

Eagle Air Freight, Inc.

MC 99655 | USDOT 268906

FREIGHT RULES CIRCULAR

Naming

RULES, REGULATIONS, ACCESSORIAL SERVICE(S) AND CHARGES

Applying on

FREIGHT ALL KINDS

PRIOR OR SUBSEQUENT TO TRANSPORTATION BY AIR CARRIER

FROM OR TO POINTS AND PLACES WITHIN THE CONTINENTAL

UNITED STATES

**This Service Circular is applicable to
interstate and intrastate
shipments**

ISSUED: November 1, 2010:

By: D. O'Brien

Eagle Air Freight, Inc.
140 Eastern Avenue
Chelsea, MA 02150-3352

617-884-4436

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Service Conditions for Shipments Having Prior or Subsequent Shipment by Air Between Points and Places in the United States of America

The following pages contain the Rules, Regulations, Assessorial Services and Rates (“Service Conditions”) applicable to the transportation of all types of personal property – also known as freight all kinds (“FAK”) – not otherwise prohibited from tender to Eagle Air Freight, Inc. (EAF) which will or have been transported by air between points and places in the United States.

In case of conflict between EAF’s Service Conditions and the terms and conditions of any other transportation or shipping documents [airbill, bill of lading (proprietary or “standard”), delivery order, shipping order, shipping receipt, manifest, etc.], the terms and conditions contained herein will govern. EAF reserves the right to modify, amend, supplement or void any of the services, rates or conditions contained herein without notice. In case of conflict, the rates and services rendered will be based on the property actually tendered for transportation and not as shown or described in or on any shipping documents.

As used herein, the term “bill of lading” (“b.o.l.”) means any air or surface shipping document, including a manifest. The term “shipment” or “package” means any parcel, package, article or item tendered for shipment. The terms “EAF”, “we”, “us”, and “carrier” refer to any and all of EAF’s contractors, employees, agents, carriers or other party(s) in lawful possession of all or any portion of the property. The terms “customer”, “you”, and “your” include shipper, consignor or sender as well as consignee or receiver and their agents, servants, employees, assigns and any other entity or person having (or claiming to have) an interest in any property tendered to EAF for surface transport by motor vehicle. “Shipper”, “consignor” or “sender” means the person who originates a shipment, whose name is listed on the b.o.l. “Consignee” or “Receiver” means the party, whether entity or natural person, to whom the shipment is sent.

The terms “Rules and Rates”, “Service Guide”, “Service Circular” or “tariff”, means these rules and rates as amended, supplemented or changed. The term “Transportation Charges”, “Fee”, or “Charges” means those fees, charges or amounts assessed for transportation of tendered shipments, including (where applicable) any ad valorem charges and special handling fees.

ADDRESS

It is the shipper’s obligation to furnish us with a correct delivery address. If we cannot deliver the shipment to the receiver at the address provided, we will attempt to notify both shipper and receiver by E-mail or by telephone and by mailing (via U.S. Postal Service) an “On Hand” notice advising both parties of our inability to deliver the shipment and requesting disposition instructions i.e.: (1) revised address; or (2) instructions to return shipment to sender. A special handling charge of **\$25.00 per shipment** will be assessed in addition to all other applicable charges.

BILLING

Unless otherwise provided, all shipments are billed to sender. The shipper’s name must appear on the b.o.l. and payment of the account must be current. The sender may request that another party be billed. However, in the event of nonpayment, any subsequent bills will be the shipper’s responsibility. Third party billing does not include C.O.D. service.

NOTE: A **\$50.00** special handling fee will be assessed for any check or electronic funds transfer that is dishonored because of insufficient funds or other reason which is not of EAF making.

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RULE 1 ADDRESS CORRECTION OR CHANGE

In the event a consignee's address on the b.o.l. is incorrect or incomplete, we may, at our option, attempt to find the correct address and attempt to deliver the shipment. However, we assume no responsibility should we be unable to complete delivery. The following are illustrations of commonly encountered address errors: (1) shipping property to P.O. Box numbers; (2) incorrect zip codes; (3) omitting suite numbers. A special handling fee of \$25.00 per b.o.l. will be assessed. If we cannot locate the consignee, we will contact the consignor for disposition instructions

RULE 2 AIRBILLS, BILLS of LADING and SHIPPING DOCUMENTS

EAF bill of lading ("B.O.L.") and Service Circular apply to all shipments tendered for transportation regardless of the form, nature, terms or conditions of any document proffered by the consignor at origin. By tendering property to EAF for transportation, consignor agrees to these terms and conditions.

