



Service Conditions Policy

Effective June 1, 2009

Introduction

The terms and conditions contained in the Estes Forwarding Worldwide, LLC Service Conditions Policy are subject to change without notice. For the most current version of the Service Conditions Policy, please refer to the Estes Forwarding Worldwide, LLC website at: www.estesforwarding.com.

In tendering the shipment for delivery, the Shipper, Consignee and any other Party with an interest in the shipment (or anyone claiming by, through or on behalf of such Parties) agree to the terms and conditions outlined in this Policy. All Parties agree that this Service Conditions Policy supersedes all previous terms and conditions stated in any document and shall apply to all domestic shipments.

If there is a conflict between this Policy and the terms and conditions on any Estes Forwarding Worldwide, LLC transit documentation, the terms and conditions contained herein shall control. Should any provision(s) of these terms and conditions for any reason be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of any remaining provisions, conditions or terms contained in the Policy. Any failure to enforce or apply a term, condition or provision of this Policy shall not constitute a waiver of that term, condition or provision or otherwise impair any rights Estes Forwarding Worldwide LLC may have to enforce or apply such term, condition or provision in the future.

NO PERSON OR PARTY OTHER THAN AN OFFICER OF ESTES FORWARDING WORLDWIDE LLC SHALL BE AUTHORIZED TO CHANGE OR MODIFY THESE TERMS. EXCEPT FOR MODIFICATIONS TO THE TERMS POSTED ON THE WEBSITE, ANY SUCH MODIFICATION MUST BE IN WRITING AND SIGNED BY AN AUTHORIZED OFFICER OF ESTES FORWARDING WORLDWIDE.

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Service Conditions Policy for Estes Forwarding Worldwide LLC

1. Definitions

As used herein, the words "Estes Forwarding Worldwide" shall refer to Estes Forwarding Worldwide, LLC, a Virginia corporation, its employees and agents.

The word "Customer" shall refer to the Shipper, Consignee, Bill to Party or Controlling Party, its employees and agents.

The words "Party" or "Parties" shall be used to refer to the Shipper, Consignee, Bill to Party, Controlling Party and/or Estes Forwarding Worldwide.

"Service Conditions Policy" shall refer to the provisions contained within the current Service Conditions Policy on the date of shipment as published on our web site at www.estesforwarding.com.

2. Account Numbers

A. The Customer's valid Estes Forwarding Worldwide account number must be displayed on the Estes Forwarding Worldwide Waybill.

B. Estes Forwarding Worldwide account numbers will be made available to all Parties of the shipment.

3. Address Correction

A. In the event a Consignee's address or zip/postal code is found to be incorrect, Estes Forwarding Worldwide will attempt to determine the correct address and complete the delivery of the shipment as expeditiously as possible. Estes Forwarding Worldwide will have no responsibility for our inability to complete the delivery under such circumstances. A special handling fee per correction will be assessed for this service. **(See the Estes Forwarding Worldwide Accessorial Guide for a listing of current charges.)** If the correct address cannot be determined and if the Consignee cannot be reached, the payer will be contacted for instructions to reconsign or return the shipment. (See Section 15 Notice and Disposition of Property.)

B. U.S. Postal Regulations preclude delivery of shipments to P.O. Box addresses, P.O. Box zip codes or APO Boxes. Any shipment addressed to P.O. Box addresses, P.O. Box zip codes or APO Boxes will be considered an incorrect address and handled as outlined in Section 3A above.

4. Advancement of Charges

Estes Forwarding Worldwide shall not be obligated to advance any money in connection with the forwarding, transporting, insuring, storing or packaging of a shipment, unless the Shipper or Consignee has, in writing, provided a guarantee for advancing said money in a form acceptable to Estes Forwarding Worldwide.

5. Governing Law

This agreement shall be governed, construed and interpreted in accordance with the laws of the Commonwealth of Virginia. The Parties agree that any lawsuit arising out of this agreement and subject to State jurisdiction will be brought in the applicable State Court in the city of Richmond, Virginia. Any suit subject to Federal jurisdiction shall be brought in the Federal District Court in the Eastern District of Virginia.

6. Waybill

A. The Shipper shall have the duty to prepare and present a current version of an Estes Forwarding Worldwide Waybill for each shipment. The Waybill must be completed by the Shipper or in the event it was prepared by Estes Forwarding Worldwide on the Shipper's behalf, it shall be conclusively presumed to have been prepared by the Shipper as an accommodation for the Shipper. If the Customer does not complete all the documents necessary for Estes Forwarding Worldwide to provide services, or the documents the Customer submits to Estes Forwarding Worldwide are not appropriate for the service or destination requested, the Customer hereby instructs Estes Forwarding Worldwide, where permitted by law, to complete, correct or replace the documents as accommodation

for and at the expense of the Customer. However, Estes Forwarding Worldwide is under no obligation to do so. Estes Forwarding Worldwide is not liable to the Customer or any other person for actions performed on the Customer's behalf under this provision. Estes Forwarding Worldwide has the right to decline any shipment not utilizing the Estes Forwarding Worldwide Waybill. In the event other shipping documentation, including without limitation a version of our Waybill other than the current version, or Customer provided documentation, is inadvertently accepted by Estes Forwarding Worldwide or one of its agents, it shall be deemed to be utilized for convenience purposes only, and any such shipment will be subject to the Estes Forwarding Worldwide Service Conditions Policy. The Waybill or other shipping documents shall be non-negotiable. Each shipment will be subject to the rules, regulations, rates and charges contained in the Service Conditions Policy, the Estes Forwarding Worldwide Accessorial Guide and all tariffs in effect on the date of shipment.

