



MYLOGISTICSDEPT

TERMS AND CONDITIONS OF CONTRACT

1. Terms and Conditions of Contract constitute a legally binding contract between MyLogisticsDept.com and the “Customer”. In tendering the shipment for carriage, the “Customer” agrees to these Terms and Conditions of Contract which are available for inspection and incorporated into this contract by reference. It is understood that this MyLogisticsDept.com waybill is non-negotiable and has been prepared by him/her or on his/her behalf by MyLogisticsDept.com. In the event MyLogisticsDept.com renders services and issues a document containing Terms and Conditions of Contract governing such services, the Terms and Conditions set forth in such other document(s) shall govern those services.
2. Definitions:
 - (a) “Company” shall mean MyLogisticsDept.com., its subsidiaries, related companies, authorized agents and/or representatives.
 - (b) “Customer” shall mean the person or persons engaged in commercial trade activity for which the “Company” is rendering service, as well as its agents and/or representatives.
3. In tendering the shipment for carriage, the “Customer” warrants that the shipment is packaged adequately to protect the enclosed goods and to insure safe transportation with ordinary care and handling and that each package is appropriately labeled and in good order (except as noted) for carriage as specified.
4. “Company” reserves the right to open and inspect all shipments. However, “Company” is not obligated to perform such inspection.
5. “Company” shall not be liable for loss, damage, delay, mis-delivery or non-delivery not caused by its own negligence or any loss, damage, delay, mis-delivery or non-delivery caused by the act, default or omission of the shipper, consignee, or any other party who claims interest in the shipment, the nature of the shipment or any defect, characteristic or inherent vice thereof; violation by the shipper or consignee of any of the Terms and Conditions of Contract contained in this waybill, including, but not limited to improper or 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.
6. “Company” shall not be liable in any event for special, incidental or consequential damages, including but not limited to loss of profits or income whether or not “Company” had prior knowledge such damages may be incurred.

7. "Company" shall not be liable for loss, damage, delay or other results caused by acts of God, perils of the air, public enemies, public authorities acting with actual or apparent authority of law, acts or omissions of customs or quarantine officials, riots, strikes, or other local disputes, civil commotions, hazards incident to a state of war, weather conditions or mechanical delay or acts or omissions of any person other than "Company" including compliance with delivery instructions from the shipper or consignee. "Company" shall not be liable for the loss of articles loaded and sealed in packages by the shipper provided the seal is unbroken at the time of delivery and the package retains its basic integrity.

8) Declared value and limitation of liability: The "Customer" and all other parties having an interest in the shipment agree that the liability of "Company" is limited to the sum of \$50.00 or \$0.50 per pound multiplied by the weight of the entire shipment, whichever is greater, unless a higher value is declared for carriage and an additional fee paid at the rate of \$0.65 per \$100.00 value. Liability of "Company" shall in no event exceed the average declared value per pound or piece of the shipment plus applicable transportation charges or the amount of loss or actual damage, whichever is lower.

9) The "Customer", shipper and the consignee shall be jointly and severally liable for all unpaid charges payable as a result of a shipment pursuant to these Terms and Conditions of Contract. In any action to recover from "Customer", shipper or consignee related to the shipment, the related parties are liable for "Company" attorney's fees and costs and interest on the freight charges accruing at the rate of 1 ½% per month. The parties further agree that any litigation pertaining to said fees or to the shipment in any way shall be governed by the laws of the State of California, venue Sacramento County. The "Company" reserves the right to report any delinquent account to credit reporting agencies.

10) The "Customer", shipper and the consignee agree to pay or indemnify "Company" for all claims, fines, penalties, damages, costs or other sums which may be incurred by "Company" as a result of any violation of the Terms and Conditions of Contract or any other default by the "Customer", shipper or consignee.

11) The "Company" shall have a lien on any shipment, or subsequent shipment, where there are unpaid sums due and payable to the "Company". After "Customer" is notified of such lien, "Customer" has thirty (30) days to make payment of unpaid sums. If payment for shipment is not received within thirty (30) days of lien notification, the "Company" is empowered by the "Customer" to sell such goods so held by reasonable commercial means and to apply the proceeds to the unpaid shipping charges.

12) Claims: Written notice of loss due to damage, shortage or delay must be reported by the "Customer" within 180 days after the delivery of the shipment. Written notice of loss due to non-delivery must be reported by the "Customer" within 180 days after acceptance of the shipment for carriage. Written notification will be considered to have been made if the "Customer" calls and notifies the MyLogisticsDept.com Customer Service Department at 800-828-8438 and as soon as practicable thereafter files a written notification. No claim for damage or loss will be entertained until all transportation charges have been paid. The amount of

a claim may not be deducted from the transportation charges. Receipt of the shipment by the consignee without written notification of damage on the delivery receipt shall be prima-facie evidence that the shipment was delivered in good condition, except that in the case of claims for concealed damage which is not discovered at the time of delivery. The "Customer" shall notify "Company" in writing as promptly as possible after the discovery of concealed damage no later than 14 days from the date of delivery. The "Customer" must make the original shipping cartons and packing materials available for inspection by "Company". Claims for overcharges and refunds must be made in writing to "Company" within twelve (12) months of the billing date. All claims must be filed by the "Customer".

13) These Terms and Conditions of Contract herein may only be modified, altered or amended in writing and must be signed by both "Customer" and "Company". Any attempt to unilaterally modify, alter or amend same shall be invalid.

14) Severability: In the event any paragraphs(s) and/or portion(s) hereof is found to be invalid and/or unenforceable, the remainder hereof shall remain in full force and effect.

15) These Terms and Conditions of Contract and the relationship of the parties having interest to any shipment shall be construed according to the laws of the State of California with venue Sacramento County, without giving consideration to principals of conflict of law.