BILL OF LADING – CONTRACT TERMS AND CONDITIONS

DEFINITIONS

When the terms "EAF", "we", "us", and "carrier" are used, they refer to Eagle Air Freight, Inc. and any of its contractors, employees, agents, carriers or party(s) in lawful possession of all or any portion of the property. The terms "customer", "you" and "your" include shipper, consignor or sender as well as consignee or receiver and their agents, servants, employees, assigns and any other entity or person having (or claiming to have) an interest in any property tendered to EAF for transportation. "Shipper", "consignor" or "sender" means the person who originates a shipment, whose name is listed on the b.o.l. "Consignee", or "receiver" means the party, whether entity or natural person, to whom the shipment is sent.

AGREEMENT TO TERMS AND CONDITIONS

By tendering property to us for shipment, you agree to all of the terms and conditions stated herein as well as those contained in EAF's service Circular, which is available on request. You also agree to this on behalf of any third party having an interest in the tendered property. In case of conflict between EAF's service conditions and the terms and conditions of any other transportation or shipping documents [airbill; bill of lading ("uniform" or proprietary), delivery order, shipping order, shipping receipt, manifest, etc.], the terms and conditions of EAF's Service Circular will govern. EAF reserves the right to modify, amend, supplement or cancel any of the services, rates or conditions contained in EAF's Service Circular without notice.

In case of conflict, the rates and services rendered will be based on the property actually tendered for transportation and not as shown or described in or on any shipping documents. As used herein, the terms "airbill" or "bill of lading" means any air or surface shipping document, including a manifest. The term "shipment" or "package" means any parcel, package, article or item tendered to for shipment.

FAA SHIPPER SECURITY NOTIFICATION

Property tendered for air transportation is subject to aviation security controls by air carriers, and, when appropriate, other governmental regulations. Copies of all relevant shipping documents showing consignee, consignor, description of property tendered for transport and other relevant data will be retained on file until the property completes its air transportation or pursuant to federal record retention requirements.

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BILL OF LADING TERMS AND CONDITIONS

Sec. 1.

(a) The carrier or party in possession of any of the property described in this bill of lading shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(b) No carrier shall be liable for any loss or damage to a shipment or for any delay caused by:

- (1) an Act of God;
- (2) the public enemy, consisting principally of but not limited to hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (i) by any governmental power, or by any authority maintaining or using military, naval or air forces, or (ii) by military, naval or air forces, or (iii) by an agent of any such government, power authority or forces, or (iv) any weapon of war employing atomic fission or radioactive force whether in time of peace or war, insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering or defending against any such occurrence.
- (3) the authority of law, consisting principally of but not limited to seizure or destruction under quarantine or customs regulation, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.
- (4) From any defect or inherent vice of the article, whether latent defect or any other condition of or within the article which causes it to destroy itself, including susceptibility to damage because of atmospheric conditions such as pressure, temperature, humidity or changes therein.
- (5) From an act, omission or order of consignor, consignee or other party of interest.

(c) Except in the case of negligence of the carrier or party in possession, the carrier or party in possession shall not be liable for loss, damage or delay which results:

- (1) when the property is stopped and held in transit upon request of the shipper, owner or party entitled to make such request;
- (2) from faulty or impassable highway or by lack of capacity of a highway bridge or ferry;
- (3) from a defect or vice in the property;
- (4) from strikes, lockouts, labor disturbances, riots, civil commotion, or the acts of any person or persons taking part in any such occurrence(s) or disorder(s). The burden to prove freedom from negligence is on the carrier or party in possession.

Sec. 2.

Unless otherwise agreed upon, in writing, prior to shipment, carrier is not bound to transport a shipment by a particular schedule or in time for a particular market, but is responsible to transport with reasonable dispatch. In case of physical necessity, carrier may forward a shipment via another carrier or mode e.g. surface for air, etc.

Sec. 3.

CLAIMS: Shipper must notify Eagle Air Freight, Inc. by telephone or e-mail as soon as possible, but in no event later than **48 hours after delivery** or the scheduled delivery date, of any loss or damage involving the shipment **and** in all cases, as a precedent to recovery, shipper must comply with the loss, damage and delay claim filing rules set forth in carrier's tariffs, classifications, rules or service guide(s) concerning the filing of cargo claims.

