

CONDITIONS OF CARRIAGE

By tendering a Shipment to World Courier for Carriage, Shipper agrees on behalf of all Shipping Parties that (a) these Conditions govern World Courier's Carriage of the Shipment, (b) World Courier is not a common carrier, and (c) these Conditions impose no obligation on World Courier to accept tender of any item for Carriage. Capitalized words used in these Conditions that are not defined in the body of these Conditions have the meaning given to them in the attached Exhibit incorporated herein.

1. Shipper's Warranties & Covenants

1.1 Shipper represents and warrants that:

(a) Shipper is the owner (or authorized agent of the owner) of the Shipment and is authorized to tender the Shipment for Carriage and execute the Waybill;

(b) all information on the Waybill is accurate, complete and current, and the "Declared Value for Carriage" listed on the Waybill, if any, does not exceed the value of Shipper's actual interest in the Shipment upon delivery at the designated destination;

(c) the Shipment is prepared, packed, labelled and marked properly and sufficiently for Carriage and in accordance with Applicable Law, Shipper has obtained all applicable Licences required for the Carriage and these Licences will be effective for the Carriage's duration;

(d) none of the Shipping Parties is a Prohibited Person or is owned or controlled by, or is acting on behalf of, a Prohibited Person;

(e) no member of the Courier Organisation will be subject to any sanction, penalty or claim of any type due to the Carriage of, or other transaction involving, the Shipment, including a claim for infringement of third party intellectual property rights; and

(f) the Shipment does not include:

(i) weapons, ammunition, explosives or items likely to harbour or encourage vermin or pest;

(ii) a Restricted Item the possession or Carriage of which per the Waybill violates Applicable Law or any other item prohibited for Carriage by Applicable Law or a Relevant Authority; or

(iii) currency, bullion, negotiable cash equivalents or securities.

1.2 For each Shipment, Shipper agrees to:

(a) indicate on the Waybill if the Shipment's contents are fragile, prone to damage during Carriage or need special handling for safe Carriage;

(b) prior to tender, notify World Courier of any temperature control requirements for the Shipment, including its contents and required temperature range;

(c) prior to tender, notify in writing World Courier of the exact nature of any Dangerous Goods in the Shipment and, if tender is accepted, comply with Applicable Law and all World Courier requirements relating to their Carriage;

(d) promptly provide in writing all information necessary for World Courier to perform the Carriage, including information about the Dangerous Goods as required by Applicable Law;

(e) comply with Applicable Law and all requirements of any Relevant Authority relating to the Shipment, including Licence requirements; and

(f) ensure the consignee's proper completion of all import documentation.

1.3 Upon Shipper's breach of any representation, warranty or covenant herein, World Courier may terminate Carriage. At such time, World Courier's responsibility for Carriage and the Shipment ceases in full and World Courier may place the Shipment at any location it selects for retrieval by Shipper at Shipper's sole expense. Thereafter, World Courier will (a) give Shipper written notice of any action taken under this clause, and (b) be entitled on demand to the full Charges in respect of such Shipment, together with additional compensation for all costs resulting from such breach and World Courier's actions under this clause.

2. Carriage & Delivery

2.1 World Courier reserves the right to select the means and route of transport (with stopovers) for the Shipment and may consolidate any Shipment with others. Final Charges will be based on actual means and routes selected by World Courier for Carriage. Carriage of any Shipment by rail, sea or inland waterway is (a) arranged by World Courier as agent for Shipper and without liability of any type to World Courier, and (b) subject to the conditions of carriage of the rail, shipping or inland waterway carrier contracted to carry the Shipment.

2.2 World Courier may subcontract any part of the Carriage to any member of the Courier Organisation on any terms whatsoever as determined solely by World Courier, provided World Courier remains liable for such performance. Shipper will make no claim of any type, whether based in contract, tort, bailment or any other legal theory, against any member of the Courier Organisation other than World Courier in respect of the Shipment and/or Carriage. Without prejudice to the foregoing, all defences, exemptions, immunities, limitations and rights of World Courier hereunder apply to the entire Courier Organisation and each member thereof has the right to enforce them as if such provisions were expressly for its benefit, and in entering into the Waybill, World Courier, to the extent of these provisions, is acting for itself and as agent and trustee for such persons.

2.3 If delivery to the consignee at the address provided on the Waybill cannot be made for any reason beyond World Courier's control (including due to the consignee's refusal or a Force Majeure Event): (a) World Courier will return the Shipment to the place of tender or other location selected by World Courier, acting reasonably, and notify Shipper; (b) Shipper will pay on demand all costs and expenses, including storage charges, arising therefrom; and (c) World Courier has no liability on account thereof.

