

## **TERMS AND CONDITIONS OF SERVICE**

All shipments to or from Shipper handled by Oasis Logistics LLC, herein referred to as the "Company", will be subject to the following terms and conditions. No agent or employee of either party may alter or waive any of the following terms or conditions:

### **1. Choosing Routes and Agents**

Company shall have complete freedom in choosing the means, route and procedure to be followed in the handling, transportation, and delivery of the goods. Advice by Company to Shipper that a particular person or firm has been selected to render services as to the goods shall not be construed to mean that Company warrants or represents that such person or firm will render such services.

### **2. Shipments Subject to Reweigh/Re-Measurement**

Shipper shall provide weight and measurements for its shipments. Shipments are subject to reweigh and re-measurement by Company. If the weight or measurements of the goods as delivered are different from Shipper's representations, or if Shipper changes pick-up or delivery time or location, Company's rates, charges and fees are subject to change. If dimensional weight applies under tariff rule, dimensions shall be shown on the airbill as follows: Length x Width x Height = Cubic Inches (or applicable metric measurement). Customer shipments will be rated at dimensional or actual weight, whichever is greater based on a domestic factor of 194 and an international factor of 166.

### **3. Limitation of Liability Per Shipment**

The liability of the Company with respect to any shipment is expressly limited to \$.50 per pound or \$100.00, whichever is greater, unless a higher value is declared and applicable charges are paid thereon, but in no event shall amount exceed the actual invoice value of the goods. Shipper further agrees to indemnify, defend, and hold harmless, the Company, its agents, employees, and assigns from and against any and all resulting claims, costs, expenses, damages, and liabilities (including attorneys fees) in the event Shipper fails to adequately declare the actual total value of the shipment.

### **4. Liability of Company**

The Company shall not be liable in any event for loss, damage, delay or monetary loss of any type caused by: Acts of God; public authorities acting with actual or apparent authority; strikes; labor disputes; weather; mechanical failures; aircraft failures; civil commotions; the nature of the freight or any defects thereof; public enemies; hazards incident to a state of war; acts of terrorism; and 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, and incomplete or inaccurate shipping instructions. The Company shall not be liable in any event for any special, incidental or consequential damages, including, but not limited to, loss of profits, income, interest, utility or loss of market, whether or not the Company had knowledge that such damages might be incurred.

### **5. Presentation of Claims**

As to all shipments within the United States or its Territories, claims for lost or damaged shipments must be made within nine months of the shipping date. Notification of concealed damage must be made to Company within 12 days of receipt of delivery of the shipment. The Original shipping carton and contents must be retained by consignee for inspection. Claims for overcharges must be presented to Company within 90 days of the shipping date. No agent or employee of Company shall have authority to alter or waive any of the provisions of this paragraph.

### **6. C.O.D. Shipments**

Goods received with instructions to "Collect on Delivery" (C.O.D.) by drafts or otherwise, are accepted by Company only upon the express understanding that it will exercise reasonable care

in the selection of a bank, correspondent, carrier or agent to whom it will send such item for collection, and Company will not be responsible for any acts, omission, default, suspension, insolvency or want of care, negligence, or fault of such bank, correspondent, carrier or agent, nor for any delay in remittance lost in exchange, or loss during transmission, or while in the course of collection. Shipper must enter the amount of any Shipper's C.O.D. which shall be collected subject to the fee and rules of the delivering carrier. Company and Shipper agree that Company 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 caused by Company's willful or intentional misconduct, under no other circumstances shall Company's liability relating in any way to Shipper's C.O.D. exceed the limits of liability as set forth in Paragraph 3.

#### **7. Shipper Liable for Fees**

Shipper shall be responsible for all fees, costs, and charges of any kind hereunder if Company is unable to collect such charges from consignee or other third party within 45 days of delivery. Company shall have a lien on any goods shipped for failure to pay charges payable on account of this shipment pursuant to this contract. Company may refuse to surrender possession of the goods until such charges are paid. Should Company bring legal action for the enforcement of this contract or collection of any sums due and payable under this contract, Company shall be entitled to receive all costs and expenses of collection and/or litigation, including but not limited to its attorneys fees and costs.

#### **8. Compensation of Company**

Shipper agrees to pay all sums due in accordance with the terms set forth therein. In the event that any payment required for services rendered by Company is not paid when due, Company shall be entitled to receive, in addition to the principal amount due, interest calculated at the rate of one and one-half percent (1.5%) per month, from the date of invoice until paid.

#### **9. No Responsibility For Governmental Requirements**

It is Shipper's responsibility to know and comply with the marking and other Customs' requirements of the U.S. and any country having jurisdiction over a shipment, the regulations of any applicable governmental agency, including but not limited to the FAA, TSA, FDA, and all other requirements, laws and regulations of any applicable country or governmental agency. Company shall not be responsible for action taken or fines or penalties assessed by any governmental agency against the shipment because of the failure of Shipper to comply with the laws, requirements or regulations of any country or governmental agency or with a notification issued to Shipper by any such agency.

#### **10. Quotations not Binding**

Quotations as to fees, rates of duty, freight charges, excess valuation charges, or other charges given by the Company to the Customer are for informational purposes only and are subject to change without notice and shall not under any circumstances be binding upon the Company unless the Company in writing specifically undertakes the handling or transportation of the shipment at a specific rate.

#### **11. Construction of Terms and Venue**

The terms and conditions hereof shall be construed according to the laws of the State of California; it being agreed that venue for any legal proceedings shall be in Los Angeles County, California.