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Bill of Lading Terms and Conditions (continued)

Damaged Shipments

If damage is visible, note nature and type of damage on the delivery receipt. Claims for loss, damage, or shortage must be filed in writing within fifteen (15) days after delivery. Written claims for non-delivery must be filed within ninety (90) days after EAF's receipt of shipment.

SUITS:

Suits for loss, damage or shortage must be instituted against us within one (1) year from the day written notice is given by us to the claimant that we have disallowed all or any portion of the claim. Where a claim is not filed or suit instituted pursuant to the foregoing provisions [claims and suits], such claim is time barred and EAF shall have no liability.

Benefit of Insurance

Any carrier or party liable for loss, damage or delay to any of the property shall have the full benefit of any insurance covering said property so far as this shall not avoid that policy(s) or contract(s) of insurance. Provided however, that the carrier or party liable for loss, damage or delay which receives the benefit of such insurance will reimburse the claimant for the premium paid on said insurance policy(s) or contract(s).

Sec. 4.

If the consignee refuses the shipment tendered for delivery by carrier or if carrier is unable to deliver the shipment because of fault or mistake of the consignor or consignee, EAF's liability shall then become that of a warehouseman. Carrier shall promptly attempt to provide notice, by telephone or electronic communication and via U.S. Postal Service to both consignor and consignee as shown on the face of the bill of lading that delivery could not be made. Storage charges, based on EAF's Service Circular ['tariff'] shall start no sooner than the next business day following the notification attempt. Storage may be, at EAF's option, in any location that provides reasonable protection against loss or damage. EAF may place the shipment in public storage at the owner's expense and without liability to EAF.

(a) If the carrier does not receive disposition instructions within 120 hours from the time of carrier's attempted first notification; carrier will issue a second and final confirmed [U.S. Postal Service Certificate of Mailing] notification to both consignor and consignee.

Such notice shall advise that if carrier does not receive disposition instructions within ten (10) days from that notification, carrier may offer the shipment at sale at a public auction and the carrier has the legal right to offer the shipment for sale. The amount from said sale will be applied to the EAF invoice for transportation, storage and other lawful charges. The owner will be responsible for the balance of charges not covered by the sale of the goods. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to the owner of the property sold hereunder, upon claim and proof of ownership.

(b) Where carrier has attempted to follow the procedure set forth in subsections 4(a) above to no avail, nothing in this section shall preclude the carrier, at its sole option, of selling the property under such circumstances and in such manner as may be authorized by law.

(c) Where a carrier is directed by consignee or consignor to unload or deliver property at a particular location where consignor, consignee, or the agent of either, is not regularly located, the risk after unloading or delivery shall not be that of the carrier.

Sec. 5.

(a) The declared value of any shipment represents EAF's maximum liability for any loss, damage, injury or delay, including misdelivery or nondelivery.

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Bill of Lading Terms and Conditions (continued)

- (b) Except as provided in paragraph (c) and (d), below, our liability with regard to any package or article is limited to **50¢** per pound per article unless a higher value is declared on the bill of lading at the time of tender to carrier and a greater charge is paid as provided in paragraph (c) below.
- (c) For shipments valued in excess of **50¢** per pound in declared value an additional charge of **\$3.00** for each \$100 (or fraction thereof) of value declared will be charged. Declared value must be shown in whole dollar amounts. In no event will EAF's excess value charge be less than **\$10.00**.
- (d) The maximum declared value per shipment is **\$100,000**. **THIS IS NOT INSURANCE!** If we are not legally responsible for loss, damage or delay, no payment will be made. Exposure to and all risks of uncompensated loss to shipments is assumed by the beneficial owner of the property. If commercial insurance protection is desired, please contact your insurance agent, broker or insurance company.

If a unitized [palletized] shipment – that is a multi-piece handling unit – whether banded, shrink-wrapped, stretch-wrapped, etc., is tendered to carrier as a single handling unit, the maximum declared value for that single unit is **\$100,000** [not **\$100,000** per package or article contained within that multi-piece unit.

Any attempt to declare a value in excess of **\$100,000** is null and void and the inadvertent acceptance for carriage of any shipment bearing a declared value in excess of **\$100,000** does not constitute a waiver of this provision. EAF's liability for loss, damage or delay in no event will exceed the lesser of: (1) prepaid cost; (2) actual cash value, meaning replacement cost less depreciation; or (3) replacement cost.

