

Appendix B

CONDITIONS OF CONTRACT

These Conditions of Contract govern air transportation arranged by XPO Global Forwarding, Inc. (also known as Concert Group Logistics, Inc. d/b/a XPO Global Logistics) ("XPO").

AVIATION SECURITY CONTROLS: Cargo items tendered for air transportation are subject to aviation security controls by air carriers and when appropriate, other government regulations. Copies of all relevant shipping documents showing the cargo's shipper, consignee, description, and other relevant data will be retained on file per current FAA regulations.

PRIVACY ACT NOTIFICATION: 49 USC 114 authorizes the collection of this information. The information you provide will be used to qualify you or verify your status as a possible "known shipper." Providing this information is voluntary, however, failure to provide the information will prevent you from qualifying as a "known shipper." This information will be disclosed to TSA personnel and contractors or other agents including IACs in the maintenance and operation of the known shipper program. TSA may share the information with airport operators, foreign air carriers, IACs, law enforcement agencies, and others in accordance with the Privacy Act, 5 USC Section 552a. For additional details, see the system of records notice for Transportation Security Threat Assessment System (DHS/TSA 002) published in the Federal Register.

CONSENT TO SCREEN: The U.S. Department of Homeland Security may require air cargo shipments to be screen as security for air transportation industry. As part of XPO's Conditions of Contract and this signed document confirms your consent to screen cargo. In the absence of this acceptance by shipper, XPO may not offer shipments for air transportation as regulated by the TSA- Transportation Security Administration.

SERVICE/ROUTING: It is agreed that no guaranteed time is fixed for the completion of carriage as offered and that the Forwarder may without notice substitute alternate carriers or modes of transportation. The Forwarder assumes no obligation to carry the goods by any specified aircraft or carriers, or over any particular route or routes or to make connection at any point according to any particular schedule. Further, the Forwarder is authorized to select or deviate from the route or routes of shipment, notwithstanding that the same may be stated on the face of the waybill. Service failures caused by (i) acts of God, public enemies, public dangers, incident to a state of war, (ii) any default by the shipper or consignee; (iii) the nature of the shipment, or any defect, characteristic or inherent vice thereof; (iv) violations by the shipper or consignee of any of the conditions of the Contract; or (v) compliance with laws, government regulations, orders or requirements of any jurisdiction, or from any other cause beyond the control of the Forwarder, will not negate the charges for service rendered.

SHIPPER'S RESPONSIBILITY: The shipper is responsible for preparing, packing, labeling, and properly describing the contents of their shipment, so as to ensure safe transportation with ordinary handling. Any failure to do so will relieve XPO of any liability for damage or loss.

INSPECTION OF SHIPMENT: All shipments are subject to inspection by XPO prior to, during, and after they are tendered. XPO however, is under no obligation to inspect any shipment.

DECLARED VALUE LIABILITY LIMITS: It is agreed the liability of the Forwarder shall be limited to (but not in excess of the actual loss or damage) the declared value for carriage set forth on the face of the waybill for any destruction, loss, damage to or in connection with consignment. If no value is declared, the liability of the Forwarder is limited to \$.50 per pound. In the event of a partial loss, the liability of the Forwarder with respect to the undelivered or damaged portion, shall be reduced proportionately on the basis of weight, notwithstanding the value of any part of the consignment or contents thereof. In the case of concealed damage/loss, XPO's liability shall be limited to no more than one-half (1/2) of XPO's visible damage damage/loss liability. There is no liability or insurance provided for one of a kind articles or architectural models, artwork, jewelry or personal effects. XPO's liability for aggregate losses at any one time at any one place is limited to \$1,000,000.00. For any shipment having declared value over \$50,000.00, XPO must be given advance notice prior to dispatch of vehicle for pick-up. Failure to provide advance notice will negate any coverage.

CLAIMS PROCEDURES & TIME LIMITS:

- a) All Claims should be made in writing to: XPO, 290 Gerzevske Lane, Carol Stream, IL 60188
- b) All claims for concealed damage must be made within 24 hours of delivery. All packaging material must be kept for inspection. Any concealed damage claim not meeting the above conditions will not be honored.
- c) All other claims for damage or loss must be received in writing by XPO within sixty (60) days from date of delivery.
- d) If recipient accepts shipment without noting any damage on bill of lading, it is assumed that package was delivered in good condition.
- e) All freight charges due XPO must be paid in full prior to resolution of any claim.
- f) Claims for Overcharges must be made in writing to XPO within 180 days from date of shipment.

CONSEQUENTIAL & SPECIAL DAMAGES: XPO, its employees, will not be liable for "loss", damage, or delay caused by, but not limited to acts of God, perils of the air, airline mishandling, customs delays, weather conditions, mechanical delays, acts of public enemies, war, strikes, civil commotion. XPO, its employees will not be liable for "loss", caused by delay, loss of use, loss of marketability or any other consequential loss, or any loss caused by improper packaging or materials. XPO will make every effort to keep both consignee and consignor informed when shipments are effected. Shipper and consignee shall hold XPO and its agents harmless for loss/damage, delay or any monetary losses which are a result of auxiliary services including but not limited to local cartage, crating, uncrating, packing, and unpacking which are requested by the shipper or consignee and arranged by XPO as a customer service unless such services are actually performed by XPO or its agents. Such limitation of liability shall extend to the selection by XPO of the providers of the auxiliary services. Auxiliary services are those which are performed prior or subsequent to transportation and which may be billed directly by the provider of the services or by XPO. Providers of auxiliary services are contractors for the shipper or consignee and are not agents for XPO. Local cartage is the movement of unpackaged/uncrated freight. NOTE: Under no circumstances will the liability of XPO for any monetary loss which is a result of any auxiliary services performed by XPO or its agents be greater than the liability contained in this contract.

COLLECT ON DELIVERY (C.O.D.): Service is provided under the following conditions: (a) shipper must identify the shipment as a C.O.D. shipment by entering the amount to be collected on the front of this shipping document, (b) shipper must specify the type of payment to be received (e.g., cash, check, money order or cashier's check) on the front of this shipping document and (c) XPO and shipper agree that XPO does not guarantee nor verify that a check, money order, cashier's check or other such financial instrument is valid or negotiable. All payments are collected at shipper's risk. Unless prior arrangements are made the acceptance of cash by XPO and its agents for payment of freight charges and/or C.O.D. amounts is limited to a maximum of \$2,000.00 per shipment and/or stop. Payment of freight charges and/or C.O.D. amounts in excess of \$2,000.00 must be remitted by cashier's check, certified check, money order, or consignee's check as authorized by the shipper in writing.

THIRD PARTY BILLING/BILLING DISPUTES: In the event of a Third-party billing, where the Third-Party fails to pay the freight charges, it is agreed that the shipper is responsible for all freight charges. Additionally, the Shipper and the Consignee shall be jointly and severally liable for the payment of all charges and advances. The Forwarder shall have a lien on the shipment for all charges, amounts due and payable to the Forwarder. The shipper and the consignee shall jointly and severally indemnify the Forwarder for all claims, fines, penalties, damages, costs or other amounts which may be incurred by, or imposed upon the Forwarder by reason of any breach by the shipper or the consignee of any of the provisions of this Contract.

LEGAL CONSIDERATIONS: Debtor hereby agrees to pay all court costs and attorneys' fees incurred by XPO in enforcing any of the terms of this agreement and in collection of any sums owed, pursuant to this agreement by debtor for service rendered by carrier.

FINANCE CHARGE: Debtor does hereby agree to pay interest at the rate of 2% per month on all amounts Debtor owes to XPO but does not pay within fifteen (15) days from date of invoice.