

SHIPPER'S LETTER OF INSTRUCTION / AIR WAYBILL

AIR FREIGHT SERVICES



Thank you for shipping via UPS Supply Chain Solutions, Inc.

1. U.S. PRINCIPAL PARTY IN INTEREST (USPPI) (Complete name and address)						SHIPPER'S ACCOUNT #		CONSIGNEE'S ACCOUNT #		GATEWAY		DESTINATION	
2. USPPI EIN (IRS) OR ID NO.						DATE OF EXPORTATION		ORIGIN		SHIPMENT #			
3. ULTIMATE CONSIGNEE (Complete name and address)						On receipt of the shipment described below, UPS Supply Chain Solutions, Inc. (UPS) and its agents are requested and authorized to act as agent for the shipper, prepare and issue carrier's air waybill, sign such air waybill in the name of the undersigned, consign such shipment for carriage to destination or for onward carriage and delivery by any other transportation organization in accordance with the terms and conditions contained in carrier's air waybill, tariffs, rules and regulations, and the UPS Terms and Conditions of Contract, including provisions thereof limiting liability to the shipper's "declared value for carriage," and to prepare and execute in shipper's name any documents required for export.							
CONSIGNEE CONTACT													
TELEPHONE						FORM OF PAYMENT (If no Form of Payment is indicated, shipper shall be liable for charges.)							
4. INTERMEDIATE CONSIGNEE (Complete name and address)						<input type="checkbox"/> PREPAID <input type="checkbox"/> COLLECT <input type="checkbox"/> GBL* <input type="checkbox"/> FREE DOMICILE							
						<input type="checkbox"/> CHECK ON PICK UP <input type="checkbox"/> BILL TO THIRD PARTY *Refer to GBL # below <input type="checkbox"/> DAP* <input type="checkbox"/> DDP PAYING FOR *Formerly DDU							
5. FORWARDING AGENT UPS SUPPLY CHAIN SOLUTIONS, INC. 12380 MORRIS ROAD, ALPHARETTA, GA 30005 ID No. 94-308351500						RECEIVED BY (Initials) <input type="checkbox"/> SHIPPER <input type="checkbox"/> CONSIGNEE							
						\$ <input type="checkbox"/> THIRD PARTY							
6. USPPI REFERENCE NO.						7. ULTIMATE CONSIGNEE TYPE <input type="checkbox"/> Government Entity <input type="checkbox"/> Direct Consumer (Choose only one box at right) <input type="checkbox"/> Reseller <input type="checkbox"/> Other/Unknown							
						8. ROUTED EXPORT TRANSACTION <input type="checkbox"/> YES <input type="checkbox"/> NO							
CHECK SERVICES <input type="checkbox"/> PUERTO RICO (Next Day) <input type="checkbox"/> UPS Air Freight Premium Direct <input type="checkbox"/> UPS Air Freight Direct <input type="checkbox"/> UPS Air Freight Consolidated <input type="checkbox"/> UPS Expedited Air Freight (US-MX-CA) <input type="checkbox"/> UPS Expedited Ground Freight (US-MX-CA)						9. POINT (STATE) OF ORIGIN OR FTZ NO.							
						10. PARTIES TO TRANSACTION <input type="checkbox"/> Related <input type="checkbox"/> Non-related							
CHECK OPTIONS <input type="checkbox"/> Door-to-Door Day <input type="checkbox"/> Door-to-Airport <input type="checkbox"/> Airport-to-Airport <input type="checkbox"/> Customs Clearance (Guaranteed for US-MX applies) <input type="checkbox"/> Delivery						11. COUNTRY OF ULTIMATE DESTINATION							
						12. HAZARDOUS MATERIALS <input type="checkbox"/> YES <input type="checkbox"/> NO							
SHIPPER REQUESTS INSURANCE <input type="checkbox"/> Yes - Enter Amount \$ <input type="checkbox"/> No DECLARED VALUE FOR CARRIAGE \$						13. COUNTRY OF ORIGIN (MANUFACTURE)							
						IF YES, U.S. LAW REQUIRES THE SHIPPER TO PREPARE AND SIGN THE DANGEROUS GOODS DECLARATION							
PCS. 16. Domestic or Foreign (D/F) 17. Schedule B / HTSUS Number and Description (For Vehicles: VIN/ Year, Make, Model and Vehicle Title Number is required) 18. Quantity in Schedule B / HTSUS Unit(s) and/or DDTC Qty & UOM 19. DDTC Insert a "Y" if item is SME 20. DDTC license line # (if applicable)						14. IN-BOND TYPE							
						15. ENTRY #							
						THIRD-PARTY ACCOUNT #							
						21. DDTC Eligible Party Certification (if applicable)							
						22. Shipping Weight (KGs)							
						23. ECCN / EAR99 (Mandatory) or USML Category (if applicable)							
						24. Export License #, Lic. Exception Symbol, or DDTC Exempt #							
						25. Value at the port of Export (USD)							
						26. License Value (USD) (if applicable)							
27. DDTC Registration Number (if applicable)						28. DDTC ACM # (if applicable)							
29. <input type="checkbox"/> Check here if there are any remaining non-licensable Schedule B / HTS Numbers that are each valued below \$2,501.													
30. <input type="checkbox"/> Check here if the USPPI authorizes the above named forwarder to act as Forwarding Agent for export control Census reporting, Customs purposes and to prepare and submit the Electronic Export Information into the Automated Export System.													
31. I certify that the statements made and all information contained herein are true and correct. I understand that civil and criminal penalties, including forfeiture and sale, may be imposed for making false and fraudulent statements herein, failing to provide the requested information or for violation of U.S. laws on exportation (13 U.S.C. Sec. 305; 22 U.S.C. Sec. 401, 18 U.S.C. Sec 1001, 50 U.S.C. app. 2410).													
32. USPPI E-mail address						33. USPPI Telephone No. (include area code)							
34. Duly authorized officer or employee (printed name)						Confidential — For use solely for official purposes authorized by the Secretary of Commerce (13 U.S.C. 301 (g)).							
35. Signature						<i>Export shipments are subject to inspection by U.S. Customs Service and/or Office of Export Enforcement.</i>							
36. Title						<input type="checkbox"/> I have read and agree to the Terms & Conditions.							
37. Date													
<i>This shipment is subject to the UPS Air Freight Terms and Conditions of Contract, the parties of which are incorporated by reference, and any Agreement between the parties in effect on the day of shipment.</i>													
UPS SUPPLY CHAIN SOLUTIONS, INC. 12380 MORRIS ROAD, ALPHARETTA, GA 30005													
SHIPPER'S SPECIAL INSTRUCTIONS													
Enter your AES Internal Transaction Number (ITN) if EEI data was electronically filed by you:													
GOODS RECEIVED IN APPARENT GOOD ORDER AT: <input type="checkbox"/> Shipper's Door <input type="checkbox"/> Service Center <input type="checkbox"/> Carrier Advance <input type="checkbox"/> Residence <input type="checkbox"/> Convention													
TIME		DATE		# OF SHIPMENTS		ROUTE #		EMPLOYEE ID #					