Sec. 6

Every party, whether principal or agent, who ships explosives or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods. Such goods may be warehoused at owner's risk and expense or destroyed without compensation

Sec. 7.

- (a) The consignor or consignee shall be liable for the freight and other lawful charges accruing on the shipment, whether as billed or corrected.
- (b) Notwithstanding the provisions of subsection (a) above, the consignee's liability for payment of additional charges that may be found to be due after delivery shall be as specified in Title 49 United States Code, Section 13706.
- (c) Nothing contained herein shall limit the right of the carrier to require prepayment or guarantee of the charges at the time of shipment or prior to delivery. If the description of articles or other information on this bill of lading is found to be incorrect or incomplete, the freight charges must be paid based upon the articles actually shipped.

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Bill of Lading Terms and Conditions (continued)

Sec. 8

If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature on the prior bill of lading or in connection with the prior bill of lading as to the statement of value or otherwise, shall be considered a part of this bill of lading as fully as if the same were written on or made in connection with this bill of lading.

Sec. 9

If all or any portion of the property is carried by water over any part of said route, such water carriage shall be performed subject to the terms, conditions and limitations of liability specified by the "Carriage of Goods by Sea Act" or other pertinent laws applicable to water carriers.

PACKAGING and BILL OF LADING PREPARATION

Customer has the obligation to properly package for transportation as well as preparing and presenting the b.o.l. to carrier. We do not accept negotiable bills of lading. No employee, agent or representative of EAF is authorized or empowered to vary, alter or modify any of the terms or conditions of the b.o.l. Customer is responsible for the correctness and completeness of the information inserted in or on the b.o.l. or which carrier inserts in or on their behalf. Customer shall be liable for all damages suffered by reason of irregularity, incorrectness or incompleteness of said information or statements, whether the b.o.l. was made out by or on behalf of customer or completed by carrier on behalf of customer. No b.o.l., the writing on which has been erased or altered, will be accepted by carrier except as set forth in Rule 33 ("Protective Service"). The contents of all shipments must be indicated by accurate description by customer on the b.o.l. The number of pieces included in a shipment must be specified on the b.o.l.

WEIGHTS and CORRECTIONS

Where transportation charges are based on weight or size, we have the right to reweigh or measure any shipment at any time and make appropriate corrections on shipping and billing documents.

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Bill of Lading Terms and Conditions (continued)

RULE 2 UNACCEPTABLE GOODS OR PROPERTY

EAF reserves the right to refuse any shipment without prejudice. The following property will not be accepted for shipment under any circumstances: (1) alcoholic beverages; (2) ¶ antiques; (3) archeological items; (4) ¶ artwork, consisting principally of but not limited to original paintings, drawings, etching, watercolors and sculptures; (5) any hazardous material or ORM's (Other Regulated Material) so classified by the Department of Transportation and published in the Code of Federal Regulations (CFR), Title 49; (6) firearms, ammunition or explosives of any kind or nature; (7) perishable items, or property requiring protective service – protect from heat or cold - including food or plants; (8) ¶ coins, coin collections, tokens, medals, decorations, awards and similar objects; (9) ¶ gems or stones (loose or set), industrial diamonds or gold, silver, platinum or precious metals of any kind; (10) live animals, birds or fish; (11) currency; (12) original items of which no copy exists, such as original manuscripts, software, etc.; (13) shipments lacking required paperwork or which have not been properly packed or packaged. EAF will not be responsible for any loss, damage or delay, liability, responsibility or penalties arising out of or resulting from the transportation of such articles. None of EAF employees or agents has any authority to accept such articles for transportation or to modify or waive limitations applicable to them.

¶ These items or article(s) may be accepted by EAF subject to special arrangements. Call EAF to discuss.

RULE 3 APPLICATION of RULES and REGULATIONS

EAF's Service Circular contains all rules and regulations governing transportation and any specified ancillary services associated with the movement of personal property by air – whether prior or subsequent to EAF's service(s) between points and places in the United States of America.

RULE 4 APPLICATION of RATES and CHARGES

The appropriate rates and charges are those in effect on the date EAF receives the shipment. The rates and service quoted by our employees are based on information provided by the party contacting EAF. Final rates and service are based on the nature of the property actually tendered for shipment and the appropriate provisions of EAF's Service Circular in effect on the date shipment is actually tendered to EAF.

