

DOVE LOGISTICS & TRANSPORTATION, LLC
TERMS AND CONDITIONS OF CONTRACT

1. In tendering the shipment described herein for carriage, Shipper agrees to these Terms & Conditions of Contract. No agent or employee of the parties may alter this agreement. This air bill is non negotiable and has been prepared by Shipper or on Shipper's behalf by Dove Logistics & Transportation, LLC.
2. It is mutually agreed that the shipment described herein is accepted on the date stated in apparent good order except as noted (content and condition of contents of packages unknown) for carriage as specified. This shipment is subject to Dove Logistics & Transportation, LLC's governing classifications and tariffs in effect as of the date of shipment. Said classifications and tariffs are available for inspection by the parties and are hereby incorporated into and made part of this contract. Tariffs will not apply when individual shipment quotations are provided to Shipper by Dove Logistics & Transportation, LLC.
3. Unless Shipper states an agreed value and agrees to pay the additional "Declared Value Fee", Dove Logistics & Transportation, LLC's liability for lost or damaged cargo on domestic shipments is limited to \$0.50 per pound, as indicated on the air bill, or \$50.00, whichever is greater. Shipper's declared value may not exceed the Shipper's actual cost of the cargo.
4. Dove Logistics & Transportation, LLC's liability on international shipments is limited to \$50.00 USD or \$9.07 USD per pound, whichever is greater, unless a higher value is declared herein and all applicable charges paid for the high value declaration. Shipper's declared value may not exceed the Shipper's actual cost of the cargo.
5. Shipper must enter the amount of any shipper's C.O.D. that shall be collected subject to the fee and rules of the delivering carrier.
6. Unless Shipper inserts specific routing, and agrees to pay any additional costs associated with the specific routing, Dove Logistics & Transportation, LLC may choose routing at its discretion.
7. Shipper shall provide Dove Logistics & Transportation, LLC with advance written notice of the proposed shipment of any hazardous material, as that term is used in the Hazardous Materials Transportation Act, 49 U.S.C. §5101, *et seq.*, as amended ("Hazardous Material"), together with a copy of the Material Safety Data Sheet for that Hazardous Material. Shipper agrees to indemnify, hold harmless, and defend Dove Logistics & Transportation, LLC for all claims arising from the shipment of hazardous material.
8. The delivering carrier will make delivery to the consignee at a point where delivery service is available at applicable tariff charges unless instructions to deliver at city terminal or airport terminal are specified by Shipper under the Extra Special Instructions Section (8).
9. If Dimensional Weight applies under tariff rule, show dimensions in inches on waybill Thus: Length x Width x Depth = Cubic Inches.
10. Shipment may be diverted to motor or other carriers as per tariff rule unless Shipper gives other instructions in this air bill.
11. Dove Logistics & Transportation, LLC shall not be responsible for any consequential damages resulting from loss, damage, or delay of shipment.
12. By signing this air bill, Shipper agrees to be responsible for all freight charges if Dove Logistics & Transportation, LLC is unable to collect from the consignee or designated third-party within 45 days of delivery.
13. Claims for obvious loss or damaged shipments must be made within 24 hours of delivery. Claims for concealed damages must be made within 72 hours of delivery. For all claims, consignee must retain original shipping cartons and contents and make them available for inspection. Claims for overages must be presented to Dove Logistics & Transportation, LLC within 60 days of the shipping date.
14. The filing of a claim does not relieve the responsible party for payment of freight charges. Freight payment is necessary in order for Dove Logistics & Transportation, LLC to process a claim. All freight cargo claims should be submitted immediately to Dove Logistics & Transportation, LLC to help ensure timely resolution. Please contact Dove Logistics & Transportation, LLC with any questions on carrier insurance and carrier liability.
15. If elected, insurance coverage will be assessed at \$0.50 per \$100.00 of value. Insured value shall not to exceed the shipper's actual cost of the goods. Shipments (insured or uninsured) must be packed to withstand the normal hazards of transportation. Insurance coverage is not available on glass, furs, gold, works of art, or personal effects. Cargo liability insurance is not automatically provided. Shipper may obtain insurance coverage by agreeing to pay an additional charge assessed at \$0.50 per \$100.00 of value and completing the Declaration for Carriage Form.
16. International air carriage (as defined in Dove Logistics & Transportation, LLC's tariff) is subject to the rules relating to liability established by the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Warsaw, October 12 1929.
17. This contract constitutes the entire agreement between the parties with respect to the shipment. This contract supersedes any prior written or oral agreements or understandings between the parties with respect to the subject matter hereof.
18. The parties agree that all claims and controversies arising from or related to this agreement or the breach thereof shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association and any judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The prevailing party may be awarded its attorneys' fees and costs of arbitration. Arbitration shall take place in Dallas, Texas. Each party agrees that this dispute shall be mediated by a mediator agreed to by the parties in Dallas, Texas no later than ninety days after the initiation of an arbitration proceeding. The costs of mediation shall be borne equally by each party.
19. This agreement will be governed by and construed in accordance with the laws of the State of Texas unless otherwise preempted by federal law (e.g, the Carmack Amendment and the Uniform Bill of Lading Act).
20. Neither party will be liable to the other for failing to perform or discharge any obligation under this agreement where caused by acts of God, labor disorders, fire, closing of the public highways, governmental interference, war, riot, act of terrorism, and other disasters beyond the affected party's control. In such case, both parties will make every commercially reasonable effort to remedy or cure such event as soon as practically possible.
21. Nothing in this agreement shall be read or interpreted to create any relationship of any kind or character, contractual or otherwise, between any persons or entities other than Dove Logistics & Transportation, LLC and Shipper.