



## CONDITIONS OF CONTRACT

In tendering the shipment described herein for carriage, the Shipper agrees to these conditions of contract, which no employee or agent of the parties may alter or vary in any way, unless expressly authorized to do so in writing by an officer of MNX Midnite Express.

- 1) This air bill is non-negotiable, and has been prepared by the Shipper, or on his behalf by MNX Midnite Express.
- 2) MNX Midnite Express shall not be liable for any loss, damage, delay, mis-delivery, or non-delivery or other result caused by;
  - a) The act, default or omission of the consignee or consignor.
  - b) The nature of the shipment or defect or inherent vice thereof.
  - c) Improper or insufficient packing, securing, addressing, or any violation of the terms contained in this contract.
  - d) Acts of God, perils in the air, public enemies, hazards incident to the state of war, or any other factor beyond the control of Midnite Express.
- 3) MNX Midnite Express and/or its authorized representatives will not be liable for items of extraordinary value including, but not limited to: fine art, jewelry, money, precious metals, gems, furs, coins, bullion, or securities and other negotiable items. Such items are not acceptable for transport.
- 4) The shipper warrants that the shipment is packaged in accordance with industry standards to withstand the normal rigors of transit. Any glass, fragile items or electronic equipment must be identified as such and be professionally packaged or crated for shipment or any claim for damage to such shipment will be denied.
- 5) **Limits of Liability**  
For the loss, damage, deviation, mis-delivery, delay, or detention of any consignment, liability shall be limited to the value of the consignment or \$200.00, whichever is lesser, unless a higher value is declared and additional insurance is purchased.

Per IATA resolution 600B, MNX Midnite Express will file against the carrier based on the following terms and conditions; if the carriage involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention or the Montreal Convention may be applicable and in most cases limits the liability of the Carrier in respect of loss of, damage or delay to cargo. Depending on the applicable regime, and unless a higher value is declared, liability of the Carrier may be limited to 17 Special Drawing Rights per kilogram or 250 French gold francs per kilogram, converted into national currency under applicable law. Carrier will treat 250 French gold francs to be the conversion equivalent of 17 Special Drawing Rights unless a greater amount is specified in the Carrier's conditions of carriage.

MNX shall not be liable in any case for indirect or consequential damages or loss of a particular market.

Any claim made by the shipper must be submitted to the company within twenty-one (21) days of the delivery, or loss.

- 6) The consignor and consignee shall be liable jointly, for all unpaid charges payable on account of a shipment pursuant to the contract, and to pay, indemnify, and/or hold harmless MNX Midnite Express for any and all claims, fines, penalties, damages, costs, or other sums as may be incurred, by reason of any violation of the conditions of this contract by the shipper, consignee or other agents. Payment terms are 15 days. All fees are due when invoice is rendered, overdue accounts will be assessed interest calculated at 18% per annum.
- 7) MNX is hereby granted a lien and security interest in all goods being shipped for the sums due and payable to MNX, and MNX has the right to all remedies under the Uniform Commercial Code or other applicable laws for failure to pay said sums when due. MNX shall be entitled to dispose of said goods by private or public sale paying itself from the proceeds thereof any and all sums due and payable, plus any storage costs.
- 8) Any dispute, lawsuit, or other litigation shall be resolved pursuant to the laws of the State of California in a court of competent jurisdiction in the State of California. MNX shall be entitled to all attorney's fees and costs.

- 9) If any dispute arises, it shall be submitted to arbitration in Los Angeles County in accordance with the rules of the American Arbitration Association. The prevailing party shall be entitled to recover all fees and costs, including attorney fees and the cost of arbitration.
- 10) Insurance  
You may purchase insurance from us for the full value of your shipment by completing the relevant box on the air bill and by paying the indicated charge to cover your shipment against all risks of loss and damage during carriage up to a maximum of \$25,000.00 per shipment. Insurance does not cover losses of a consequential nature or delays in carriage or where the loss has arisen as a result of your breach of your obligations under these terms and conditions.
- 11) No claim for loss or damage to a shipment will be paid until all transportation charges have been paid. The amount of claim may not be deducted from the transportation charges
- 12) Claims Procedure  
In the event of loss, damage or delay, notification must be made to MNX Midnite Express within 21 days. The claim process will then be initiated accordingly.
- 13) Dangerous Goods  
We may at our sole discretion accept and carry certain dangerous goods. The dangerous goods will only be accepted if they comply with all applicable regulations and or requirements as they pertain to packing and documentation.
- 14) Authorization to Screen Cargo  
The Transportation Security Administration requires that all cargo transported via commercial airlines be screened. To facilitate the screening, we are required to have the shippers' written authorization on file, allowing the screening to take place. The completion of the air bill by the shipper or on their behalf by MNX Midnite Express constitutes such authorization.
- 15) Air Cargo Security Regulations  
The completion of this air bill by the shipper or on their behalf by MNX Midnite Express represents an agreement to comply with any and all rules and regulations dictated by the Transportation Security Administration, or other federal, state or local law enforcement agencies.
- 16) In the event any provision of this agreement shall be deemed invalid, it shall not affect any remaining clause, phrase or section of this agreement

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Signature

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Date