RULE 5 ARTICLES, INSPECTION OF

When EAF, or any of its agents or assigns, has reason to believe that the contents of any package may not be as described or indicated, we shall have the right to: (a) inspect; (b) cause inspection to be made; or (c) require production of evidence sufficient to determine the actual nature and character of the property prior or subsequent to acceptance.

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**RULE 6 ARTICLES LIKELY to CAUSE DAMAGE to AIRCRAFT, VEHICLES
or OTHER LADING**

We do not accept explosives or goods classified as “dangerous” or “hazardous” for transport. Products falling into the aforementioned classifications include but are not limited to: flammable liquids; class A and B explosives; compressed gasses [flammable or non-flammable]; radioactive materials, etc. Property of this nature can be found in the International Air Transport Association’s Dangerous Goods Regulations or Title 49 of the Code of Federal Regulations. Every party, whether principal or agent, tendering such property to EAF will be liable for and indemnify EAF against all loss or damage caused by such goods. Such goods may be warehoused at owner’s risk and expense or destroyed without compensation.

RULE 7 ARTICLES of EXTRAORDINARY VALUE

Subject to Rule 2, EAF will **not accept** the following property for transportation nor as premiums accompanying other articles:

- ¶ accounts,
 - ¶ antiques,
 - ¶ original works of art or objects d’art,
 - bank bills
 - credit cards,
 - currency,
 - deeds
 - drafts,
 - evidences of debt,
 - gold, silver, platinum or other precious metal valued in excess of \$25. per pound, including the dross, skimming or sludge thereof
 - ¶ jewelry, other than costume or novelty
 - ¶ letters (personal or business – with or without postage stamps),
 - money,
 - notes,
 - precious stones,
 - ¶ stamps: postage, revenue or food
 - securities,
 - valuable papers and records
 - other similar valuables or irreplaceable property
- ¶ Items may be accepted subject to special arrangements with EAF. Call EAF to discuss.

RULE 8 ASSEMBLY AND DISTRIBUTION SERVICES**Description of Assembly and Distribution Services**

NOTE: service provided hereunder will be subject to carrier’s liability for cargo loss or damage as a motor common carrier at common law.

Assembly

Under this service option, carrier will pick up shipments from multiple consignors, transport individual shipments to carrier’s facility in Chelsea, MA for consolidation into a single outbound shipment which EAF will not transport.

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Assembly and Distribution Services (continued)

Distribution

Under this service option, EAF will accept a single shipment from one customer at its service facility in Chelsea, MA. Upon tender of delivery EAF will accept shipment, break-bulk and deliver components [individual or multiple items] to multiple consignees as directed by consignor in writing.

ASSEMBLY SERVICE

Assembly: EAF will accept multiple shipments from multiple consignors, for purposes of combining individual items for transportation to and delivery of one shipment to one consignee at a single destination.

Assembly Service will be performed by EAF upon request and subject to the following:

1. Carrier will accept two or more shipments from one or more consignors at one or more points of origin, will transport the individual shipments for consolidation at its Chelsea, MA facility for consolidation of individual shipments into one outbound shipment for transportation by another carrier to one consignee at one destination/delivery address.
2. Shipments receiving assembly service shall be paid by consignee.
3. Origin to destination rates are not applicable to assembly service. When assembly service is requested the following rates apply:
 - a. individually from point(s) of origin to assembly point; plus
 - b. charge per 100 pounds to consolidate individual components into one shipment [please refer to EAL's current rate & charges sheet].
4. EAF will not perform assembly service on any shipment which is accorded distribution service.
5. EAF will **not** provide **Collect on Delivery (C.O.D.) service** for assembly shipments.

DISTRIBUTION SERVICE

Distribution: EAF will accept delivery from one consignor at one time from one origin address tendered to EAF as one (1) shipment at carrier's facility in Chelsea, MA

Upon receipt, EAF will separate the shipment into individual components as directed in writing by consignor for subsequent delivery by carrier to multiple consignees.

