

CONDITIONS OF CONTRACT

DEFINITIONS. On this Air Waybill, "We", "our", and "us" refer to Global Courier Express, Inc. (dba Guaranteed China Express, GCE), its subsidiaries and branches and their respective employees, agents and independent contractors. You and your refer to the shipper, its employees, principals and agents. If your shipment originates outside the United States, your contract of carriage is with the Global Courier Express, Inc. (dba Guaranteed China Express, GCE) subsidiary, branch or independent contractor who originally accepts the shipment from you.

Package means any container or envelope that is accepted by us for delivery, including any such items tendered by you utilizing our automated systems, meters, manifests or waybills. **Shipment** means all packages which are tendered to and accepted by us on a single Air Waybill.

AGREEMENT TO TERMS. By giving us your shipment, you agree, regardless of whether you sign the front of this Air Waybill for yourself and as agent for and on behalf of any other person having an interest in this shipment, to all terms on this NON-NEGOTIABLE Air Waybill in any applicable tariff, and in our current Service Guide or Standard Conditions of Carriage, copies of which are available upon request. If there is a conflict between this Air Waybill and either the tariff, Service Guide, or Standard Conditions then in effect, the tariff will control (the Service Guide or Standard Conditions have secondary priority). No one is authorized to alter or modify the terms of our agreement. This Air Waybill shall be binding on us when the shipment is accepted, we may mark this Air Waybill with an employee number as our signature.

YOUR OBLIGATIONS. You warrant that each article in the shipment is properly described on this Air Waybill and is acceptable for transport by us, and that the shipment is properly marked, addressed and packed to ensure safe transportation with ordinary care in handling. You are responsible for all charges, including transportation charges, and all duties, customs assessments, governmental penalties, and fines, taxes, and our attorney fees and legal costs, related to this shipment.

NOTICE CONCERNING LIMITATIONS OF LIABILITY.

Air Carriage Notice. If the carriage of your shipment by air involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention, an international treaty relating to international carriage by air, may be applicable, which treaty would then govern and in most cases limit our liability for loss or delay of or damage to your shipment. In the U.S. the Warsaw Convention limits our liability to U.S. \$9.07 per pound (U.S. \$20.38 per kilogram), unless you declare a higher value for carriage as described below. The interpretation of the Warsaw Convention's liability limits may vary in other countries. There are no stopping places which are agreed at the time of tender of the shipment, and we reserve the right to route the shipment in any way we deem appropriate.

Road Transport Notice. Shipments transported solely by road to or from a country which is party to the Convention on the Contract for the International Carriage of Goods by Road (the CMR) are subject to the terms and conditions of the CMR, not with standing any other provisions of this Agreement to the contrary. For these shipments transported solely by road, if a conflict arises between the provisions of the CMR and this Air Waybill, the terms of the CMR shall prevail.

Limitation of Liability. If not governed by the Warsaw Convention or the CMR as described above, our maximum liability for loss, damage or delay is limited by this Air Waybill to U.S. \$100 per shipment or U.S. \$9.07 per pound (U.S. \$20.38 per kilogram) (or equivalent local currency), whichever is greater, unless you declare a higher value for carriage as described below.

We do not provide cargo liability or all-risk insurance, but you may pay an additional charges for each additional U.S. \$100 (or equivalent local currency) of declared value for carriage. If you declare a higher value for carriage and pay the additional charge, our maximum liability will be the lesser of your declared value for carriage or your actual damages.

Declared Valus Limits. The highest declared value we allow for any shipment is U.S. \$100 or U.S. \$9.07 per pound (U.S. \$20.38 per kilogram) (or equivalent local currency), whichever is greater. For other shipments, the highest declared value for carriage will differ from country to country and may depend on the contents of the shipment. Please check our Service Guide, our Standard Conditions of Carriage or applicable tariff for an explanation of the declared value limits.

If you send more than one package on the Air Waybill, the declared value for carriage of each package will be determined by dividing the total declared value for carriage by the number of packages in the shipment.