2.4 Any member of the Courier Organisation is permitted to open and inspect (including through x-ray)

a Shipment's contents, including any electronic data or information therein. World Courier is not responsible or liable in any manner as a result of such inspection, including due to any delay or damage resulting therefrom. Promptly upon request, Shipper will provide any password required to access such electronic data or information.

2.5 If Shipper has not appointed a broker for customs clearance, Shipper (a) appoints World Courier, other members of the Courier Organisation and third party brokers selected by them on behalf of Shipper to act as Shipper's agent (and not as principal) in this capacity in all respects, and (b) will promptly provide all information and execute all documents necessary to confirm the appointment and comply with Applicable Law.

2.6 World Courier retains exclusive ownership of all packaging containers (inclusive of gel packs and temperature loggers) rented or leased to Shipper. Shipper is solely responsible for all loss or damage (normal wear and tear excluded) to such containers and is responsible for their prompt return to World Courier following delivery.

2.7 WORLD COURIER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND AND DISCLAIMS AND EXCLUDES ALL WARRANTIES AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW TO THE FULLEST EXTENT PERMITTED.

3. Charges, Fees, Advances; No Setoffs

3.1 Shipper will pay to World Courier fees for Carriage calculated in accordance with (a) the tariff applicable at the time and location where the Shipment is tendered for Carriage, or (b) the rates, charges or fees agreed by Shipper and World Courier. Surcharges may apply for specific elements of the Carriage, including advancements and the handling of Dangerous Goods. All Charges are exclusive of (x) Relevant Authority Levies, and (y) advances and disbursements to third parties made by World Courier in connection with the Shipment. Any Relevant Authority Levies or such advances or disbursements will be for Shipper's sole account and paid by Shipper or reimbursed to World Courier on demand if first paid by World Courier.

3.2 Charges are payable in full on demand, unless World Courier, in its sole discretion, grants credit on any amount payable to World Courier, in which case the Charges are due in full in World Courier's account in available funds no later than 30 days of invoice date. Shipper's payment obligations hereunder are absolute, unconditional and not subject to reduction, set-off, counterclaim or delay. Payment by credit card is not permitted unless previously agreed in writing by World Courier. World Courier may require pre-payment of anticipated Relevant Authority Levies or third-party advances or disbursements and any such pre-payment will be held without interest. If any payment is not received by the due date, in addition to other remedies, World Courier will charge a per-day late payment fee calculated at the rate of the lesser of (a) 1% per month and (b) the highest amount permitted by Applicable Law.

4. World Courier's Liability for Loss, Damage, Delay

4.1 World Courier's liability for loss of, or damage to, a Shipment for any reason is determined and limited in

accordance with Compulsory Legislation. Absent Compulsory Legislation, World Courier will only be liable for loss or damage to a Shipment caused by its negligence or wilful misconduct and such liability will not exceed the greater of (a) 26 Special Drawing Rights per kilo, and (b) US\$150; provided in no event will World Courier's liability exceed the lowest of the Shipment's replacement cost, repair cost or reconstituted value.

4.2 Delivery times are not guaranteed. World Courier's liability for delay in the Carriage of a Shipment for any reason is determined and limited in accordance with Compulsory Legislation. Absent Compulsory Legislation, World Courier has no liability for any loss or damage caused by a delay in performance of the Carriage for any reason.

4.3 Unless mandated by applicable Compulsory Legislation, World Courier has no liability for any:

(a) direct or indirect loss of profit, sales, business, goodwill or reputation, third party claim or indirect or consequential loss;

(b) loss or damage caused directly or indirectly by Shipper or any third party (including any engaged by World Courier as agent for the Shipping Parties), including due to improper packing by Shipper; or

(c) loss or damage caused by Dangerous Goods.

4.4 Subject to separate and additional terms and conditions provided by World Courier in the quotation for the following optional liability increase in this clause 4.4, the parties may agree to increase World Courier's liability pursuant to clause 4.1 for loss of, or damage arising from negligence or wilful misconduct to, a Shipment. This liability increase will only apply when the Shipper both (a) enters on the Waybill a Declared Value for Carriage, and (b) pays to World Courier a surcharge as quoted by World Courier for the particular Shipment; provided in no event will World Courier's liability exceed the lesser of the Shipment's replacement cost, repair cost or reconstituted value. This declaration of value does not modify the liability of the Courier Organization, but determines the increased level of any compensation due, based on the Declared Value for Carriage. The Shipper acknowledges and agrees that World Courier is in no circumstances an insurer, insurance broker or insurance intermediary.

4.5 World Courier's maximum aggregate liability for all events occurring in relation to a Waybill, other than for loss or damage per clauses 4.1 and 4.4, is limited to Charges for the Shipment.