Distribution Service will be performed by EAF upon request and subject to the following:

1. Upon written request to provide distribution service, EAF will accept a single shipment at its facility in Chelsea, MA from one consignor, issue a receipt for such single shipment, segregate the shipment into individual lots and deliver multiple shipments to multiple consignees as designated by and subject to consignors written instructions to carrier.
2. Shipments receiving distribution service shall be paid by consignor.
3. Carrier will not provide distribution service to any shipment(s) which is accorded assembly service.
4. Origin to destination rates are not applicable to distribution service. When distribution service is requested the following rates apply:

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Assembly and Distribution Services (continued)

- a. charge per 100 pounds to segregate the single shipment received by carrier into individual components for delivery to multiple consignees [please refer to EAL's current rate & charges sheet];
- b. applicable transportation charge from carrier's distribution point to final destination.

5. Carrier will not provide Collect on Delivery (C.O.D.) service for distribution shipments.

RULE 9 CERTIFIED CARGO SCREENING

It is a mandatory that any property tendered to us for domestic air transportation be screened.

RULE 10 CHARGES, PAYMENT of

- a. All shipments must be prepaid unless credit arrangements have been made, in advance, with EAF prior to shipment.
 - b. Consignor has ultimate responsibility for payment of EAF's charges and fees.
- A special handling fee of **\$50.00** will be assessed for any check or electronic funds transfer that is dishonored because of insufficient funds or incorrect or insufficient signature of the drawer.

RULE 11 CLAIMS for LOSS or DAMAGE | LEGAL ACTION

A. CLAIMS for LOSS or DAMAGE

All Shipments

Claims for loss, damage, or shortage, must be filed in writing within **fifteen (15)** days after delivery. Claims for non-delivery must be filed in writing within **ninety (90)** days from the date EAF accepted tender of shipment.

Damage discovered after delivery [concealed damage]:

We must be notified in writing of any loss or damage which was not noted at time of delivery ("concealed damage") on the carrier's delivery receipt. All such claims must be reported immediately after discovery. Consideration of any claim reported after **three (3) days** following delivery requires the claimant to satisfactorily explain why the damage was not discovered and reported earlier. No claim for concealed damage will be considered unless the original shipping container, inner packing/package materials and contents are available for inspection.

B. LEGAL ACTION

All suits, whether for loss, damage, shortage or non-delivery must be instituted against us within **one (1)** year from the day after written notice is given by us to the claimant that we have disallowed all or any portion of the claim. Where a claim is not filed or suit not instituted pursuant to the foregoing provisions, EAF shall have no liability and such claim will not be paid.

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RULE 12 COLLECT on DELIVERY (“C.O.D.”) SHIPMENTS [cash not accepted]

C.O.D. means, for all purposes, Collect On Delivery. C.O.D. shipments will be accepted for amounts up to \$25,000 per package or per shipment.

ALL CHECKS – REGARDLESS OF TYPE – FOR C.O.D. AMOUNT WILL BE COLLECTED AT SHIPPER’S SOLE RISK, including, but not limited to all risk(s) of nonpayment, forgery, fraud, etc.

- a. C.O.D. service consists of: (1) transportation of property; (2) collection of a payment instrument [driver will not accept cash] issued by or on behalf of consignee or recipient; and (3) delivery of payment instrument to the shipper.
- b. The shipper is responsible for specifying on the C.O.D. airbill the C.O.D. amount and the form of payment to be collected.
- c. If shipper requires “secured” form of payment – this means and is limited to:
(1) cashier’s check; (2) official [bank] check; or (3) money order.
To limit collection to these three options, shipper must state on the airbill “SECURED PAYMENT REQUIRED”.
- d. If shipper states – *or fails to state* - on the airbill “UNSECURED PAYMENT,” carrier will accept:
(1) personal check; (2) certified check; (3) cashier’s check; (4) official [bank] check; or (5) traveler’s checks.

NOTE:

- (1) “COM” checks, credit or debit cards, counter checks or cash will not be accepted.
 - (2) If *no payment type* is stated on the airbill, an unsecured payment will be collected at time of delivery.
- e. When providing C.O.D. service, EAF does so as an independent contractor and not as an agent of the shipper. If the shipment cannot be delivered to the consignee, or, consignee refuses to tender either the “SECURED” or “UNSECURED PAYMENT” amount, the shipment will be returned to the consignor.
NOTE: No refund of the transportation or C.O.D. charge(s) will be made.
 - f. The \$25,000 Maximum C.O.D. amount is NOT to be confused with a declaration of value [see Declaration of value].
 - g. Transporting shipment, collection of payment instrument and delivery of payment instrument make up a single shipment [see a. above]. The terms and conditions of Rule 16 [“Declaration of Value”] and Limitation of Liability and Value [Rule 28] per bill of lading] apply to **all** C.O.D. shipments. If no value is declared, EAF’s maximum liability is 50¢ per pound per weight of each package lost, destroyed or damaged.
 - h. EAF’s liability for loss, damage, delay, non-delivery, misdelivery, misinformation, failure to collect the specified form of C.O.D. payment, acceptance of a payment instrument in the wrong amount, failure or delay in delivering the payment instrument is limited to the declared value of the shipment, subject however to EAF’s maximum C.O.D. declared value limit of \$25,000.
 - i. EAF will forward payment instrument to shipper via U.S. Postal Service [‘U.S. Mail’].