Note: Delivery and charges for all services depend on time of pickup and origin/destination — to be sure of rates and service, call our local office or consult the Service Guide.

TERMS AND CONDITIONS (THE “TERMS”)

1. In tendering this shipment, the Shipper and Consignee agree to these TERMS which no agent or employee of the parties may alter. This Air Waybill is NON NEGOTIABLE and has been prepared by Shipper, or if by us or another on Shipper's behalf, it shall be deemed conclusively to have been prepared by the Shipper. The Shipper agrees that this shipment is subject to the TERMS stated herein and those TERMS AND CONDITIONS OF CONTRACT in effect on the date of shipment, which are incorporated herein by reference, and made a part of this contract. The TERMS AND CONDITIONS OF CONTRACT shall control in the event of a conflict with these TERMS or any other documents. The TERMS AND CONDITIONS OF CONTRACT are available at our website at www.ups-scs.com, at all our offices or by writing to UPS Supply Chain Solutions, Inc., 12380 Morris Rd., Alpharetta, GA 30005. All TERMS, including but not limited to, all the limitations of liability, shall apply to our agents and their contracting carriers. As used herein, the words “our,” “we,” and “us” shall refer to UPS Supply Chain Solutions, Inc.

You are responsible for and warrant your compliance with all applicable laws, rules and regulations including but not limited to customs laws, import and export laws and government regulations of any country to, from, through or over which your shipment may be carried. You agree to furnish such information and complete and attach to this Air Waybill such documents as are necessary to comply with such laws, rules and regulations. We assume no liability to you or any other person for any loss or expense due to your failure to comply with this provision.

If you do not complete all the documents required for carriage, or if the documents you submit are not appropriate for the services or destination requested, you hereby instruct us, where permitted by law, to complete, correct or replace the documents for you at your expense. However, we are not obligated to do so. If a substitute form of air waybill is needed or used to complete delivery of your shipment and we complete that document, the terms of this Air Waybill will govern. We are not liable to you or any other person for our actions on your behalf under this provision.