4.6 Receipt by the person entitled to delivery of the Shipment without complaint is *prima facie* evidence of delivery in good condition and per the Waybill. Notice of loss of, or damage to, a Shipment, indicating the nature of the loss or damage, must be provided in writing to World Courier upon delivery unless the loss or damage is not apparent, in which case notice must be provided (a) within the time limit set by Compulsory Legislation, or (b) absent Compulsory Legislation, within 60 days after the date the Shipment is tendered for Carriage. Absent Compulsory Legislation, Claims not made within the time limits provided in the prior sentence are waived in all respects.

4.7 The time limit for commencing legal proceedings against World Courier is set by Compulsory Legislation. Absent Compulsory Legislation, World Courier is

discharged of all liability in respect of the Carriage unless legal proceedings are duly commenced and written notice thereof given to World Courier within nine months from the date the Shipment was tendered for Carriage, unless the proceedings relate to a claim for Charges, in which case such nine-month period is shortened to three months.

4.8 Except as set forth in clause 4, World Courier will have no liability arising out of or in connection with the Carriage. The defences, limits and exclusions of liability provided for in these Conditions apply in any action against World Courier arising out of, or in connection with, the Carriage, regardless of the nature of the action whether based in contract, tort, bailment, wilful misconduct, or other legal theory. In no event shall the liability provisions in clause 4 be amended, expanded or modified by any service level or quality agreement, purchase order or other writing describing the shipping protocol for Shipments.

4.9 Nothing in these Conditions limits World Courier's liability for death or personal injury caused by its negligence or wilful misconduct.

5. Indemnification & Insurance

5.1 Shipper indemnifies each member of the Courier Organisation for and against any and all Indemnifiable Losses in any way arising from:

(a) a breach of the representations, warranties or covenants herein;

(b) such member's acts or omissions based on instructions or directions given by any Shipping Party;

(c) liability or claims made by any third parties (including claims by Shipper's customer and other third parties acting as Shipper's subrogee or assign) in excess of World Courier's liability hereunder regardless of whether such liability arises from, or in connection with a breach of contract, negligence, wilful misconduct or breach of duty by World Courier or a member of the Courier Organisation; and

(d) any claim made by a Shipping Party against any such member other than World Courier.

5.2 World Courier does not provide insurance of any kind for Shipments. Shipper is solely responsible for insuring the Shipment against all insurable risks to the Shipment's full insurable value (including all duties and taxes) and such insurance must include a waiver of subrogation provision in favour of each member of the Courier Organisation.

6. **Force Majeure** Neither party is liable to the other for any loss, delay or non-performance of its obligations under these Conditions (other than breach of an obligation to make payment of any sum due under these Conditions) to the extent due to a Force Majeure Event. Shipper will reimburse World Courier for any increase in costs arising from Carriage of a Shipment on behalf of a Shipping Party during a Force Majeure Event.

7. General

7.1 A waiver or delay in enforcing these Conditions will not deprive a party of its right to act later or due to another breach. These Conditions: are governed by the laws of England; constitute the entire agreement between World Courier and Shipper and supersede prior agreements regarding Carriage of the Shipment; and cannot be amended unless each party agrees in writing. If there is a conflict between these Conditions and a Waybill, these Conditions will prevail. The members of the Courier Organization will have the benefit of all defences, exemptions, immunities, limitations and rights of World Courier and have the right to enforce them in accordance with the provision of the Contracts (Rights of Third Parties) Act 1999. Except as expressly provided herein, a person who is not a party to the Conditions may not enforce, or otherwise have the benefit of, any provision of these Conditions under the Contracts (Rights of Third Parties) Act 1999. If any provision in these Conditions is determined by a court of competent jurisdiction to be unenforceable, these Conditions will be deemed amended to the minimum extent necessary to render the otherwise unenforceable provision, and the remainder of these Conditions, enforceable.

7.2 Unless otherwise required by Compulsory Legislation, any claims against World Courier under these Conditions or otherwise arising from the Carriage will be determined exclusively by the courts of England to which jurisdiction the Shipper irrevocably submits. World Courier is entitled to bring legal proceedings against the Shipper in the courts of England or in any other jurisdiction and legal proceedings by World Courier in one or more jurisdictions will not preclude legal proceedings by it in any other jurisdiction, whether concurrent or not. The prevailing party in any legal action may recover all costs, including reasonable attorneys' fees and expenses.

7.3 Each of the Courier Organisation and the Shipping Parties: (a) mutually waive and release the other from any and all liabilities relating to any claim for loss or damage of any kind arising out of an Act of Terrorism; and (b) agree to be solely responsible to the full extent of any and all loss or damage they or their respective employees, officers or agents may sustain resulting from an Act of Terrorism when any Qualified Anti-Terrorism Technology has been deployed on account thereof. Notwithstanding the foregoing, this clause will not be deemed to limit the scope or extent of the Shipping Parties' obligations to the members of the Courier Organisation under clause 5.1.