LIABILITIES NOT ASSUMED. IN ANY EVENT WE WON'T BE LIABLE FOR ANY DAMAGES WHETHER DIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, IN EXCESS OF THE DECLARED VALUE FOR CARRIAGE (INCLUDING BUT NOT LIMITED TO LOSS OF INCOME OR PROFITS), WHETHER OR NOT WE HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED. We won't be liable for your acts or omissions, including but not limited to incorrect declaration of cargo, improper or insufficient packing, securing, marking or addressing of the shipment or for the acts or omissions of the recipient or anyone else with an interest in the shipment. Also, we won't be liable if you or the recipient violate any of the terms of our agreement. We won't be liable for loss of or damage to shipments of cash, currency or other prohibited items.

We won't be liable for loss, damage or delay caused by events we cannot control, including but not limited to acts of God, perils of the air, war, strike conditions, mechanical delays, acts of public enemies, war strikes, civil commotions or acts or omissions of public authorities (including customs and health officials) with actual or apparent authority.

NO WARRANTIES. We make no warranties, express or implied.

CLAIM FOR LOSS, DAMAGE OR DELAY. ALL CLAIMS MUST BE MADE IN WRITING AND WITHIN STRICT TIME LIMITS. SEE OUR TARIFF, SERVICE GUIDE OR STANDARD CONDITION OF CARRIAGE FOR DETAILS. We will consider the claim timely if the claimant first calls and notifies any of our local offices within the applicable time limit, and then confirms this in writing as soon as possible. The right to damages against us shall be extinguished unless an action is brought within two years from the date of delivery of the shipment or from the date on which the shipment should have been delivered.

Within 90 days after notification to us of the claim, it must be documented by sending us all relevant information about it. We are not obligated to act on any claim until all transportation charges have been paid, the claim amount may not be deducted from those charges.

If the recipient accepts the shipment without noting any damage on the delivery record, we will assume the shipment was delivered in good condition. In order for us to consider a claim for damage, the contents, original shipping cartons and packing must be made available to us for inspection.

RIGHT TO INSPECT. Your shipment may, at our option or at the request of governmental authorities, be opened and inspected by us or such authorities at any time.

RESPONSIBILITY FOR PAYMENT. Even if you give us different payment instructions you the shipper, will always be primarily responsible for all charges, including transportation charges, and all duties, customs assessments, governmental penalties and fines, taxes, and our attorney fees and legal costs, related to this shipment in case of default of payment by the consignee. You also will be responsible for any costs we pay incur in returning your shipment to you or warehousing if pending disposition.

CUSTOMS CLEARANCE. By giving this shipment to us, you hereby appoint us as your agent solely for performance of customs clearance and certify us as the consignee for the purpose of designating a customs broker to perform customs clearance (unless you specify a customs broker on the front of this Air Waybill). In some instances, local authorities may require additional documentation confirming our appointment. It is your responsibility to provide proper documentation and confirmation, where required.

You are responsible for and warrant your compliance with all applicable laws, rules and regulations, including but not limited to customs laws, import export and re-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 completed 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.

You are also responsible for all charges, including transportation charges, and all duties, customs assessments, governmental penalties and fines, taxes, and our attorney fees and legal costs, related to this shipment.

EXPORT CONTROL. You authorize Global Courier Express, Inc. (dba Guaranteed China Express, GCE) to act as forwarding agent for you for export control and customs purposes. You hereby certify that all statements and information contained in this Air Waybill relating to exportation are true and correct. Furthermore, you understand that civil and criminal penalties, including forfeiture and sale, may be imposed for making false or fraudulent statements or for the violation of any United States Laws on exportation, including, but not limited to 12 USC Sec. 305, 22 USC Sec. 401, 18 USC Sec. 1001, 50 USC App 2410.

LETTER OF INSTRUCTION. If you do not completed 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 expenses. However, we are not obligated to do so. If a submission form on this Air Waybill is needed 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.

ITEMS NOT ACCEPTABLE FOR TRANSPORTATION. We won't accept certain items for carriage, and other items may be accepted for carriage only to limited destinations or under restricted conditions. We reserve the right to reject packages based upon these limitations or for reasons of safety or security. You may consult our Service Guide, Standard Conditions of Carriage for specific details.

MANDATORY LAW. Insofar as any provision contained or referred to in this Air Waybill may be contrary to any applicable international treaty, Law government regulations, orders or requirements such provision shall remain in effect as a part of our agreement to the extent that it is not overridden. The invalidity or unenforceability of any provision shall not affect any other part of this Air Waybill.