- B. The Waybill shall be binding upon the Shipper, the Consignee and any other Party with an interest in the shipment, Estes Forwarding Worldwide and the agents of all Parties.
- C. All terms including, but not limited to, the Limitations of Liability contained herein, shall apply to Estes Forwarding Worldwide agents and their contracting agents.
- D. If requested, Estes Forwarding Worldwide will provide the Shipper with a copy of the Waybill, Bill of Lading, Shipper's Manifest or other non-negotiable shipping document on which the shipment was tendered to Estes Forwarding Worldwide. A charge per copy will be assessed for this service. (See the Estes Forwarding Worldwide Accessorial Guide for a listing of current charges.)
- E. It is the Shipper's responsibility to accurately and completely describe the contents of all shipments on the Waybill.
- F. A contact name and phone number for the Shipper must be legibly written on the Waybill. A contact name, phone number, address and zip code for the Consignee must be legibly written on the Waybill.
- G. The Shipper must enter the dimensions and weight of the shipment on the Waybill. If omitted or entered incorrectly, Estes Forwarding Worldwide reserves the right to measure and weigh the shipment and apply appropriate density, oversize shipment or other charges or surcharges identified and documented during the transit of said shipment.
- H. Estes Forwarding Worldwide shall not be required to accept any shipment for which no service level is requested. In the event that no service level request is provided, Estes Forwarding Worldwide reserves the right to move the shipment at its sole discretion including but not limited to overnight service.
- I. If the commodity being shipped is not Dangerous Goods, but could be confused as such, the Shipper must place the words "NOT RESTRICTED" on the Waybill to indicate that the Shipper has reviewed the shipment against the appropriate regulations.

7. Application of Charges

- A. Except as otherwise provided herein, transportation charges for a shipment will be assessed on the gross weight of the shipment based on the greater of:
 - 1. The actual weight, or
 - 2. The cubic dimensional weight determined in accordance with Subsection D.
- B. The charges will be assessed on the basis of the service level requested on the Waybill at the rates in effect on the day of acceptance of the shipment. Omission of the service level may result in the shipment being moved at the sole discretion of Estes Forwarding Worldwide as Next Business Day PM service. The Next Business Day PM service rates in effect on the day of acceptance of the shipment will apply; additional charges (up to and including Same Day/Next Flight Out rates) may apply if the shipment is destined to a point that Estes Forwarding Worldwide considers a Second Day or Economy Service point.
- C. In computing charges, fractions will be rounded to the next higher cent. Fractions of pound/kilo will be assessed at the charge for the next higher pound/kilo. Fractions of an inch/centimeter will be rounded to the next higher inch/centimeter.

- D. Charges for domestic shipments with overall measurements exceeding 194 cubic inches will be assessed on the basis of no less than one pound per 194 cubic inches or fraction thereof. Cubic measurements will be based on the sum of the length times the width times the height of each piece comprising a shipment, measured at the greatest dimension.
- E. Spotted rate quotes are applicable only to the specific shipment under quote and are valid for two (2) hours from the time of receipt of the spot quote. Rate and service quotations will be based on the information provided at the time of the request, the actual rate charged may vary if the actual shipment tendered varies in; size, weight, requested service level, pickup or delivery time or day of the week. The Customer must place the rate quote number in the Special Instructions area on the Estes Forwarding Worldwide Waybill.

8. Charges Prepaid, Collect or Third Party

- A. Shipments will be accepted either with the charges to be prepaid by the Shipper (a.k.a. bill Shipper) or to be collected from the Consignee (a.k.a. bill Consignee) or, when requested by the Shipper or the Consignee, to be billed to a Third Party. In any case, the Estes Forwarding Worldwide account number of the paying party must be on the Estes Forwarding Worldwide Waybill. If any party should refuse payment for any reason, liability for the payment shall revert to the Shipper and the Consignee. When the form of payment is not marked on the Waybill, the shipment will be assumed to be prepaid. In all events, the Shipper and the Consignee shall be jointly and severally liable for all unpaid charges of the shipment.
- B. Request to change the "type of billing," e.g. Prepaid, Collect or Third Party will be honored free of charge if a shipment has not yet been delivered. The request for change in the type of billing must be accompanied by a written guarantee of payment from the new debtor. Subsequently, no request for a "type of billing" change that reduces the rates or charges will be accepted, nor will the invoice be adjusted. All requests for changes in the type of billing after delivery must be accompanied by a guarantee of payment by the new debtor. An additional charge for this change will be assessed. **(See the Estes Forwarding Worldwide Accessorial Guide for a listing of current charges.)** Type of billing changes will not be allowed when a reduction in the original rate occurs as a result of the change.
- C. The following shipments must be prepaid by the Shipper or Third Party Shipper, regardless of the payment type marked on the Waybill:
 - 1. Shipments addressed to United States Government agencies, unless shipped on a Government Bill of Lading.
 - 2. Shipments addressed to any person and/or organization in care of another person and/or organization.
 - 3. Shipments with commercial value less than the transportation charges.
 - 4. Shipments of samples.
 - 5. Shipments destined to exhibition grounds, parks, fairs or similar enclosures.
 - 6. Shipments addressed to hotel guests.
 - 7. Shipments addressed to a political organization.

