

ULS EXPRESS: BILL OF LADING TERMS AND CONDITIONS

Shipment Documents: All shipments tendered on shipping orders, memorandums, delivery orders or receipts, Brokers notice of arrival, electronic data interchange or any other written or electronic medium, whether received in original form or by facsimile, shall be considered as a Bill of Lading, subject to the rules and regulations of the Uniform Straight Bill of Lading as published in the National Motor Freight Classification ICC NMFC 100 Series.

Limitations of Liability: All shipments are handled subject to these Terms and Conditions, in periodic Schedules and Circulars issued by the carrier or in individual transportation contracts, signed by an officer of the carrier. The carrier (ULS Express or its agents) shall not be liable for any loss or damage thereto or delays caused by the Act of God, the public enemy, the authority of law, or the act or default of the shipper, consignee or owner or for natural shrinkage, or for country damage to cotton, or for the failure of temperature controlled or refrigerated equipment, or from riots or strikes or acts of civil disobedience or labor disturbances. The carrier does not provide equipment for the transportation of refrigerated or perishable commodities and the carrier assumes no responsibilities or liabilities, for any such equipment of others utilized, including maintenance. Except in cases of carrier's negligence, the carrier or party in possession of all, or any of the property herein described, shall not be liable for delay or damages caused by highway obstruction, faulty or impassable highways, or lack of capacity of any highway, bridge or ferry, or for inadequate turning or parking areas for power units with trailers or containers at shipper's or consignee's facilities, and the burden to prove freedom from such negligence shall be on the carrier or the party in possession. Impractical Operations decisions impacting the safe pick up or delivery will be based upon the sole judgment of the power unit operator or driver. The carrier's liability shall be that of warehouseman only, for loss, damage or delay caused by fire, vandalism, vehicular collision or mysterious disappearances occurring after the expiration of free time, if any allowed, or after notification of the arrival of the merchandise at destination has been duly sent or given. Property not removed by the party entitled to receive it within the free time, if any, allotted, after notice of the arrival of the property at destination, may be kept by the carrier in vessel, vehicle, container, trailer, depot, car, warehouse or place of business of the carrier, subject to prevailing warehouse charges, and to carrier's responsibility as warehouseman, only.

Released Value: Unless otherwise specifically provided in individual transportation contracts, signed by an officer of the carrier prior to shipment, the party engaging carrier accepts that all shipments are received with an agreed limitation of liability, under all circumstances, (except as otherwise provided) for ULS Express, or the party in possession of the property, for a maximum value of \$100,000 per shipment. The party engaging carrier agrees to a released value of the cargo tendered equal to its actual cost, not to exceed \$100,000 per shipment. Shipments with a declared value in excess of \$100,000 will be accepted subject to an additional charge of 50 cents per \$100.00 of declared value in excess of \$100,000, in addition to all other applicable charges. The party tendering the cargo to the carrier is deemed to have agreed to the release value set forth herein, for itself and for all other parties under which the transportation service is undertaken.

Indemnification - Resolution of Disputes: The party tendering the cargo agrees to indemnify the carrier and hold the carrier harmless for any claims for cargo loss or damages, delays or lost sales, equipment repairs, per diem, detention or other tortious actions brought on by any other party claiming a beneficial interest in the cargo tendered, or relating to the transportation equipment or terminal facilities utilized, and the cost of any claims, suits, actions or causes of action, including reasonable attorney's fees incurred by the carrier, in its defense or in exercising such exclusion of liability or litigating any actions by any other parties connected with the shipment, equipment or terminal facilities utilized. All transactions covered by these Terms and Conditions, and/or other contracts with ULS Express, shall be governed by the laws of the State of California and all disputes will be resolved by either law suit or binding arbitration in Long Beach, California. In the event of any suit, action, claim or proceeding arising under this contract commenced by any party hereto in any court of competent jurisdiction, or any arbitration proceeding, the prevailing party shall be entitled to receive from the other party, in addition to any other relief granted, reasonable attorney's fees and court costs incurred. In the event of any collections endeavors for any charges pertaining to this shipment, all costs incurred by the carrier, including but not limited to collections agents, court costs and reasonable attorney's fees, will be paid to the carrier by the party engaging the carrier's services.

Filing of Claims - Equipment Charges: Claims for any transportation services performed by the carrier must be presented in writing by the party engaging the carrier within a reasonable time, and in no event longer than 60 days after the date of delivery of the cargo or carrier's attempt to do so. Any neutral "pool" chassis leasing charges and/or equipment per diem charges, or equipment repair bills assessed by ocean or rail carriers (or their terminal operators), beyond the reasonable control of the carrier, will be for the account of the party engaging the carrier.

Store Door Delivery: Shipments moving on through intermodal Bills of Lading issued by maritime carriers or other third parties, commonly known as Store Door Delivery, may only have a portion of the actual charges incurred covered by the through intermodal rates offered by such carriers or intermediaries. The shipper or consignee or other party requiring the transportation services of ULS Express will be responsible for all charges incurred on the Store Door movements that have not been compensated to ULS Express by the maritime carriers or other through Bill of Lading intermediaries involved. Such uncompensated Store Door charges that shippers or consignees will be responsible for may include (but are not limited to) trucking rate differentials, waiting time, driver unloading or loading, stop off charges, chassis returns, yard storage, trip permits, placard removal or other ancillary charges.

Notice to Customers: The party engaging the carrier (or the "shipper" "consignee" "broker" "Intermodal Marketing Company" or "Forwarder") is advised that you are receiving a use controlled container or trailer with limited "free time." You must accept delivery within 48 hours and release back to the carrier within 48 hours if you are to avoid additional charges. Where trucking companies are required to incur liability for rail and steamship charges on your behalf, the carrier is permitted to recover these charges from you pursuant to California Civil Code Sec. 2197. You may request carrier's dispatch operations to have the driver stay with the load and will have to pay for any time in excess of the allotted amount. If you request that our driver unload, you have

no free time and will be billed for the driver's services from the time of arrival until departure. Signature of your company representative on this receipt verifies: the time and date of the trailer/container receipt; its good condition and seal intact; driver's time of arrival and departure and acknowledges liability for all trucking and associated charges and your responsibility to protect the trailer/container from loss or damage and to return it to us upon demand, reasonable wear and tear excepted. Failure to pay billed charges will result in a lien on shipments including the costs of storage and appropriate security pursuant to California Civil Code Sec.3051.5.

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