

Terms and Conditions

Above and Beyond, Inc. is a federally licensed motor carrier under MC-351116. Unless otherwise agreed in a separate written bilateral contract executed prior to tender, the following Service Terms and Conditions as set forth on Above and Beyond, Inc.'s website at www.aboveandbeyondiad.com constitute the entire Agreement between Above and Beyond, Inc. and Customer for any services booked with Above and Beyond, Inc.

"Customer" shall mean the company that is requesting service, as well as its principals, agents, shippers and consignees.

Declared Value and Insurance

- 1.) Limits of Cargo Liability. Above and Beyond, Inc.'s cargo liability on shipments without excess valuation requested in writing by Customer to Above and Beyond, Inc. will be limited to the greater of \$0.50 USD per pound or \$50.00 USD per shipment. Any liability for cargo loss and damage shall be governed under the Carmack Amendment at 49 U.S.C. 14706.
- 2.) Above and Beyond, Inc. shall not be liable for any loss, damage, delay, misdelivery, or non-delivery or other result caused by:
 - (a) The act, default or omission of the consignor.
 - (b) The nature of the shipment or defect or inherent vice thereof.
 - (c) Improper or insufficient packing, securing or addressing or any other violation of the terms contained herein.
 - (d) Acts of God, perils of the air, public enemies, public authorities acting under the authority of the law, quarantine, riots, labor disturbances, civil commotions, fuel shortages or hazards incident to a state of war.
- 3.) Notwithstanding the foregoing, Above and Beyond, Inc. in no event shall be liable for any consequential, incidental or special damages which may arise from loss, damage, non-delivery or delay of any shipment. This limitation shall apply to and include, but not be limited to damages for loss of profit, loss of income or loss of business opportunity.
- 4.) Above and Beyond, Inc. will not be liable for items of extraordinary value including, but not limited to, electronic or computer equipment, works of art, jewelry, money, precious metals, gems, furs, coins, bullion, or securities and other negotiable items. Such items will be accepted but maximum liability is \$50.00 USD.
- 5.) Customer warrants that the shipment is packaged to prevent damage from normal care in the handling of transportation. Any glass, fragile items or electronic equipment must be identified as such and be professionally packaged or crated for shipment or any claim against such shipment will be denied.
- 6.) Above and Beyond, Inc. expressly reserves the option to deal with any shipment tendered hereon as an agent for the shipper.
- 7.) Shipper warrants that the shipment is properly described on the voucher as to its proper contents.
- 8.) Above and Beyond, Inc. reserves the right to open and inspect any shipment.

9.) All parcels or items tendered to Above and Beyond, Inc. are subject to reweighing by Above and Beyond, Inc. and are subject to recalculation of charges based on such reweighing. Regardless of actual classification, or that claimed by the shipper, carrier shall reserve the right to determine dimensional weight or reweigh while in its possession to be transported on a revenue-bearing freight bill. To determine dimensional weight, the extreme measurements of the length times the width times the height of the article, in inches shall total the cubic inch content. The dimensional weight is determined by the greater of 1) Actual gross shipment weight, 2) Dimensional weight [(length x width x height) /194].

10.) In the event that any provision of the Declared Value and excess valuation agreement shall be deemed invalid, it shall not affect any remaining clause or phrase of this agreement.

Payment of Charges/Default

1.) Credit Report. Customer hereby authorizes Above and Beyond, Inc. to perform credit checks of Customer based on the information provided at the time of enrollment or thereafter and acknowledges that the results will be used by Above and Beyond, Inc. to determine whether and to what extent credit will be extended to Customer. If Customer pays by electronic funds transfer, Customer agrees that Customer is responsible for all charges payable, including any adjustments, on account of Customer's shipment and that such charges will be automatically debited to Customer's bank account.

2.) Customer shall pay to Above and Beyond, Inc. the amount indicated as Amount Due on the service invoice. All amounts are due and payable in US Dollars within thirty (30) days of the date of billing ("Payment Period). Any amounts not disputed within the Payment Period shall be deemed accepted by Customer. All amounts not paid when due shall be subject to a late fee of one and one-half percent (1 1/2%) per month or the highest rate of interest permitted by applicable law, whichever is less. In the event that Above and Beyond, Inc. is required to engage an attorney or collection agency to collect unpaid amounts from Customer, Customer agrees to pay attorneys' fees at a rate of 25% of the unpaid balance and collection agency fees incurred.

