bill or any other shipping document that incorporates them supersede and negate any claimed, alleged, or asserted oral or written contract, promise, representation, or understanding between the parties with respect to the Shipment.

2. **Further Applicability of Any Limitation of Liability.** Any limitation of liability or other protection herein applicable to Forwarder shall apply to and be for the benefit of Forwarder’s subcontractors, agents, servants and representatives and any person or entity whose conveyance or services are used by Forwarder for carriage or other services for Shipper. This provision does not limit Forwarder’s rights as against such persons or entities.

3. **Order of Priority.** In the event that the Shipment is tendered to Forwarder on any form of bill of lading or shipping document other than Forwarder’s Bill, these Terms and Conditions shall supersede any terms and conditions contained on the shipping document on which the Shipment was tendered.

4. **All-Ground Transportation.** If Shipper requests transportation entirely by motor-carrier, courier-company, or other provider of highway transportation from original tender to final delivery (hereafter, “All-Ground Transportation”) or if Forwarder decides that the Shipment should be transported by All-Ground Transportation rather than air transportation for all or part of its journey, Forwarder shall transport the Shipment in its own equipment or arrange with authorized motor carrier(s) to perform such transportation, which in either case shall be done either as exempt carriage as defined by 49 U.S.C. § 13506(a)(8), or, if not exempt, as “contract carriage” within the meaning of 49 U.S.C. § 13102(4)(B) on the same cargo liability limitations and terms as contained in these Terms and Conditions. Except as otherwise set forth herein, Shipper expressly waives all rights and remedies it may have as to Forwarder and its subcontractor motor carriers under 49 U.S.C. Subtitle IV, Part B (excluding §§ 13703, 13706, 14101 and 14103) to the full extent permitted by 49 U.S.C. § 14101(b)(1), each as amended from time to time, and

Shipper hereby agrees, with respect to any Shipment going by All-Ground Transportation, to the cargo-liability standards and limitations set forth in these Terms and Conditions as to such motor carrier Shipment (including but not limited to Sections 5, 6, 7, 9(b), 10, 11, 13, and 14).

5. Shipper's Completion of Bill, Packaging, and Other Requirements; Forwarder's Right to Reject; Forwarder's Custody.

a. Shipper warrants and certifies, with respect to each package in this Shipment, that the contents of this consignment are fully and accurately described on this shipping document by the proper shipping name, and are classified, packaged, marked, and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. Shipper hereby declares that all of the applicable air transport requirements have been met. For articles shipped in unenclosed containers, Forwarder shall not be liable for damage/loss unless mishandling and/or loss is evident and is so noted on the delivery receipt at time of delivery.

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

c. Forwarder's care, custody, and control over the Shipment shall commence when the Shipment is safely received by Forwarder or its subcontractor or authorized agent, 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. Unless a different standard is set forth herein and subject to the limitations set forth herein, Forwarder or any of its authorized agents and subcontractors shall be liable for loss of or damage to Shipments for any air transportation, ground transportation (including All-Ground Transportation), storage, and any other handling to the extent caused by their respective negligence or willful misconduct.

6. **Exceptions.** At time of delivery, the consignee must note on the delivery receipt any exceptions to the shipping containers that would indicate a discrepancy such as a shortage in the Shipment or damage to the cargo. The consignee may not inspect the contents of the shipping containers until the consignee signs for the Shipment on the delivery receipt. For articles shipped in unenclosed containers, Forwarder shall not be liable for damage/loss unless damage and/or loss is evident and is so noted on the delivery receipt at time of delivery. NOTE: Such notations as "subject to inspection" and "subject to recount" are not exceptions. 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.

7. **Liabilities Not Assumed.** FORWARDER SHALL NOT BE LIABLE IN ANY EVENT FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, INCOME, INTEREST, UTILITY, OR LOSS OF MARKET, WHETHER OR NOT FORWARDER HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED. FORWARDER DOES NOT GUARANTEE PICK UP, TRANSPORTATION, OR DELIVERY BY A STIPULATED DATE OR A STIPULATED TIME. EXCEPT AS OTHERWISE REQUIRED BY ANY INTERNATIONAL CONVENTION OR OTHER APPLICABLE LAW THAT CANNOT BE WAIVED, IN NO EVENT SHALL FORWARDER BE LIABLE FOR DELAY IN DELIVERY OR ANY CONSEQUENCES ARISING FROM OR RELATED THERETO.