7.4 In these Conditions: (a) a reference to a party or a clause is to a party subject to, or a clause of, these Conditions; (b) a reference to a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality); (c) any reference to the term "Shipper" is deemed a reference to the "Shipping Parties"; and (d) the term "including" means "including, without limitation".

Definitions Exhibit

"Act of Terrorism" has the meaning ascribed to that term under the SAFETY Act.

"Applicable Law" means any and all laws, regulations and rules applicable to the exportation, importation, transportation, storage and handling of the Shipment and to any obligation or activity related to these Conditions.

"Carriage" means all services performed by or on behalf of World Courier in relation to a Shipment, including packing after tender, transporting, importing, exporting, customs clearance, unpacking in connection with delivery, in-transit storage and related documentation and handling.

"Charges" means all fees and charges payable to World Courier in accordance with the Conditions.

"Compulsory Legislation" means any of the following when it applies compulsorily to any stage of the Carriage, to the extent it cannot be waived or modified:

- (a) the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929, as amended;
- (b) the Guadalajara Supplementary Convention (1961);
- (c) the Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal, 28 May 1999;
- (d) the Convention on the Contract for the International Carriage of Goods by Road (CMR) (Geneva, 19 May 1956); or
- (e) any other international convention or national law.

"Conditions" means these Conditions of Carriage and the Waybill.

"Courier Organisation" means World Courier and its subsidiaries and affiliates and their respective directors, officers, employees, agents and subcontractors, excluding any third party engaged by World Courier solely as agent for any Shipping Party.

"Dangerous Goods" means any item which is or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive or that otherwise presents a risk of damage or injury of any type to property or person.

"Declared Value for Carriage" means the Declared Value for Carriage, if any, indicated on the Waybill.

"Force Majeure Event" means hazards or dangers incident to a state of war or belligerency; any act or restraint or other guidance, restriction or prohibition of any government or public authority acting with actual or apparent authority; a public health emergency of international concern, strikes, riots, or civil unrest (whether or not involving World Courier's employees); fires, water damages, floods, tremors, earthquakes, mudslides, snowstorms, tornadoes, hurricanes, monsoons, eruptions and other natural disasters and extreme weather conditions; and/or acts of God and/or any other circumstances outside the party's control.

"Indemnifiable Losses" means any and all costs, losses, expenses, demands, claims, actions, causes of action, judgments, assessments, damages, amounts paid in settlement of actions or claims, obligations, recoveries, deficiencies, liabilities, fines, penalties, costs and fees, including court costs and reasonable attorneys' fees and expenses.

"Licences" means all import and export licences and other authorizations relating to the Shipment necessary for the Carriage, including any required by Applicable Law or any Relevant Authority.

"Prohibited Person" means any individual or entity with whom transactions are restricted or prohibited under any sanction, prohibition or restriction imposed by any state, country, supranational or international governmental organization or any Relevant Authority.

"Qualified Anti-Terrorism Technology" has the meaning ascribed to that term under the SAFETY Act and expressly includes certified cargo screening facilities and any associated services offered by any member of the Courier Organisation.

"Relevant Authority" means any customs authority, customs inspection station, airport authority, national civil aviation authority (including the International Air Transport Association and International Civil Aviation Organisation) and any other authority having jurisdiction over any element of the Carriage or the Shipment.

"Relevant Authority Levy" means value added tax and any other tax, duty, levy, charge, deposit or outlay imposed by a Relevant Authority and/or any expenses incurred in complying with the requirement of any Relevant Authority with respect to a Shipment.

"Restricted Item" means any cargo or item that is subject to any import or export sanction, prohibition or restriction imposed by any state, country, supranational or international governmental organization or any Relevant Authority.

"SAFETY Act" means the Support Anti-Terrorism By Fostering Technologies Act of 2002, 6 USC §441 et seq., of the United States of America, and the regulations promulgated thereunder.

"Shipment" means all items (including packing or packaging materials) tendered to, and accepted by, World Courier for Carriage under one Waybill.

"Shipper" means the person named as shipper on the Waybill.

"Shipping Parties" means the Shipper, consignee, receiver, owner of the Shipment and anyone else with an interest in the Shipment.

"Special Drawing Rights" means the Special Drawing Rights defined by the International Monetary Fund.

"Waybill" means the duly authorized waybill accompanying a Shipment or any shipping document, label, receipt, electronic entry, order form or any other means issued or provided by World Courier that preserves a record of the Carriage to be performed with respect to the Shipment.

"World Courier" means the World Courier company appearing on the Waybill.