3.) On approved credit and with a valid Above and Beyond, Inc. Customer Account Number, Above and Beyond, Inc.'s credit terms require payment of all charges within 30 calendar days of the Above and Beyond, Inc. invoice date.

Joint and Several Liability

Customer agrees that it shall be liable for all charges payable on account of such Customer's shipment, including but not limited to transportation, fuel, and other applicable accessorial charges, including all adjustments issued by the Above and Beyond, Inc. after the shipment, and all duties, customs assessments, governmental penalties and fines, taxes, and Above and Beyond, Inc.'s attorneys' fees and legal costs allocable to the shipment and/or all disputes related thereto. Customer further agrees that if Customer is acting as an agent for a third party that Customer has full right and authority to do so and that Customer and the party on behalf of whom Customer is acting are jointly and severally liable for all charges payable on account of each shipment.

Liens

Customer acknowledges and agrees that Above and Beyond, Inc. shall have a contractual lien on any cargo for payment of transportation charges past and present.

Claims

1.) Claims Procedures

- (a) All claims for lost or damaged shipments must be made in writing and received by Above and Beyond, Inc. within 9 months after date of acceptance of this shipment by the consignee and all claims handling shall be governed under 49 C.F.R. 370 et seq.
- (b) Merchandise must be retained in its original shipping container in order that Above and Beyond, Inc. and/or its assignees may make inspection thereof. (2) Satisfactory proof of loss must be furnished including invoices and supporting documents.
- (c) Claimant agrees to assist Above and Beyond, Inc. in recovery of the loss from any insurer and invoke all legal rights shipper may have to minimize the effect of any loss.
- (d) Above and Beyond, Inc. or its insurer shall become subrogated to all rights and remedies, if any, of claimant in respect to such a loss.
- (e) Claims for overcharges, must be made in writing to Above and Beyond, Inc. within 180 days pursuant to 49 U.S.C. 13710 after the acceptance of the shipment by the consignee. Any lawsuit shall be brought under 49 U.S.C. 14705.
- (f) No claims for loss or damage to a shipment will be entertained until all transportation charges have been paid. No amount of claim dollar value may be deducted from transportation charges.
- (g) In the event that any provision of the Claims Procedures agreement shall be deemed invalid, it shall not affect any remaining clause, phrase or section of this agreement.

Rate Changes

Above and Beyond, Inc. reserves the right to change its shipping tariffs on all shipments without serving prior notice to shipper and any such tariff may apply for any period of time as deemed necessary by Above and Beyond, Inc.

Fuel Surcharges

Above and Beyond, Inc. reserves the right to assess a fuel surcharge on all shipments without serving prior notice to shipper and any such surcharge may apply for any period of time as deemed necessary by Above and Beyond, Inc.

Governing Law/Jurisdiction for Disputes

The Terms and Conditions of Service contained herein shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and, in the event of any disputes whatsoever under such Terms and Conditions of Service, each of the parties herein irrevocably submits to the exclusive jurisdiction of the Circuit Court of Loudoun County and/or Courts of the United States for the Eastern District of Virginia.

Severability

Each of the provisions of this Agreement shall be enforceable independently of any other provisions of this Agreement and independent of any other claim or cause of action.

Indemnity

Customer shall defend, indemnify, and hold harmless the Above and Beyond, Inc., its officers, agents, and employees from and against and all third-party claims, actions, causes of action, liabilities, damages, costs, and expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts or omissions of customer.

Waiver

The failure of Above and Beyond, Inc. at any time to require the performance of any of the provisions herein, shall in no way affect the rights of Above and Beyond, Inc. to enforce the same, nor shall the waiver by Above and Beyond, Inc. of any breach of any provisions hereunder, be construed to be a waiver of any succeeding breach or as a waiver or modification of the provisions hereof.

Amendment of Terms and Conditions

Customer agrees that Above and Beyond, Inc. may amend these Terms at any time and in its sole discretion. Customer acknowledges and agrees that such amendments shall be effective from the time that they are posted by Above and Beyond, Inc. and shall govern any shipments ordered after such time.