2. OUR LIABILITY FOR DAMAGES ON DOMESTIC SHIPMENTS, INCLUDING BUT NOT LIMITED TO THOSE DAMAGES ARISING FROM OR RELATED TO MISDELIVERY, INCOMPLETE OR OTHERWISE INADEQUATE DELIVERY (INCLUDING BUT NOT LIMITED TO FAILURE TO FOLLOW SHIPPER OR CONSIGNEE INSTRUCTIONS OR FAILURE TO COLLECT OR PROPERLY DELIVER A PAYMENT INSTRUMENT), NONDELIVERY, MISSED PICKUP, AND LOSS OF OR DAMAGE TO CARGO, SHALL BE LIMITED TO THE HIGHER OF \$50.00 (USD) PER SHIPMENT OR \$.50 (USD) PER POUND (\$1.10 (USD) PER KILOGRAM) OF CARGO ADVERSELY AFFECTED THEREBY, PLUS TRANSPORTATION CHARGES APPLICABLE TO THAT PART OF THE SHIPMENT ADVERSELY AFFECTED THEREBY, UNLESS AT TIME OF SHIPMENT THE SHIPPER MAKES A DECLARATION OF VALUE FOR CARRIAGE IN THE SPACE DESIGNATED ON THE AIR WAYBILL AND PAYS THE APPROPRIATE VALUATION CHARGE. IN NO EVENT SHALL OUR LIABILITY EXCEED THE DECLARED VALUE OF THE SHIPMENT OR THE AMOUNT OF LOSS OR DAMAGE ACTUALLY SUSTAINED, WHICHEVER IS LOWER.

IF THE CARRIAGE OF YOUR SHIPMENT IS SOLELY OR PARTLY BY AIR AND INVOLVES AN ULTIMATE DESTINATION OR A STOP IN A COUNTRY OTHER THAN THE COUNTRY OF DEPARTURE, OUR LIABILITY FOR CARGO LOST OR DAMAGED SHALL BE LIMITED TO \$9.07 (USD) PER POUND (\$20.00 (USD) PER KILOGRAM) FOR CARRIAGE SUBJECT TO THE UNAMENDED WARSAW CONVENTION OR THE WARSAW CONVENTION AS AMENDED BY THE HAGUE PROTOCOL OF 1955, 17 SPECIAL DRAWING RIGHTS PER KILOGRAM FOR CARRIAGE SUBJECT TO THE WARSAW CONVENTION AS AMENDED BY THE MONTREAL PROTOCOL NO. 4 OF 1975, OR \$9.07 (USD) PER POUND (\$20.00 (USD) PER KILOGRAM) FOR CARRIAGE WHERE THE WARSAW CONVENTION, INCLUDING ITS AMENDMENTS, DOES NOT APPLY FOR ANY REASON, UNLESS A HIGHER DECLARED VALUE IS REQUESTED, AND THE FEES SET FORTH IN THE SERVICE GUIDE FOR SUCH HIGHER DECLARED VALUE ARE PAID. FOR INTERNATIONAL SHIPMENTS THIS AIR WAYBILL SHALL BE DEEMED AN AIR WAYBILL WITHIN THE MEANING OF THE WARSAW CONVENTION.

Maximum Declared Values apply for certain types of shipments. See Section XVI of the Terms and Conditions available at www.ups-scs.com for details. Any Declared Value in excess of the maximums allowed is null and void, and the acceptance by us of any shipment with a Declared Value in excess of the allowed maximums does not constitute a waiver of these maximums. The limitations of liability herein reflect agreed upon risk allocation and service pricing considerations between UPS Supply Chain Solutions and the Shipper and Consignee. We make no warranties, express or implied, and expressly disclaim any and all warranties. We will not be liable for misdelivery, incomplete or otherwise inadequate delivery (including but not limited to failure to follow Shipper or Consignee instructions or failure to collect or properly deliver a payment instrument), non-delivery, missed pickup, loss or damage unless caused by our sole negligence, except for our failure to deliver in accordance with the Guaranteed Service section of Contract, we will not be liable for any damages arising from delay.

We are not liable for any misdelivery, incomplete or otherwise inadequate delivery (including but not limited to failure to follow Shipper or Consignee instructions or failure to collect or properly deliver a payment instrument), non-delivery, missed pickup, delay on international shipments, loss or damage caused, in whole or in part, by the act, default or omission of the Shipper, Consignee, or other party who claims interest in the shipment, compliance with laws, governmental regulations, orders or requirements, compliance with delivery instructions from the Shipper or Consignee, the nature of the shipment or any defect thereof, violation by the Shipper or Consignee or any of the TERMS contained in the Air Waybill or

in the TERMS AND CONDITIONS OF CONTRACT 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, acts of God, perils of the air, public enemies, public authorities acting with actual or apparent authority, acts or omissions of Customs or quarantine officials, authority of law, civil commotions or hazards incident to a state of war, riots, strikes, work stoppages or slowdowns, or other labor disputes or disturbances, national or local disruptions in air or ground transportation networks due to events beyond our control, disruption or failure of communication and information systems, disruption or failure of utilities, weather conditions, security related requirements, other circumstances beyond our control, and, for all shipments other than domestic Guaranteed Service shipments, mechanical delay of aircraft or other equipment failures.