8. **Claims Procedure.** Overcharge claims must be received in writing by Forwarder within one year after date of acceptance of the Shipment by Forwarder. Notice of concealed loss/damage (in other words, loss or damage discovered by the consignee after delivery and after a clear receipt has been given) must be received in writing by Forwarder within seven (7) days after delivery, or if perishables, verbally

within forty-eight (48) hours. Otherwise, a presumption shall exist that such damage occurred subsequent to delivery, which presumption may be overcome only by clear and convincing evidence. Unless a shorter claim filing period applies pursuant to applicable law, rule, or international Convention, claims for loss of or damage to Shipments must be received in writing by Forwarder within ninety (90) days after the date of delivery or, if none, the date on which delivery should have occurred. As reflected in Section 7 of these Terms and Conditions, delay claims shall not, subject to the exception stated in that section, be allowed. Forwarder shall be provided a reasonable opportunity to make inspection of the Shipment and the container(s) and packaging material(s) at place of delivery. No claims shall be allowed 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 Forwarder. Legal action to enforce a claim must be brought within one year after the claim has been denied in writing by Forwarder, in whole or in part.

9. **Declared Value and Limitation of Liability**

a. **U.S. Domestic Air Transportation and Combined Air/Ground Transportation.**

Forwarder's liability, regardless of any actual or alleged negligence and for domestic United States air transportation (including combined air/ground transportation arranged by Forwarder), including storage in-transit, and other handling, for any loss, damage, or (if allowed by the exception stated in Section 7 of these Terms and Conditions) delay to the Shipment shall, unless a higher value is declared on the front of Forwarder's Bill and the additional applicable charges are paid to Forwarder, be limited to the lesser of Shipper's actual damages or fifty U.S. dollars (US\$50.00) per Shipment or fifty U.S. cents (US\$0.50) per pound per piece, but in no event shall exceed the Shipment's repair cost, depreciated value or replacement cost, whichever is less. The lack of actual weight of the affected piece shall result in prorating the total weight. Declared values for carriage in excess of fifty U.S. cents (US\$0.50) per pound per piece must be clearly shown on the front of Forwarder's Bill. The declared value charge shall be sixty-five U.S. cents (US\$0.65) for each additional one hundred U.S. dollars (US\$100.00) value or portion thereof, up to a maximum carrier liability of one hundred thousand U.S. dollars (US\$100,000.00) per Bill. For Shipments to be transported with a stated or declared value in excess of twenty-five thousand U.S. dollars (US\$25,000.00), advance notice must be given to Forwarder via written notice and a written confirmation must be returned to Shipper prior to the movement taking place.

b. **All-Ground Transportation.**

i. **Standard of Liability.** Forwarder's liability with respect to any All-Ground Transportation Shipment, including storage in-transit, and other handling, shall be that of a "carrier" pursuant to the Carmack Amendment (49 U.S.C. § 14706 as amended from time to time), except as otherwise set forth in these Terms and Conditions.

ii. **Truckload Transportation.** For purposes of this Subsection (b), a "Truckload Shipment" is any All-Ground Transportation Shipment comprising commodities of only one Shipper (regardless of the number of origin or destination points) carried on a single truck, trailer, or other conveyance. Unless a higher value is declared on the front of Forwarder's Bill and the additional applicable charges are paid to Forwarder, Forwarder's liability for loss or damage to any Truckload Shipment shall be limited to the lesser of Shipper's actual damages (which amount shall be the least of the Shipment's repair cost, depreciated value, and replacement cost) and one hundred thousand U.S. dollars (US\$100,000) per occurrence. Declared values for carriage in excess of one hundred thousand U.S. dollars (US \$100,000.00) per conveyance must be clearly shown on the front of Forwarder's Bill. The declared value charge shall be sixty-five U.S. cents (US\$0.65) for each additional one hundred U.S. dollars (US\$100.00) value or portion thereof, up to a

maximum liability of two hundred thousand U.S. dollars (US\$200,000.00) per conveyance. For Shipments to be transported with a stated or declared value in excess of one hundred thousand U.S. dollars (US\$100,000.00), advance notice must be given to Forwarder via written notice and a written confirmation must be returned to Shipper prior to the movement taking place.