9. Oversize Cargo and Oversize Upgrade Application

Air: For any shipment that contains a single piece that due to size, weight or service restrictions, that cannot be broken down and must travel on an all cargo aircraft, the following additional surcharges will apply:

	Length	Width	Height	Girth	Surcharge
Air	>84" & <118"	>84"	>52" & <84"	>213"	50%
Air	>118"	>84"	>84"		Spot Quote

Ground: For all oversized shipments traveling via ground transportation with the exception of Hot Shot, Exclusive Use Vehicles, Flat Bed, or Truckload moves, the following surcharge will apply:

	Length	Width	Height	Surcharge
Ground	>120"	>96"	>96"	50%, subject to a \$65.00 minimum

10. Claims Procedures

A. Loss and Damage Claims Requirements:

The Parties shall presume that the shipment was delivered in good condition without any damage or defects unless the Consignee or receiver makes a written notation on the delivery receipt of any damage or loss at the time of delivery. Notice of the loss or damage should be made to Estes Forwarding Worldwide within 15 calendar days after date of delivery either electronically at forwardingclaims@estesforwarding.com or by sending written notice to P.O. Box 26206 Richmond, VA, 23260, attention Estes Forwarding Worldwide Claims Department. All claims will be subject to 49 CFR 370. After receiving notice from the Customer, Estes Forwarding Worldwide reserves the right to inspect the shipment, its containers and packing materials, which must be made available to Estes Forwarding Worldwide at the delivery location, in order to confirm the loss or damage. If the Customer fails or refuses to allow Estes Forwarding Worldwide to inspect these items after Estes Forwarding Worldwide makes such a request, then the Customer agrees that its claim shall be null and void. In addition to the Customer's initial notice, Estes Forwarding Worldwide must also receive a detailed, written claim for the loss or damage submitted by mail to P.O. Box 26206 Richmond, VA 23260, Attention: Claims Department or electronically to forwardingclaims@estesforwarding.com.

All claims must include:

1. A copy of the Waybill, bill of lading or shipping manifest.
2. A complete description of the goods.
3. A description and details of the nature/extent of the damage or loss.
4. The specific amount of the claim.
5. Proof of the value of the loss or damage.
6. An original invoice for the cost of the goods prior to any markup.

Estes Forwarding Worldwide will not process any claim until all transportation charges have been paid in full and the amount of the claim may not be deducted from the transportation charges.

Claims for loss or damage must be filed within 9 months of the date of delivery.

Claim for concealed loss or damage must be filed within 15 days of the date of delivery.

Legal action to enforce a claim must be brought within 2 years after Estes Forwarding Worldwide has disallowed the claim in whole or in part. The Customer's failure to follow any of these procedures shall be deemed a waiver of any rights with respect to the claim against Estes Forwarding Worldwide. When salvage becomes the property of Estes Forwarding Worldwide due to claim settlement, it will be picked up at our sole discretion.

Estes Forwarding Worldwide's liability, if any, for loss or damage, is limited in accordance with the provisions of Section 14 Limitations of Liability.

B. Overcharge Claim Requirements:

Notice of claims for overcharge or billing adjustments must be made to Estes Forwarding Worldwide within 180 calendar days of date of invoice either electronically to forwardinginfo@estesforwarding.com, or by sending written notice to Estes Forwarding Worldwide, P.O. Box 26206, Richmond, VA 23260, attention Accounting Manager. Legal action to enforce a claim for overcharge or billing adjustment must be brought within 2 years after the claim has been denied in whole or in part by Estes Forwarding Worldwide. The Customer's failure to follow any of these procedures shall be deemed a waiver of any rights with respect to the claim against Estes Forwarding Worldwide.

11. Liabilities Not Assumed

- A. Estes Forwarding Worldwide makes no warranties, expressed or implied and specifically disclaims any and all warranties. Estes Forwarding Worldwide will not be liable for mis-delivery, incomplete or otherwise inadequate delivery including, but not limited to, failure to follow Shipper or Consignee instructions or failure to collect or properly deliver a payment instrument, non-delivery, missed pickup, loss or damage, unless caused by our sole negligence. Estes Forwarding Worldwide will not be liable for any shipment until we have accepted and taken possession of the shipment.
- B. Without limiting the generality of Subsection A, Estes Forwarding Worldwide shall not be liable for any mis-delivery, incomplete or otherwise inadequate delivery including, but not limited to, failure to follow Shipper and Consignee instructions or failure to collect or properly deliver a payment instrument, non-delivery, missed pickup, delay, loss or damage caused, in whole or in part, by:
1. The act, default or omission of the Shipper, Consignee or any other Party claiming an interest in the shipment.
 2. The nature of the shipment, defect or inherent vice of the product.
 3. Failure of the Shipper or Consignee to observe any requirements or obligations contained in these terms including, but not limited to, improper or insufficient packaging, securing, addressing or marking of any shipment or the Shipper's failure to follow any item related to shipments that are not acceptable for transport.
 4. Acts of God, weather conditions, environmental or dangerous good incidents, perils of the air, public enemies, public authorities acting with actual or apparent authority, acts or omission of customs officials, authority of law, quarantine, riots, strikes, work stoppages or slowdowns, or other labor disputes or disturbances, local or national disruptions in ground or air transportation networks or systems due to events beyond our control, disruption or failure of communication and information systems, disruption or failure of utilities, civil commotion or hazardous situations incident to a state of war, other circumstances beyond our control, and mechanical delay of aircraft or equipment failures.
 5. Acts or omissions of any person other than Estes Forwarding Worldwide, including delivery instructions from the Shipper or Consignee that were completed by us.
 6. Compliance with laws, government regulations, orders or requirements or any other cause beyond our control.

- C. Estes Forwarding Worldwide does not guarantee delivery by a specific time or date, and shall not be liable for delay or any other failure to meet an agreed upon delivery deadline. There are no stopping places that are agreed at the time of shipment, and Estes Forwarding Worldwide reserves the right to route the shipment in any way, manner or mode it deems appropriate.

In no event shall Estes Forwarding Worldwide be liable for special, incidental or consequential damages due to mis-delivery, incomplete or otherwise inadequate delivery (including, but not limited to, failure to follow Shipper or Consignee instructions or failure to collect or properly deliver a payment instrument), non-delivery, missed pickup, delay, loss or damage.

