

**CARGO SERVICES EXPRESS, INC.'s Terms and Conditions for Service:**

The customer upon requesting services is agreeing to these terms and conditions for service. The applicant(s) executing this Application and Agreement (\*Customer\*) hereby agree(s) that liability and payment for all services is subject to the following terms and conditions:

1. Customer agrees that all amounts due for services provided by Cargo Services Express, Inc. are payable at 16800 SW 62 ST, SOUTHWEST RANCHES, FL 33331.

2. Customer agrees that all amounts due are not payable in installments, but are payable upon receipt of invoice. Cargo Services Express, Inc. reserves the right to demand payment of all outstanding and past due freight charges as a pre-condition for releasing any shipment(s) to consignee. Customer unconditionally, absolutely and irrevocably guarantees and promises to pay Cargo Services Express, Inc, or order on demand, in lawful money of the United States, and all indebtedness and/or obligations of Customer to Cargo Services Express, Inc. Customer agrees to pay all attorney's fees and all other costs and out-of-pocket expenses which may be incurred by Cargo Services Express, Inc., in the enforcement of this guarantee. If amount due is not paid within said period a delinquency charge of 1 1/2% per month of the delinquent balance shall be added to the sum due.

3. In the event the Account becomes delinquent and is turned over for collections, Customer agrees to pay all reasonable attorneys' and collectors' fees, plus all attendant collection/court costs. Cargo Services Express does not employ brokers or intermediaries to collect freight charges. Payment of freight charges to any entity other than Cargo Services Express will not discharge the payment obligation of the Customer.

4. Customer agrees to notify Cargo Services Express, Inc by certified mail of any changes in ownership of Customer and further agrees to be liable for all losses incurred as a result of failure to comply with said notifications.

5. Customer authorizes Cargo Services Express, Inc., to investigate all credit history, bank references and any other information required to process this application and as it deems necessary in the future.

6. Customer hereby agrees that Florida Law shall control any claim or controversy that may arise between us and that venue for any action between us shall lie only in Dade County, Florida. Customer further agrees that it may be served outside of Florida in order to initiate litigation or arbitration in Florida including, but not limited to, litigation in a Florida small claims court.

7. This agreement incorporates by reference Cargo Services Express's rates and service conditions and sets forth the full and complete duties and obligations of Cargo Services Express with respect to the Customer and beneficial owners of the subject shipment(s).

8. Cargo Services Express will undertake to deliver the lading described on Customer's bill of lading under reasonable dispatch utilizing the next available equipment and shall attempt to effectuate delivery pursuant to schedules and transit times as otherwise set per Customer's alerted instructions. Cargo Services Express does not guarantee that delivery will be effectuated to meet any particular market, dispatch, exhibition, or sailing. Cargo Services Express does not accept liability for special or consequential damages for delays in delivery. The parties agree that in any event, Cargo Services Express's maximum liability for delay shall be an amount equal to the freight charges incurred.

9. Customer agrees that unless a higher value is declared on the Customer's bill of lading as well as explicit instructions directed to Cargo Services Express to charge for the declared value on the Customer's alert, and a higher valuation paid for, the Customer hereby releases the property to a value of fifty cents (\$.50) per pound, subject to a \$50 minimum.

10. Where shipments have declared values, Cargo Services Express's liability for shortage or damage shall be prorated by weight when part of a shipment is lost or damaged. Otherwise, Cargo Services Express's liability shall be determined by multiplying the weight of the lost or damaged article by fifty cents (\$.50) per pound. All claims shall be notified in writing within three (3) months and filed within nine (9) months of pick-up or shall be barred. The parties agree that claims will be presented and adjusted in accordance with the guidelines established by the Interstate Commerce Commission and successor agencies and set forth at 49CFR1005. ICC Administrative Rulings 65 and 128 shall apply. Unless otherwise agreed to in writing, the maximum liability for shortage or physical damage shall be fifty cents (\$.50) per pound. If the declared value of the shipment shown on the Customer's bill of lading and shipment alert exceeds fifty cents (\$.50) per pound, an insurance surcharge of sixty-five cents (\$0.65) per One Hundred Dollars (\$100.00), or portion thereof, excess value shall be assessed. Neither Cargo Services Express nor the subcontractor(s) retained by it shall be liable for damages in excess of Twenty Thousand Dollars (\$20,000.00) per shipment, regardless of the value declared. Customer understands and agrees that the rates do not include insurance or other compensation for loss other than as expressly provided herein and limited hereby. Accordingly, Customer agrees that in the event it desires coverage for loss, it will obtain insurance, and that said will contain a waiver of subrogation clause waiving any subrogation rights to and on behalf of such insurance carrier. In the event Customer falls to obtain a waiver of subrogation, Customer will defend, indemnify and hold harmless Cargo Services Express and any subcontractor retained by it with respect to claims made by Customer or third parties acting as subrogates of Customer. Cargo Services Express shall not be liable for damage caused by force majeure, Act of God, or the inherent vice of the shipment. Temperature controlled service is not provided.