



QUIK PICK EXPRESS LLC

MOTOR CARRIER CONDITIONS OF CONTRACT - LTL/FTL LOADS

The property described on the other side, in apparent good order, except as noted (contents and conditions of packages unknown) marked consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in the applicable motor carrier classification or tariff in effect on the date hereof, if this is a motor carrier shipment, or (2) in Uniform Freight Classifications, if this is a rail or rail-water shipment.

The following articles will not be accepted for carriage: Any shipments prohibited by law, artwork, bonds, coins, of any kind, currency, furs, gems or stones, gold, silver, money, securities, and jewelry other than costume.

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 center.

Carrier does not guarantee delivery by a stipulated time, nor will carrier be liable for the consequences of failure to make timely delivery.

Carrier shall not be liable in any event for any special, incidental, or consequential damages, including but not limited to loss of profits or income, whether or not carrier had knowledge that such damages might be incurred.

Air freight rates and charges will be based on actual or dimensional weight, whichever is greater.

The Shipper agrees to be jointly liable with the Consignee/Recipient for all unpaid charges payable on account of a shipment that is made "Collect" (i.e. with the understanding that the transportation charges will be billed to the Recipient/Consignee).

Shipper hereby agrees to pay all court costs and attorney's fees incurred by carrier in enforcing any of the terms of this agreement and in collection of any sums owing pursuant to this agreement by shipper for service rendered by carrier.

Shipper does hereby acknowledge and waive its right to raise the defense of lack of personal jurisdiction any lawsuit commenced by Quik Pick Express, LLC against the shipper. Shipper does hereby consent to the exercise

Personal jurisdiction over it by the California Superior Court in and for the County of Los Angeles, California. California Justice Court in any lawsuit commenced the Shipper by Quik Pick Express, LLC do also stipulate the laws of the State of California shall apply to any lawsuits commenced under this agreement.

Failure to pay billed charges may result in a lien on future shipments, including the cost of storage and appropriate security for the subsequent shipment held pursuant to California to California Civil Code S3051.5.

Shipper does hereby agree to pay interest at the rate of 18% per annum on all amounts Shipper owes Quik Pick Express, LLC but does not pay within 30 days of the invoice date.

RELEASED VALUE CONCEALED DAMAGE-CARRIER LIABILITY TIME LIMITS CARRIER LIABILITY.

1. Concealed Damage claims require written notification to the carrier within 15 days (total) after delivery date. Notification of concealed damage or loss beyond the 15-day limits will result on declination of the claim.
2. Formal claims must be filed with carrier within 90 days (total) after delivery date. Failure to file formal claim within the limitations (time) noted will result in declination of the claim.
3. All shipments are subject to a maximum valuation of .50 per pound, maximum of \$50.00, unless stated otherwise by shipper. Charges for excess valuation will be assessed in accordance with tariff provisions, and paid by the responsible party.