



### Declared Value and Insurance

1.) 24/7 Express Logistics, Inc., liability in the absence of a higher declared value for carriage is limited to \$0.50 per pound up to a maximum of \$50.00 unless greater amount is declared prior to the shipment, declared on the bill of lading, and applicable declared value charges paid thereon. The maximum declared value for any shipment is \$10,000.00.

This limitation is subject to revision as published in 24/7 Express Logistics, Inc. tariffs in effect at the time of a shipment. Declared value for carriage shall be subject to an excess valuation charge of \$0.65 per \$100.00 of declared value.

2.) 24/7 Express shall not be liable for any loss, damage, delay, mis-delivery, non-delivery or other result caused by:

- (a) Any act, default or omission of the consignor.
- (b) The nature of the shipment or inherent thereof.
- (c) Improper or insufficient packing, securing or addressing or any other violation of the terms contained herein.
- (d) Acts of God, perils of the air, public enemies, public authorities acting under the authority of the law, quarantine, riots, labor disturbances, civil commotions, fuel shortages or hazards incident to a state of war.

3.) Notwithstanding the foregoing, 24/7 Express Logistics, Inc in no event shall be liable for any consequential, incidental or special damages which may arise from loss, damage, non-delivery or delay of any shipment. This limitation shall apply to and include, but not be limited to damages for loss of profit, loss of income, loss of interest or loss of business opportunity.

4.) 24/7 Express Logistics, Inc and/or its assignees will not be liable for items of extraordinary value including, but not limited to: electronics, computer equipment, and works of art, jewelry, money, precious gems, furs, coins, bullion, securities and other negotiable items. Such items may be accepted but the maximum liability is \$50.00 per shipment.

5.) For a financial document shipper: liability limits include but are not limited to, deposit records, checks and similar items, 24/7 Express Logistics, Inc liability limits as described above applies only to the cost of reproduction, not actual value. Appropriate risk management requires shipper's keeping records: that permit it to identify its depositors and endorsers on a cash item or returned check in case the item is lost or destroyed; and which would be needed to reconstruct a transaction account and to trace a check deposited in such account.

6.) Shipper warrants that the shipment is packaged sufficiently to prevent damage that would arise in the normal handling of air or truck shipments. Any glass, fragile items or electronic equipment must be identified as such and be professionally packaged or crated for shipment or any claim against such shipment will be denied.

7.) The consignor and consignee shall be liable, jointly and severally, for any unpaid charges due and payable on account of such shipments, moved in their behalf including sums advanced or disbursed by the forwarder on account of any such shipment.

8.) 24/7 Express Logistics, Inc also reserves the option to deal with any shipment tendered to it as an agent for the shipper.

9.) Shipper warrants that the shipment is properly described on the freight document (bill) as to its proper contents and/or value. 24/7 Express Logistics, Inc reserves the right to open and inspect any shipment.

10.) All items tendered to 24/7 Express Logistics, Inc are subject to reweighing by 24/7 Express Logistics, Inc and are subject to recalculation of charges based on such reweighing. Regardless of actual classification, or that claimed by the shipper, carrier shall reserve the right to determine dimensional or actual weight or reweigh while in its possession to be transported on a correctly stated freight bill. To determine dimensional weight, the extreme measurements of the length times the width times the height of the article (s), in inches shall total the cubic inch content. For ground shipments, the chargeable weight is computed by dividing the cubic inch content by a factor of 250 cubic inches per pound. For all Air shipments, weight is determined by the greater of: actual shipment weight or the dimensional weight (length times width times height) divided by 194.

### Payment of Charges/Default

1.) On approved credit and with a valid 24/7 Express Logistics, Inc. Customer Account number, 24/7 Express Logistics, Inc credit terms require invoices to be paid upon receipt or agreed upon net terms with late fees starting at 15 days from customer's receipt of invoice. (After 30 days add 10% to total invoice, after 45 days add 15% to total invoice, after 60 days add 20% to total invoice.)

2.) Nonpayment of any invoiced shipments or any other default by any and all parties under these Terms and Conditions of Services shall constitute a claim by 24/7 Express Logistics, Inc against such parties and such parties, in addition to accepting liability for such claim of payment or other damages, shall be liable for all costs related to the collection of such claim, including but not limited to, court costs, attorney's fees, and related expenses.

### Claims

#### 1.) Claims Procedures

(a) All claims for lost or damaged shipments must be submitted in writing and received by 24/7 Express Logistics, Inc within the prescribed limits of the date the shipment is accepted by the consignee (or reasonable time has been allowed for delivery to occur).

1. Courier limits are 15 days and freight limits are 9 months from the date any shipment should have delivered. Consignees must accept damaged freight until the claims process can be initiated.

2. Merchandise must be retained in its original shipping container until an inspection can be scheduled and completed. 24/7 Express Logistics, Inc will arrange for or perform the inspection within 15 days of notification.

3. Satisfactory proof of loss must be furnished including invoices and supporting documents such as repair bills.

4. Claimant agrees and understands that federal regulations require every effort be made to reduce the loss and assist 24/7 Express Logistics, Inc. in recovery from any insurer and invoke all legal rights shipper may have to minimize the effect of any loss.

5. 24/7 Express Logistics, Inc or its insurer shall honor all rights and remedies, if any, of claimant in respect to such a loss, based on the respective mode of transport used and that mode's respective liabilities.

(b) Claims for overcharges must be made in writing to 24/7 Express Logistics, Inc within one year of the shipment's delivery date. Freight shipments have 18 months in which to file overcharges.

(c) No claims for loss or damage to a shipment will be processed until all transportation charges have been paid. The amount of any open claims may not be deducted from transportation charges.

2.) In the event that any provision of the Claims Procedures Agreement shall be deemed invalid, it shall not invalidate any remaining clause, phrase or section of this agreement.

### Rate Changes

24/7 Express Logistics, Inc reserves the right to change its shipping tariffs on all shipments without serving prior notice to shipper and any such surcharge may apply for any period of time as deemed necessary by 24/7 Express Logistics, Inc.

### Fuel Surcharges

24/7 Express Logistics, Inc reserves the right to assess a fuel surcharge on all shipments without serving prior notice to shipper and any such surcharge may apply for any period of time as deemed necessary by 24/7 Express Logistics, Inc. The price of fuel is obtained from the Energy Information Administration website: <http://www.eia.doe.gov>. Every Tuesday we check the previous Monday's fuel price in the U.S. region to determine our fuel surcharge. You may click on the links to see your fuel surcharge addendum.

Courier – Gasoline

[http://www.eia.doe.gov/oil\\_gas/petroleum/data\\_publications/wrgp/mogas\\_home\\_page.html](http://www.eia.doe.gov/oil_gas/petroleum/data_publications/wrgp/mogas_home_page.html)

Trucking – Diesel

<http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>

### Governing Law/Jurisdiction for Disputes

The Terms and Conditions of Service contained herein shall be governed by and constructed in accordance with the laws of the Commonwealth of Missouri and, in the event of any disputes whatsoever under such Terms and Conditions of Service, each of the parties herein irrevocably submits to the non-exclusive jurisdiction of the Courts of the Commonwealth of Missouri.