

ALLIANCE

AIR FREIGHT & LOGISTICS, INC.

(800) 6-TIMELY

(800) 684-6359

FORM OF PAYMENT*

C.O.D. GBL

BILL TO SHIPPER BILL TO CONSIGNEE THIRD PARTY BILLING

SERVICE **

UNITED STATES/CANADA

SAME DAY SECURED OVERNIGHT LTL

OVERNIGHT SECOND DAY DEFERRED

DATE _____ ORIGIN _____ SHIPMENT NUMBER _____

INTERNATIONAL LOCAL EXPRESS SATURDAY DEL. COST SAVER

A SHIPPER'S ACCOUNT NUMBER

FROM: Your Name _____ Phone _____ TO: Consignee's Name _____ Phone _____

Company Name _____ Dept. or Floor _____ Company Name _____ Dept. or Floor _____

Address _____ Address _____

City _____ State _____ County _____ CANADA City _____ State _____ County _____ CANADA

CUSTOMER'S REFERENCE NUMBER (WILL APPEAR ON INVOICE) _____ ZIP CODE (REQUIRED) _____ **A** CONSIGNEE'S ACCOUNT NUMBER _____ ZIP CODE (REQUIRED) _____

| DESCRIPTION | DIMENSIONS | | | | TOTAL PIECES | TOTAL WEIGHT (IN LBS.) |
|-------------|------------|---|---|---|--------------|---------------------------|
| | PCS. | L | W | H | | |
| | | | | | | |

COD AMOUNT \$ _____

Method of COD Payment: COMPANY CHECK CASHIER'S CHECK OTHER

DECLARED VALUE \$ _____

* IF NO FORM OF PAYMENT IS CHECKED, THE SHIPPER SHALL BE LIABLE FOR
 ** SEE DESCRIPTION OF SERVICES ON REVERSE SIDE.

TERMS AND CONDITIONS, DECLARED VALUE AND LIMIT OF LIABILITY

THIS SHIPMENT SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF CONTRACT ("TERMS") AS SET FORTH ON THE REVERSE SIDE HEREOF. OUR LIABILITY SHALL BE LIMITED TO THE HIGHER OF \$50.00 PER SHIPMENT OR \$0.50 PER POUND (\$1.10 PER KILOGRAM) OF CARGO LOST OR DAMAGED, UNLESS YOU SPECIFY A HIGHER AMOUNT IN THE DECLARED VALUE BOX ON THIS AIRBILL. WE SHALL IN NO EVENT BE LIABLE FOR LOSS OR PROFIT, INCOME, INTEREST, ATTORNEYS FEES OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. IF THIS SHIPMENT INVOLVES INTERNATIONAL TRANSPORTATION, OUR LIABILITY SHALL BE LIMITED TO \$9.07 PER POUND (\$20.00 PER KILOGRAM) OF CARGO LOST OR DAMAGED. UNLESS YOU SPECIFY A HIGHER AMOUNT IN THE DECLARED VALUE BOX ON THIS AIRBILL AND THE WARSAW CONVENTION MAY GOVERN AND THEREBY LIMIT OUR LIABILITY.

REMARKS

SHIPPER'S SIGNATURE **X**

INTERNATIONAL SHIPMENTS

FREE DOMICILE COMMODITY CODE _____

THIRD PARTY ACCOUNT NUMBER MANDATORY FOR THIRD PARTY BILLING **A** _____

TIME RECEIVED _____ DATE RECEIVED _____ RECEIVED IN GOOD CONDITION BY: _____

INTERNATIONAL AND CANADIAN SHIPMENTS MAY REQUIRE COMMERCIAL INVOICES AND OTHER SPECIAL DOCUMENTS

INTERNATIONAL CUSTOMS VALUE _____ INTERNATIONAL INSURANCE _____ DRIVER'S SIGNATURE _____ PRINT LAST NAME (CONSIGNEE'S) _____

ALLIANCE
AIR FREIGHT & LOGISTICS, INC.