iii. **Less-than-Truckload Transportation.** For purposes of this Subsection (b), a “Less-than-Truckload Shipment” is any All-Ground Transportation Shipment other than a Truckload Shipment. Unless a higher value is declared on the front of Forwarder’s Bill and the additional applicable charges are paid to Forwarder, Forwarder’s liability for loss or damage to any Less-than-Truckload Shipment shall be limited to the lesser of Shipper’s actual damages or fifty U.S. dollars (US\$50.00) per Less-than-Truckload Shipment or fifty U.S. cents (US\$0.50) per pound per piece, but in no event shall exceed the Shipment’s repair cost, depreciated value or replacement cost, whichever is less. Declared values for carriage in excess of fifty U.S. cents (US\$0.50) per pound per piece must be clearly shown on the front of Forwarder’s Bill. The declared value charge shall be sixty-five U.S. cents (US\$0.65) for each additional one hundred U.S. dollars (US\$100.00) value or portion thereof, up to a maximum carrier liability of one hundred thousand U.S. dollars (US\$100,000.00) per Bill. For Less-than-Truckload Shipments to be transported with a stated or declared value in excess of twenty-five thousand U.S. dollars (US\$25,000.00), advance notice must be given to Forwarder via written notice and a written confirmation must be returned to Shipper prior to the movement taking place.

c. **International Air Transportation.** Where Forwarder’s Bill is being issued for an international air Shipment, all of the following terms shall govern: (a) all rules relating to liability as established by the Warsaw Convention or the Montreal Convention, whichever is deemed applicable, shall apply; (b) except as otherwise provided in Forwarder’s tariffs or these Terms and Conditions and as to carriage to which the Warsaw Convention or Montreal Convention does not apply, Forwarder’s liability shall not exceed twenty U.S. dollars (US\$20.00) per kilogram (US\$9.07 per pound) or the equivalent of goods lost, damaged, or (if allowed by the exception stated in Section 7 of these Terms and Conditions) delayed, unless a higher value is declared by Shipper and the additional applicable charges are paid; (c) Forwarder’s Bill shall constitute Shipper’s letter of instructions authorizing Forwarder to prepare and sign on Shipper’s behalf an international shipping document; and (d) Shipper may select by inserting, on the face of Forwarder’s Bill, cargo coverage based on insurance and/or declared value for carriage. The declared value charge shall be sixty-five U.S. cents (US\$0.65) for each additional one hundred U.S. dollars (US\$100.00) value or portion thereof, up to a maximum carrier liability of one hundred thousand U.S. dollars (US\$100,000.00) per Bill. For Shipments to be transported with a stated or declared value in excess of twenty-five thousand U.S. dollars (US\$25,000.00), advance notice must be given to the Forwarder via written notice and a written confirmation is returned to Shipper prior to the movement taking place.

10. **Weights.** All weights entered on Forwarder’s Bill are subject to correction by the Forwarder. Transportation charges for a Shipment shall be assessed on the gross weight of the Shipment based on the greater of a) the actual weight, or b) the cubic dimensional weight determined by taking the length x width x height and dividing that number by 166 for domestic air, 166 for international air and 200 for ground.

11. **Forwarder Not Liable.** Forwarder shall not be liable for 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 of the freight or any defects thereof; public enemies; hazards incident to a

state of war; acts of terrorism; and by acts, defaults or omissions of Shipper or consignee for failure to observe these Terms and Conditions, including but not limited to improper packaging, marking, incomplete/inaccurate shipping instructions and the rules relating to freight not acceptable for transportation or freight acceptable only under certain conditions outlined below.

12. **Payment Obligation.** The consignor and consignee shall be liable jointly and severally for the payment of (1) all sums due and payable to Forwarder pursuant hereto on account of any Shipments, (2) interest at the rate of 18% per year on all sums over 30 days past due, (3) reasonable costs and attorney's fees incurred in collecting any sums past due, and (4) actual fees incurred by Forwarder in addition to all sums past due when referred to a collection agency. All charges are due within 15 days of receipt of invoice. All invoices are subject to final audit. Forwarder shall have a continuing general lien upon all goods and documents in its possession, custody, or control for failure to pay charges payable on account of past Shipments and this Shipment pursuant to this contract. Forwarder may refuse to surrender possession of the goods until such charges are paid.

13. **C.O.D. Shipments.** Shipper must enter the amount of Shipper's C.O.D. in U.S. dollars and cents in spaces specifically provided on the face of this document. Each piece in a C.O.D. Shipment must be marked "C.O.D." and show the total C.O.D. amount. All C.O.D. charges must be paid in cash, or by certified check. Under no circumstances shall Forwarder be responsible if a check proves to be counterfeit, forged, or is for any reason dishonored. If transportation charges were included in the dishonored company check, Shipper must remit payment for these charges within 15 days to the Forwarder.