EXCEPT FOR ELIGIBLE GUARANTEED SERVICE (SEE SERVICE GUIDE) SHIPMENTS, WE DO NOT GUARANTEE DELIVERY BY A SPECIFIC TIME OR DATE, AND WE SHALL NOT BE LIABLE FOR DELAY OR ANY OTHER FAILURE TO MEET AN AGREED-UPON DELIVERY DEADLINE. THERE ARE NO STOPPING PLACES WHICH ARE AGREED AT THE TIME OF TENDER OF A SHIPMENT, AND WE RESERVE THE RIGHT TO ROUTE THE SHIPMENT IN ANY WAY, MANNER OR MODE WE DEEM APPROPRIATE.

IN NO EVENT SHALL WE BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR INCOME, WHETHER OR NOT WE HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.

3. Shipper, Consignee, or any other party claiming an interest in the shipment must notify us immediately upon delivery or, in the case of loss or damage which could not have been noted at the time of delivery, within fourteen (14) days of delivery, of any loss or damage to the shipment. Receipt of the shipment by the Consignee or the Consignee's agent without written notice on the delivery receipt and/or delivery manifest will be prima facie evidence that the shipment was delivered in good condition. No claim will be processed by us until all transportation charges have been paid. The amount of the claim may not be deducted from the transportation charges.
4. Notice of loss or damage must be reported to us at 1-888-248-6000 for shipments moving within the United States or to the UPS Supply Chain Solutions service center of destination for International shipments. The shipment, its container(s), and packing material must be made available to us for inspection at the delivery location. All shipments are subject to opening for inspection by us; however, we are not obligated to perform such inspection.
5. All claims for loss or damage must be made in writing to us within one hundred and twenty (120) days after the date of acceptance of the shipment by us. All claims for service failure must be made within thirty (30) calendar days from the date of shipment and our sole liability for such claims arising from Guaranteed Service shipments shall be limited to the transportation charges as provided in the Guaranteed Service section of the TERMS AND CONDITIONS OF CONTRACT. All claims for overcharge must be made in writing to us within sixty (60) days after the date of shipment.
6. For information about filing a claim, please contact 1-888-248-6000 or your local UPS Supply Chain Solutions office if not in the United States or Canada. We shall have no liability for any claim for which notice and documentation is not filed within the time limits set forth herein and in the TERMS AND CONDITIONS OF CONTRACT.
7. All claims are subject to proof of value, limitations of liability, and further requirements and restrictions contained in the Claims Procedure section of the TERMS AND CONDITIONS OF CONTRACT.
8. Shipper must apply and qualify for a credit account with UPS Supply Chain Solutions. If UPS Supply Chain Solutions approves Shipper's application and a credit account is established for Shipper, then shipper shall make payments in accordance with UPS Supply Chain Solutions' credit Terms and Conditions, the effective and current version of which is available at www.ups-scs.com. Unless and until UPS Supply Chain Solutions notifies Shipper that it has approved Shipper's application for and established a credit account for Shipper, or if any such credit account is terminated, or unless UPS Supply Chain Solutions otherwise agrees in writing, all charges due on imported goods either (i) directly to U.S. Customs, through a check to U.S. Customs or U.S. Customs' Automated Clearinghouse (ACH), in accordance with applicable U.S. Customers requirements and regulations, or (ii) to UPS Supply Chain Solutions. Payment of any required duties, fees, taxes, interest and other charges due on imported goods must be received within ten (10) days of the commencement of the entry process. Shipper shall be liable for any penalties, fines, or any other damages that may arise as a result of Shipper's failure to make timely payment. In the event that Shipper fails to make any payment when due, all amounts owed shall immediately become due and payable. Any payment which is past due shall be subject to an additional charge at the rate of 1.5% per month of the outstanding balance due, or the highest rate of interest permitted by applicable law, whichever is less. The Shipper and Consignee shall be liable, jointly and severally, for all unpaid charges payable on account of a shipment, including transportation charges, and all duties, customs assessments, governmental penalties and fines, taxes, and our attorney fees and legal costs, related to the shipment, and we shall have a lien on the shipment for all sums due us.