- D. Shipper, Consignee and Third Parties are responsible for and warrant their compliance with all applicable laws, rules and regulations, including, but not limited to, customs laws, import and export laws and government regulations of any country to, from, through or over which its shipment may be carried. Shipper, Consignee and Third Parties agree to furnish such information and complete and attach to the Waybill such documents as are necessary to comply with such laws, rules and regulations. Estes Forwarding Worldwide assumes no liability to the Shipper, Consignee or any other Party for any loss or expense due to the Shipper's, Consignee's and/or any other Party's failure to comply with this provision. If the Shipper does not complete all of the documents required for carriage, or if the documents the Shipper submits are not appropriate for the service or destination requested, Shipper hereby instructs Estes Forwarding Worldwide where permitted by law to complete or replace the documents for the Shipper at the Shipper's expense. However, Estes Forwarding Worldwide is not obligated to do so. If a substitute form of Waybill is needed to complete the receipt or delivery of the shipment and Estes Forwarding Worldwide completes that document, the terms and conditions contained herein will govern. Estes Forwarding Worldwide is not liable to the Shipper or to other persons for its actions under this provision.

12. Liability for Charges and Indemnification

- A. The Shipper and Consignee shall be liable, jointly and severally, for all unpaid charges payable on account of any shipment including, but not limited to, transportation charges and all duties, customs assessments, governmental penalties and fines, our attorneys fees and legal cost related to the shipment and such other sums advanced or disbursed by Estes Forwarding Worldwide on account of such shipment.
- B. The Shipper and Consignee shall be liable, jointly and severally, to pay or indemnify, protect, defend and hold Estes Forwarding Worldwide harmless from and against any and all claims, liabilities, fines, penalties, damages, costs or other sums (including attorneys' fees and costs) that may be incurred, suffered or disbursed for any violation or breach of any of the terms contained herein or any other default of the Shipper, Consignee or such other Party with respect to a shipment.
- C. Shipper and Consignee shall jointly and severally indemnify and hold harmless Estes Forwarding Worldwide against all claims, liabilities, damages or costs (including reasonable attorneys' fees) asserted against or incurred by Shipper and/or Consignee in connection with any personal injury, death, property damages or violation of Federal, State or local law or regulations that is an actual result or consequence of service provided by Estes Forwarding Worldwide.

13. Liens on Shipments

Estes Forwarding Worldwide 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 on that shipment. In the event of non-payment of any sum payable to Estes Forwarding Worldwide, the shipment may be held and be subject to storage and/or disposed of at public or private sales without notice to the Shipper or Consignee and with no further liability to Estes Forwarding Worldwide, paying out of the proceeds of the such sale all sums due and payable, including storage charges. The Shipper and/or Consignee shall continue to be liable for the balance of any unpaid charges payable on account of the shipment.

14. Limitations of Liability

- A. Estes Forwarding Worldwide's liability for shipments that are lost or damaged shall be limited to the greater of \$50.00 per shipment or \$.50 per pound (U.S. dollars) of the actual cargo lost or damaged, unless a higher declared value has been indicated by Customer on the front of the Waybill and Customer has paid all applicable fees. Even if a higher declared value is requested, in no event shall our liability exceed the declared value of the shipment or the amount of loss or damage actually sustained, whichever is lower. Please note that we will not be liable for a

higher declared value unless prior to tendering the shipment to Estes Forwarding Worldwide, Customer properly declares the higher value on the Waybill and has paid all applicable charges. Estes Forwarding Worldwide's maximum liability is \$25,000.00, unless a higher value is declared on the Waybill. We shall never be liable for any claims arising from delay in shipment. For any used goods, Estes Forwarding Worldwide's liability for loss or damage shall be limited to the greater of \$10.00 per shipment or \$.10 per pound (U.S. dollars). Our maximum liability for used equipment shall be \$1,000.00 unless a higher value is declared and all applicable charges are prepaid.

- B. Subject to the limitations of liability contained in this Policy, Estes Forwarding Worldwide shall only be liable for loss or damage caused by our own negligence. Estes Forwarding Worldwide makes no warranties, either express or implied. Estes Forwarding Worldwide will not be liable for any loss or damage caused by the Customer's acts or omissions or the acts or omissions of any Party claiming an interest in the shipment including, but not limited to, improper or insufficient packing, securing, marking, labeling or addressing, or for violation by you or any other Party of any of the terms and conditions of the Service Conditions Policy. We are also not liable for loss or damage caused by circumstances outside of our control including, but not limited to, weather conditions, acts of God, public authorities, public enemies, war, civil commotions, riots, strikes or other labor disputes, any defect or inherent vice in the goods, mechanical delay of aircraft, trucks or other equipment, or the acts or omissions of public officials, such as Customs, DHS, FAA and quarantine officials who have actual or apparent authority.
- C. IN ANY EVENT, ESTES FORWARDING WORLDWIDE SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME WHETHER OR NOT WE HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.
- D. When the Shipper declares a value that exceeds \$50.00 per shipment or \$.50 cents per pound (U.S. dollars) whichever is greater, on standard domestic shipments, an additional charge of \$.65 cents (U.S. dollars) for each \$100.00 (U.S. dollars) or fraction thereof, subject to a minimum charge of \$10.00 (U.S. dollars) per shipment, will be assessed on the declared value shown on the Waybill. For home delivery shipments, an additional charge of \$1.50 (U.S. dollars) for each \$100.00 (U.S. dollars) or fraction thereof, subject to a minimum charge of \$15.00 (U.S. dollars) per shipment, will be assessed on the declared value shown on the Waybill.
- E. Unless otherwise stated, Estes Forwarding Worldwide's liability for shipments containing glass shall be limited to \$50.00 (U.S. dollars). Shipments of glass with a declared value exceeding \$50.00 (U.S. dollars) will not be accepted without written approval prior to shipment. Please note that Estes Forwarding Worldwide will not be liable for a higher declared value unless prior to tendering the shipment, the Customer properly declares the higher value on the Waybill and prepays all applicable charges. Even if a higher declared value is requested, in no event shall Estes Forwarding Worldwide's liability exceed the declared value of the shipment or the amount of loss or damage actually sustained, whichever is lower. Glass shipments include, but are not limited to, windshields, plate glass, ceramics, chinaware and light bulbs.
- F. Regardless of the modes of transportation selected, Estes Forwarding Worldwide's liability for lost or damaged shipments shall be as established herein. In the event that Estes Forwarding Worldwide selects an all over-the-road routing for this shipment, the Parties expressly waive, under 49 USC 14101(b)(1), all rights and remedies under the ICC Termination Act of 1995.