FOR INFORMATION AND RATES CALL (800) 6-TIMELY

DATE _____ PIECES _____



U.S./CANADA SERVICES

- Same Day** - Expedited service with extra charges.
- Overnight** - Delivery the next business day.
- Second Day** - Delivery the second business day.
- Deferred** - Delivery in 3-5 business days

INTERNATIONAL SERVICES

Express - Quickest service overseas.
Cost Saver - Reliable, predictable Airport-to-Airport service for international shipments with Slightly longer transit times. Pick-up, customs clearance, and delivery option available.

Note:

Call 818-504-3900 or consult our Service Guide.

TERMS AND CONDITIONS OF CONTRACT (THE "TERMS")

1. In tendering this shipment, the Shipper, Consignee and or Responsible Third party agree to these TERMS which no agent or employee of the parties may alter. This Airbill is NON-NEGOTIABLE and has been prepared by Shipper's behalf. The Shipper, Consignee and or responsible Third Party agree that this shipment is subject to the Terms stated herein and those TERMS AND CONDITIONS in the Service Guide in effect on the date of shipping, which are incorporated herein reference, and made a part of this contract. In case of conflict between the TERMS contained herein and those TERMS AND CONDITIONS in the Service Guide, the TERMS AND CONDITIONS shall control. The Service Guide is available at all our offices or a copy can be obtained by writing to Alliance Air Freight & Logistics, Inc., 9822 Glenoaks Blvd., Sun Valley, CA 91352.

2. OUR LIABILITY IS LIMITED TO THE HIGHER OF \$50.00 PER SHIPMENT OR \$0.50 PER POUND (\$1.10 PER KILOGRAM) OF CARGO LOST OR DAMAGED UNLESS A HIGHER DECLARED VALUE IS REQUESTED, AND THE FEES SET FORTH IN THE SERVICE GUIDE FOR SUCH HIGHER DECLARED VALUES ARE PAID. IN NO EVENT SHALL OUR LIABILITY EXCEED THE DECLARED VALUE OF THE SHIPMENT OR THE AMOUNT OF LOSS OR DAMAGE ACTUAL SUSTAINED, WHICHEVER IS LOWER.

IF THE SHIPMENT INVOLVES INTERNATIONAL TRANSPORTATION, OUR LIABILITY SHALL BE LIMITED TO \$9.07 PER POUND (\$20.00 PER KILOGRAM) OF CARGO LOST OR DAMAGED UNLESS A HIGHER DECLARED VALUE IS REQUESTED, AND THE FEES SET FORTH IN THE SERVICE GUIDE FOR SUCH HIGHER DECLARED VALUES ARE PAID. THE RULES RELATING TO LIABILITY ESTABLISHED BY THE WARSAW CONVENTION SHALL APPLY TO THE INTERNATIONAL CARRIAGE OF ANY SHIPMENT HEREUNDER INSOFAR AS THE SAME GOVERNED THEREBY. FOR INTERNATIONAL SHIPMENTS THIS AIRBILL SHALL BE DEEMED AN AIR WAYBILL WITHIN THE MEANING OF THE WARSAW CONVENTION.

For shipments containing cell phones and/or accessories no liability is assumed nor intended. Shipments will move with Full risk assumed by shipper, Consignee and/or Responsible Third Party.

The Maximum Declared Value for shipments containing artworks, drawings, etchings, watercolors, tapestries, sculpture, clocks, chronographs, jewelry, including costume jewelry, furs, fur trimmed clothing and personal effects, and shall be limited to \$500 per shipment.

In the event of loss or damage to a shipment containing glass, our liability shall be limited to \$50. Shipments of glass Valued in excess of \$50 will not be accepted and if such are accepted our liability will be limited to \$50. Glass shipments include, but not limited to windshields, plate glass and light bulbs.

Any Declared Value in excess of the maximums allowed herein is null and void and the acceptance by us of any shipment with a Declared Value in excess of the allowed maximums does not constitute a waiver of these maximums.

Subject to the limitations of liability contained in this Air bill and the Service Guide, we shall only be liable for loss damage, misdelivery or non-delivery caused by our own negligence.