14. **Service Obligation.** Forwarder undertakes to complete the carriage hereunder with reasonable dispatch. Forwarder may substitute alternate carriers including motor carriers (including Forwarder under its own motor carrier operating authorities) and ocean carriers, and may without notice and with due regard to the interests of Shipper substitute other means of transportation, subject to Section 4 above.

15. **Refused Shipment-Warehouseman Liability.** If the consignee refuses the cargo tendered by Forwarder or if Forwarder is unable to deliver the cargo because of fault or mistake of Shipper or the consignee, or if Shipper advises and instructs Forwarder to stop movement of the cargo and to hold it in transit, Forwarder's liability thereafter immediately shall be that of a warehouseman. The procedures that Forwarder agrees to and shall take as a warehouseman involve the use of ordinary care to keep the cargo in a safe or suitable place or to store the cargo properly. Forwarder shall (a) attempt to give Shipper notice as soon as possible if the foregoing occurs, (b) place the cargo in storage, if available, unless Forwarder receives contrary disposition instructions from Shipper within twenty-four (24) hours, and (c) if disposition instructions are not given by Shipper within ten (10) days of Forwarder's initial notification to Shipper, Forwarder may offer the cargo for public or private sale. Shipper shall be responsible for storage costs and reasonable costs Forwarder incurs in acting as a warehouseman. If Shipper gives Forwarder timely disposition instructions, Forwarder shall use any commercially reasonable steps to abide with such instructions. Shipper shall pay Forwarder's costs and any additional transportation costs to Forwarder incurs in doing so.

16. **No Hazardous Materials Accepted.** In no event shall Shipper tender, or Forwarder accept, for air or any other mode of transportation any hazardous materials or dangerous goods described as such in the U.S. Department of Transportation hazardous materials transportation regulations (49 C.F.R. Parts 171, 172, 173, and 175) or the current edition of the International Air Transport Association (IATA) *Dangerous Goods Regulations*. Any hazardous materials or dangerous goods tendered to Forwarder shall be refused.

17. **Cargo Security Requirements.** Shipper acknowledges that Forwarder, 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 Forwarder and shall assist Forwarder in complying with the TSA requirements by enabling Forwarder 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 as to the Shipment and all future shipments of Shipper. 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 Forwarder of that fact, and Forwarder shall, if required by law, provide Shipper or such person with a Privacy Act Notice.

18. **Record Retention.** Copies of all relevant shipping documents showing the cargo’s consignee, description, and other relevant data shall be retained on file by Forwarder until the cargo completes its transportation or such longer period as applicable law may require.

19. **Governing Law and Dispute Resolution.** These Terms and Conditions, and the services provided by Forwarder under them, shall be governed by and subject to the applicable federal law of the United States and by the laws of the State of Illinois, without regard to the choice-of-law rules of that State or any other jurisdiction. The foregoing notwithstanding, if the carriage involves an ultimate destination or stop in a country other than the country of departure, the Montreal Convention or the Warsaw Convention may be applicable by force of law. In the event of a direct conflict between these Terms and Conditions and a mandatory provision of any such Convention, the terms of such Convention shall control, but only to the extent of such direct conflict. SHIPPER AND FORWARDER AGREE THAT ANY CLAIM OR DISPUTE ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, WHETHER UNDER INTERNATIONAL CONVENTION, FEDERAL, STATE, LOCAL, OR FOREIGN STATUTES, REGULATIONS, OR COMMON LAW, SHALL BE BROUGHT EXCLUSIVELY IN THE STATE OR FEDERAL COURTS SERVING OAKBROOK TERRACE, ILLINOIS. SHIPPER AND FORWARDER HEREBY CONSENT TO THE JURISDICTION OF SUCH COURTS. In the event Shipper files an action against Forwarder, Shipper hereby consents to any Forwarder-instituted transfer of such action to any other venue in which Forwarder 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 Forwarder successfully defend itself in any legal actions brought by any person with an interest in this Shipment, Forwarder shall be entitled to reasonable attorney fees and litigation expenses.

I have read and received the above stated terms and conditions.

(Name & Company)

(Signature)

(Date)

(E-mail acknowledgement of receipt is acceptable as well.)