15. Notice and Disposition of Property

When a shipment arrives at destination, Estes Forwarding Worldwide will promptly notify the Consignee if it is not delivering the shipment to the Consignee. If at the expiration of free storage, the shipment remains unclaimed or delivery cannot be accomplished, we will notify the Debtor at the address shown on the Waybill. Upon written instructions from the Debtor, we will return the shipment, forward or reconsign it, or otherwise dispose of it, at the Debtor's expense. If we receive no instructions within 30 calendar days from the date of tendered delivery of the shipment at destination, we will dispose of the shipment at public or private sale without further notice to the Debtor, Shipper and Consignee and with no further liability to us.

16. Packing and Marking Requirements

- A. In tendering the shipment, the Shipper warrants that the shipment is packaged to protect the enclosed goods and to ensure safe transportation under ordinary care and handling.

- B. Any articles susceptible to damage by ordinary handling or as a result of any condition that may be encountered in transportation including, but not limited to, high vibration, high or low temperature variations, high or low atmospheric pressure variations, must be adequately protected by proper packing and any other necessary measures. Any and all specific or special instructions regarding packaging must be followed by the Shipper.
- C. Each piece must be legibly and durably marked with the name, address, and zip code of the Shipper and Consignee. All old labels must be removed when a container is used repeatedly. The Shipper must ensure that the container has adequate strength for transportation.
- D. Shipments with a floor bearing weight in excess of 100 pounds per square foot must be provided with a skid or base that will reduce the floor bearing weight to 100 pounds or less per square foot. Such skid or base must be furnished by the Shipper and included in the gross weight of the shipment.

17. Payment of Charges; Failure to Pay Shipping Bills

- A. Payment terms are net due within 15 days upon receipt of the Estes Forwarding Worldwide invoice. Even if you have provided us with different payment instructions, both the Shipper and Consignee (recipient) shall be liable, jointly and severally, for all charges related to this shipment including, but not limited to, transportation or storage charges, customs assessments, duties, taxes, governmental penalties and fines (collectively, the "Transportation Charges"), and we shall have a lien on the shipment for all sums due us, including the collection fee as defined and set forth below in Section C.
- B. All prepaid charges (a.k.a. bill Shipper) and all collect charges (a.k.a. bill Consignee), are payable by credit card at the time we accept shipment. Upon written request from the Shipper and/or Consignee, Estes Forwarding Worldwide at its sole discretion and upon proof of credit standing (requires a credit application be completed) may establish ongoing credit to an account.
- C. Any shipping bills for Transportation Charges not paid prior to Estes Forwarding Worldwide contracting the services of a collection agency, attorney or other agent authorized to collect unpaid Transportation Charges will be subject to a collection fee of thirty-five percent (35%) of the unpaid portion of any shipping bill(s). Estes Forwarding Worldwide will provide notice of its intent to assign unpaid shipping bills to an outside collection agency, attorney or other authorized agent. Such notice will include a summary of the unpaid balance, any applicable fees and the collection fee. Estes Forwarding Worldwide will assign collection of Transportation Charges to an outside collection agency, attorney or other authorized agent if payment is not received from the recipient of the notice within 10 calendar days after date of notice. This agreement shall be governed, construed and interpreted in accordance with the laws of the Commonwealth of Virginia. The Parties agree that any lawsuit arising out of this agreement and subject to state jurisdiction will be brought in the applicable State Court in the city of Richmond, Virginia. Any suit subject to Federal jurisdiction shall be brought in the Federal District Court in the Eastern District of Virginia.

18. Pickup and Delivery Service

- A. All Estes Forwarding Worldwide's rates include regular pickup and delivery services in areas A through C of the Air Cargo Incorporated Estes Forwarding Worldwide's Guide. Delivery zones beyond C will be assessed an additional charge, and may require an additional day in transit.
- B. Pickup and/or delivery service requested between the hours of 7:01 PM and 7:59 AM, weekdays, weekends and holidays will require additional charges. **(Please see the Estes Forwarding Worldwide Accessorial Guide for a listing of current charges.)**
- C. Upon request, Estes Forwarding Worldwide will provide two-man and liftgate pickup and/or delivery service. Estes Forwarding Worldwide will also, upon request, provide inside and appointment deliveries. Each of the above-mentioned services will require advanced notice and additional charges. Waiting time charges may apply to all deliveries if the Shipper and/or Consignee detain Estes Forwarding Worldwide or its agents for more than 15 minutes.
- D. Next day shipments picked up after 5:01 PM may be upgraded to a higher service level in order to meet the Shipper's requested service level. Please contact the Estes Forwarding Worldwide office for rates and service availability.