We are not liable for any loss, misdelivery or non-delivery caused by the act, default or omission of the Shipper, Consignee, and/or Responsible Third Party who claims interest in the shipment, the nature of the shipment or any defect thereof, violation by the shipper, Consignee and/or Responsible Third Party of any of the TERMS contained in the Airbill or in the Service Guide including, but not limited to, improper of insufficient packing, securing, marking or addressing, or failure to observe any of the rules relating to shipments not acceptable for transportation or shipments acceptable only under certain conditions, acts of God, perils in the air, public enemies public authorities, acts of omission of Customs or Quarantine officials, war, riots, strikes, or other labor disputes, weather conditions or mechanical delay of aircraft or other equipment, compliance with delivery instructions from Shipper, Consignee and/or Responsible Third Party or acts of any other person other than us.

The Shipper, Consignee and/or Responsible Third Party agree that Alliance Freight has the right to put a lien on any Shipment due to monies owed to Alliance Air Freight.

We cannot guarantee delivery by a specific time or date and shall not be liable for any damage due to delay, misdelivery or non-delivery.

IN ANY EVENT, WE 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.

3. Receipt of the shipment by consignee's agent without written notice on the delivery receipt and/or delivery manifest will be prima facie evidence that the shipment was delivered in good condition. We will process no claim until all transportation charges have been paid. The amount of the claim may not be deducted from the transportation charges.

All claims for loss or damage must be made in writing to us within one hundred and twenty (120) days after the date of acceptance of the shipment by us.

Notice of loss or damage must be reported to us at 818-504-3900 for shipments moving within the United States or for international Shipments within fourteen (14) days from the date of delivery, unless otherwise required by federal or state law, rule or regulation applicable to the shipment. The shipment, its container(s), and packaging material must be made available to us for inspection at the delivery location.

For international shipments, notice for a delayed shipment must be reported to us in writing within twenty-one (21) days after shipment is delivered to the consignee.

For information about filing a claim please contact 818-504-3900 or local Alliance Freight Office. We shall have no liability for any such claim for which notice and documentation is not filed within the time limits set forth herein.

All shipments are subject to opening for inspection by us, however, we are not obligated to perform such inspection.

4. Claims for overcharge must be made in writing within one hundred eighty (180) days after the bill date.

5. Claims for late delivery of a shipment must be reported to us in writing within thirty (30) calendar days from the invoice date.

6. All parties involved with this shipment agree to opt out of the Carmack agreement. This overrides any previous agreements.

7. To expedite the movement of this shipment, ground transportation (i.e. trucks) may be utilized.

8. The shipper, Consignee and/or Responsible Third Party shall be liable, jointly and severally, for all unpaid charges payable on account of a shipment.

9. ALL TERMS, including but not limited to the limitations of liability, shall apply to our agents and their contracting carriers.

10. As used herein the words "our", "we" And "us" refer to Alliance Air Freight & Logistics, Inc.

11. Notwithstanding who prepared the Air Bill or the originating documentation, it shall conclusively be deemed to have been prepared by the shipper.

12. When the declared value exceeds \$0.50 per pound; household goods and/or personal effects, used items, one-of-a-kind articles or models, prototypes, valuable rugs (i.e., Oriental rugs, Persian rugs) and prints or lithographs when the total declared value of the shipment exceeds \$500.00 or when the declared value exceeds \$0.50 per pound, per piece; and such other articles provided in Forwarder's governing tariffs and/or service guide. Forwarder shall not be liable for any loss, damage, delay, liabilities or penalties resulting from the transportation of any of the forgoing articles, however described or misdescribed in this shipping document, and no employee or agent of Forwarder has any authority to accept for transportation such articles or to waive the limitations herein contained.

13. For shipments having declared values over \$20,000.00, Alliance Air Freight must be given advance notice prior to pick up. Failure to do so, will eliminate any liability on Alliance Air Freight's part.

14. Alliance Air Freight shall not be liable by acts, defaults or omissions of the shipper or consignee for failure to observe the terms and conditions of the contract of carriage contained in this shipping document, including but not limited to improper packaging, marking, incomplete/inaccurate shipping instructions and the rules relating to freight not acceptable for transportation of freight acceptable only under certain conditions outlined below.

For all your shipping requirements please call 800-6-TIMELY (800-684-6359). Don't forget to visit us at www.allianceairfreight.com
 Thank you for considering Alliance Air Freight & Logistics, Inc.