- E. Residential pickup or delivery is subject to additional charges.
- F. Re-delivery of a shipment will incur additional charges.
- G. Priority pickup/delivery service is defined as an expedited pickup and/or delivery performed outside the time that normal pickup/delivery would be made in the course of the regularly scheduled route in order to meet service requirements. Pickup/delivery performed Monday through Friday between the hours of 7:01 PM and 7:59 AM, or Saturday, Sunday and legal holidays will also incur special charges. **(See the Estes Forwarding Accessorial Guide for a listing of current charges.)**

19. Proof of Delivery

Upon request Estes Forwarding Worldwide will provide the Shipper and/or Consignee, as proof of delivery, a copy of the signed delivery receipt. An additional charge per copy will be assessed for this service. (See the Estes Forwarding Worldwide Accessorial Guide for a listing of current charges.)

20. Routing and Re-routing

- A. Estes Forwarding Worldwide has the right to reject any shipment tendered, even after acceptance, for any reason within our sole discretion. Such rejection may occur when the shipment might cause damage or delay to other shipments, equipment or personnel, or if law or the provisions of this Service Conditions Policy prohibit the shipment. Estes Forwarding Worldwide reserves the right to route the shipment in any way it deems appropriate and to select the modes of transportation.
- B. Shipper and Consignee expressly authorize Estes Forwarding Worldwide to subcontract part or all of the services, and these terms incorporate by reference the terms and conditions of Estes Forwarding Worldwide's contract with, and to the exclusion of, any such subcontractors. In the event of a conflict between these terms and the terms and conditions of any subcontractor used by us, these terms shall prevail.

21. Service Levels Defined

- A. The standard service levels depicted on the Waybill are defined as follows:
 1. Same Day Next Flight Out Delivery: Expedited, time definite delivery usually accomplished the same day of the shipment pickup or the morning of the next business day. Special charges for pickup, delivery and line-haul will apply.
 2. Next Day AM: This service provides for next business day delivery, by noon for all shipments picked up the previous day before 5:01 PM. Shipments picked up on Friday will be delivered Monday unless Saturday service is requested in the special instructions on the Waybill. Contact Estes Forwarding Worldwide at 1-888-378-3724 for service availability.
 3. Next Day PM: This service provides for next business day delivery, by 5:00 PM for all shipments picked up the previous day before 5:01 PM. Shipments picked up on Friday will be delivered Monday. Contact Estes Forwarding Worldwide at 1-888-378-3724 for service availability.
 4. Second Day: This service provides for second business day delivery, by 5:00 PM. Second day shipments picked up on a Friday will be delivered by 5:00 PM on Tuesday.
 5. Economy/Deferred: This service provides for a 3 or more business day delivery, by 5:00 PM. The exact delivery day will be determined by the destination location. Call Estes Forwarding Worldwide at 1-888-378-3724 for the exact delivery date to your specific location.
 6. Air Charter Service: Using dedicated aircraft based on the characteristics of the shipment. Service includes expedited pick up and delivery to and from the airport with no size or weight restrictions.

7. Hot Shot Ground Service: Exclusive use vehicles and team drivers. Vehicles available are cargo vans, cube trucks, straight trucks, flat bed trailers, temperature-controlled trailers and standard dry van trailers.

Times stated above depict the local time. Pickup times are based on the local time of the origin (Shipper's) location. Delivery times are based on the local time of the destination (Consignee's) location.

22. In Transit Upgrades

In transit upgrades are available to move shipments that become critical after they have already been shipped by an LTL carrier. Estes Forwarding Worldwide recovers the shipment from the LTL carrier and upgrades the service to meet the new service needs of the Customer. Under no circumstances will Estes Forwarding Worldwide be responsible for any service failure of an LTL carrier. Customer will be invoiced separately for this service and may not offset the charges relating to this particular shipment.

23. Guaranteed Service for Tradeshow Business

- A. Estes Forwarding Worldwide will provide Guaranteed Delivery Service by the end of the business day for shipments destined for Tradeshows. In order for this Guarantee to apply, Shipper must include the following on the Bill of Lading, "TRADESHOW SERVICE REQUESTED." Estes Forwarding Worldwide reserves the right to accept or refuse a corrected bill of lading to add, change or remove a request for Guaranteed Service. Guaranteed Delivery Service for Tradeshow business applies only to shipments originated by Estes Forwarding Worldwide destined to locations in the contiguous 48 states and Canada.
- B. In the event Estes Forwarding Worldwide fails to deliver the shipment by the end of the business day in accordance with its normal transit time in effect on the date of the shipment, the Customer may file for full reimbursement of the freight charges within 15 days from that date. The delivery receipt will be used to identify when the shipment was tendered for delivery. In the event the day and/or time is not indicated on the delivery receipt, the service requirements of this Section will be considered to have been met.
- C. The Guarantee is considered to have been met if the shipment is delivered prior to the scheduled delivery date. If the Consignee refuses the shipment or is unable to receive the shipment, the Guarantee will not apply. Delays because of customs clearance will increase the standard transit schedule by the same delay time for each shipment using expedited or Guaranteed Service. In the event the Shipper tenders the shipment to the carrier after 5 pm, every attempt will be made to provide Guaranteed Service. Estes Forwarding Worldwide reserves the right to exclude the shipment from this Guaranteed Service and every effort will be made to notify the Shipper that the shipment was tendered too late to be eligible for this service. The Guaranteed Service for Tradeshow business shall be subject to Section 11 B. of this Service Conditions Policy.
- D. If a shipment is delivered short due to the negligence of Estes Forwarding Worldwide, Customer may file for 100% reimbursement of the freight charges. If after investigation, it is found that the shortage was not due to the negligence of Estes Forwarding Worldwide, no reimbursement will be honored. Shipments that require protection from freezing will be accepted, but protection for the shipment will take precedence. Estes Forwarding Worldwide will be allowed to delay the shipment in the event of such an occurrence. Claims for damage will be subject to the terms contained in Section 10 of this Service Conditions Policy.

24. Guaranteed Shipment Rules & Conditions

The following rules and conditions shall apply to all shipments when the paying Party requests Guaranteed Service. Except as specifically modified by these rules and conditions, the Service Conditions Policy (sometimes referred to as "tariff") shall also apply to the shipments.

A. Service Commitment:

Estes Forwarding Worldwide's Guaranteed Service provides a guarantee that Estes Forwarding Worldwide will deliver a Guaranteed shipment by the delivery time shown on the Estes Waybill for the shipment. Guaranteed shipments for Next Day AM or PM shipments must have the cargo ready for pickup as agreed upon with Estes Forwarding Worldwide in order for the Guaranteed Service to be valid. For service to beyond areas as listed in the current Estes Forwarding Worldwide Guide, additional charges and transit times may apply.

B. Service Parameters:

When the paying Party requests Guaranteed Service, Estes Forwarding Worldwide will guarantee on-time delivery or the shipment will be considered “no charge” if the service is not performed. The rate identified on the Rate Quotation form shall govern the shipment regardless of any other pricing agreements in effect.

C. Exclusions to Guaranteed Service:

Guaranteed delivery commitments shall not apply to the following circumstances:

1. Violation by the Shipper or Consignee of any of the rules contained in any applicable tariff including, but not limited to, improper or insufficient packing, securing, marking or addressing and failure to observe any of the rules relating to shipments not acceptable for transportation or shipments acceptable only under certain conditions.
2. Compliance with delivery instructions from the Shipper or Consignee or non-compliance with special instructions from the Shipper or Consignee not authorized by applicable tariffs.
3. Delays which are a direct result of waiting time at the Consignee locations, whether through appointment deliveries, convention center receiving processes or any circumstance which is caused by the Consignee's lack of ability to receive the consignment within the specified time frame.
4. Air Shipments that exceed 82” in length or width, or 72” in height.
5. Shipments that are undeliverable or are returned, have unclear or incorrect addresses or shipments addressed to rural delivery numbers.
6. Shipments to be delivered on a day that is considered a legal or national holiday.
7. Shipments moving on a collect basis that are not authorized by the Consignee as the paying Party.
8. Acts of God, weather conditions, perils of the air, public enemies, public authorities acting with actual or apparent authority in the premises, authority of law, quarantine, riots, strikes, civil commotion, hazards or dangers incident to a state of war or undeclared war.
9. Any shipment containing commodities classified as Dangerous Goods per IATA or DOT regulations.
10. Shipments lacking the proper Shippers Security Endorsement and Shipper's identification per the TSA Indirect Air Carrier Standard Security Program
11. Shipments that are undeliverable or are returned, have unclear or incorrect addresses or shipments addressed to rural delivery numbers.

D. Service Territory:

Guaranteed Service is available to all points within the 48 contiguous states. Check with Estes Forwarding Worldwide for service availability on your particular shipment.

E. Dimensional Weight:

All charges will be determined based on the greater of the actual or dimensional weight of the shipment. Dimensional weight will be calculated from the cubic measure of the shipment on the basis of 1 pound per each 194 cubic inches or fraction thereof.

25. Shipments Not Acceptable

Estes Forwarding Worldwide will not transport the following shipments:

- A. Shipments of articles of extraordinary value such as, but not limited to, gold or other precious metals, bronze, copper, gold or silver coins, coin collections, gems, precious stones, postage, trading or revenue stamps, stamp collections, money, currency, bonds, bills of exchange, deeds, promissory notes, negotiable securities, stock certificates and other documents of inherent value.
- B. Antiques.
- C. Original manuscripts, electronic data or prototypes for which no other copy or replacement exists.
- D. Stringed instruments.
- E. Uncrated, unwrapped or otherwise improperly packaged, furniture or household goods.
- F. Shipments of live animals, insects, birds, fish or reptiles.
- G. Shipments of human remains, cremated or disinterred.
- H. Shipments with a declared value amount in excess of \$25,000 (U.S. dollars) without prior approval.
- I. Shipments that require the forwarder to obtain a Federal, State or local license for their transportation.
- J. Commodities classified as Dangerous Goods or Hazardous Materials as defined and/or controlled by the rules and regulations of IATA, ICAO or the U.S. DOT unless prior arrangements have been made and agreed upon in writing.
- K. Such additional items as determined including, but not limited to:
 - 1. Cash On Delivery (COD) shipments
 - 2. Personal effects
 - 3. Household goods
 - 4. Used furniture

26. Shipments Subject to Advanced Arrangements

- A. Oversized shipments as described in Section 9.
- B. Critical service shipments such as Same Day, Next Flight Out Delivery or Hot Shot Ground.
- C. Shipments requiring inside pickup and/or delivery, two-man pickup and/or delivery, liftgate service, appointment deliveries and weekend deliveries.
- D. Guaranteed delivery as described in Section 24 above.

27. Shipper's Responsibility

Shipper is responsible for properly completing the Waybill and selecting the service level. Please print neatly (pressing hard), use a typewriter or printer. You are responsible for compliance with all applicable laws, rules and regulations, including customs, import and export laws for each country through which this shipment may pass. It is your responsibilities to provide all necessary information and documentation in order to fully comply with such laws. We will not be liable for any delay, loss or claim arising from your failure to comply with these requirements. It is the Customer's responsibility to properly package and secure the goods for shipment. Shipments tendered for air transportation are subject to aviation security laws and regulations.

All shipments and documents provided to Estes Forwarding Worldwide are subject to inspection and/or screening by us or governmental agencies to make certain they comply with all applicable regulations. However, Estes Forwarding Worldwide is not obligated to perform any such inspection, and we do not promise that acceptance by us of your shipment is proof of your compliance with all applicable regulations.

28. Shipper's Consent to Screening of Air Cargo

Estes Forwarding Worldwide, in compliance with its TSA approved Indirect Air Carrier Standard Security Program, must refuse to offer for transportation by air any cargo shipment if the Shipper does not consent to the screening of the cargo. Per these terms and conditions, the Shipper hereby consents to the screening of the cargo. These terms shall apply to all shipments.

29. Storage

- A. Shipments will be held free of charge at destination for three (3) business days after the Consignee has been notified of the arrival of the shipment. After the expiration of such free time, we will continue to hold the shipment subject to an additional charge per shipment per day as set forth in the Estes Forwarding Worldwide Accessorial Guide. If such continued holding is not practical, we will place the shipment in a public warehouse at the expense of the Shipper and/or Consignee. The Shipper and Consignee will be subject to a lien for all transportation, storage, delivery, warehousing, additional handling and any other related charges.
- B. When a shipment is held beyond the expiration date of free time while awaiting delivery instructions, our liability for the shipment shall terminate.
- C. Shipments will be held for 30 calendar days from the day of notification of arrival to the Consignee. After the 30 days, we will return the shipment to the Shipper at the Shipper's expense, or we will dispose of the shipment in accordance with Section 15: Notice and Disposition of Property.

30. Surcharges

If unforeseen economic conditions (including but not limited to, fuel price increases, regulatory changes, etc.) change our cost of providing services, we reserve the right to increase our rates and charges or impose applicable surcharges to cover our increased costs.

31. Accessorial Guide

Address Correction	\$10.00
Waybill Preparation	\$20.00
Waybill Copy	\$10.00
Appointment Pickup/Delivery Fee (GROUND)	\$12.00
Attempted Pickup/Delivery (A or B points)	\$35.00 minimum or \$5.00/cwt
Attempted Pickup/Delivery (C and beyond points)	\$65.00 or \$8.75/cwt
Billing Type Change Fee	\$20.00
Construction Site/Mine Site Pickup/Delivery	\$65.00 per shipment
Container Freight Station Fee	\$65.00
Convention Center/Hotel Pickup/Delivery	\$75.00
Dangerous Goods Fee (AIR)	Call for quote and availability
Detention	\$20.00/15 minutes, first 15 minutes free

Fairs, Carnivals, Chautauquas	\$65.00
Fuel Surcharge	Call – Change based on Market Conditions
Hazardous Materials Fee (GROUND)	Call for quote and availability
Hotel Pickup/Delivery	\$25.00
Inside Pickup/Delivery	\$15.00 minimum or \$5.00/cwt
Island Pickup/Delivery Requiring Ferry Service 02807, 06390, 11964, 11985, 43436, 43434, 43438	\$125.00 flat fee
Las Vegas Convention Center and Sands Convention Center	\$150.00 minimum/\$.20/lb.
Liftgate Service	\$50.00 per pickup/delivery
Limited Access Fee*	\$65.00 per shipment
Mall Pickup/Delivery	\$25.00
Martha's Vineyard 02535, 02539, 02552, 02568, 02573, 02575	\$90.00 min/\$.10/lb.
Military Installation Fee	\$50.00 per pickup/delivery
Mini Storage Pickup/Delivery	\$65.00
Nantucket 02554, 02564, 02584	\$125.00 flat fee
Packing/Crating	Call for Quote
Pallet Jack Service	\$50.00
Prison Pickup/Delivery	\$65.00
Prepayment of Taxes	\$30.00 per shipment
Proof of Delivery Hard Copy	\$10.00 if before invoice(s) sent out
Re-delivery Service	\$70.00 plus any applicable beyond/special delivery charges
Residential Pickup/Delivery	\$50.00
Saturday Pickup/Delivery – All Hours	\$150.00
Service Guarantee	25% surcharge on Tariff Rates \$50.00 minimum (Call Estes Forwarding Worldwide 1-888-378-3724 for availability.)
Special Pickup/Delivery**	
• Monday thru Friday - 8:00 AM to 7:00 PM	\$50.00
• Monday thru Friday - 7:01 PM to 7:59 AM	\$100.00
Storage	\$.10/Pound/Day, \$25 Minimum Charge
Sunday and National Holidays – Pickup/Delivery - All Hours	\$300.00
TSA Security Fee	\$10.00/Shipment

Tax Preparation (SJU)	\$20.00
Two-man Pickup/Delivery	Call for quote
University/Campus Pickup/Delivery	\$65.00
Virgin Island Tax Preparation Fee	\$20.00

This list of accessorial charges is not intended to be all inclusive of the services that Estes Forwarding Worldwide offers, nor of the charges for said services. Please call Estes Forwarding Worldwide toll free at (888) 378-3724 if you have questions about our rates and/or services.

* Limited Access includes the following:

- (a) Churches
- (b) Commercial establishments not open to the walk in public during normal business hours
- (c) Construction sites
- (d) Fairs, carnivals, chautauquas
- (e) Individual (mini) storage units
- (f) Prisons
- (g) Schools
- (h) Other non-commercial locations
- (i) Mine sites

** Normal pickup and delivery service parameters are Monday through Friday between 8:00 AM and 7:00 PM. Special pickup/delivery service is defined as an expedited pickup and/or delivery performed outside the time that normal pickup/delivery would be made in the course of the regularly scheduled route in order to meet service requirements. Pickup/delivery performed Monday through Friday between the hours of 7:01PM and 7:59AM or Saturday, Sunday and legal holidays will also incur special charges.