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RULE 13 COMPLETE ARTICLE

Each: (a) shipping piece; or (b) package and contents constitutes one (1) article. Any item or piece which when joined or assembled constitutes a complete item is also an article.

RULE 14 CORRECTION OF WEIGHTS

We reserve the right to reweigh shipments at any time prior to delivery. If the stated weight is in error, we will correct the shipping document(s) to show the correct weight. A weight correction charge, in addition to carrier's corrected transportation charge(s), may apply.

RULE 15 DANGEROUS or HAZARDOUS MATERIALS or GOODS

Explosives, hazardous materials or dangerous goods or other ORM (Other Regulated Material) so classified by the Department of Transportation and published in the Code of Federal Regulations (CFR), Title 49 [see Rule 19: "Explosives or Dangerous Goods and Unacceptable Property"] such property will not be accepted for shipment. Any person or persons whether principal or agent, shipping such goods shall be liable for and indemnify carrier against all loss or damage caused by such goods. Such goods may be warehoused at owner's risk or destroyed without compensation.

RULE 16 DECLARATION of VALUE

Unless a greater value is declared in writing in the space provided on the b.o.l., the shipper declares the released value of each article or package to be no greater than 50¢ per pound. This is our maximum responsibility for loss, damage, delay, destruction, theft, misdelivery, nondelivery or any other cause or event, whether or not resulting from negligence. Customer may elect to declare a higher value and pay EAF's rate to declare higher value [declared value charge] of **\$3.00** per \$100 of declared value subject to a minimum charge of **\$10.00**. Carrier will not accept shipment(s) with declared value(s) exceeding \$100,000.

NOTE: This is NOT INSURANCE ... merely an increase in the level of economic responsibility.

RULE 17 DELIVERY or FAILURE to ACCEPT DELIVERY

If consignee refuses shipment upon tender of delivery by carrier or if carrier is unable to deliver the shipment because of fault, failure or mistake of consignor or consignee, EAF's liability shall at that point immediately change to that of a warehouseman. Carrier shall promptly notify consignor and request disposition instructions.

RULE 18 EXECUTION of BILL of LADING or ALTERNATIVE SHIPPING DOCUMENT

a. Customer Preparation

The customer has the duty to prepare and present the shipping document to carrier. EAF does not accept negotiable bills of lading.

b. Limitation of Agency

No employee, representative or agent of EAF is authorized or empowered to alter, modify or vary any of the terms and conditions of EAF's Service Circular or b.o.l. except as provided herein [see Rule 23 "Protection from Heat or Cold"].

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Execution of bill of lading or alternative shipping document (continued)

c. Accuracy and Completeness

Customer is responsible for the correctness, accuracy and completeness of the particulars and statements which are inserted in the b.o.l. or which carrier inserts on customer's behalf.

Customer is liable for all damages suffered by carrier by reason of irregularity, incorrectness or incompleteness of said particulars or statements whether the b.o.l. was made out by or on behalf of customer or completed by carrier on behalf of customer. The contents of all shipments must be accurately described by customer on the b.o.l., including piece count.

d. Altered or Erased Bills of Lading

Except as set forth in Rule 23 ('Protective Services') EAF will not accept any b.o.l. which has been altered or erased.

RULE 19 EXPLOSIVES or DANGEROUS GOODS / UNACCEPTABLE PROPERTY

Carrier reserves the right to refuse any shipment without prejudice. Shipments consisting of or containing *any* of the following property will not be accepted unless specifically authorized in writing by carrier prior to tender of shipment:

- a. Any hazardous material or ORM (Other Regulated Materials) so designated by U.S. Department of Transportation, U.S. Transportation Security Administration, International Air Transport Association or any other applicable governmental agency or organization;
- b. Firearms, ammunition or explosives of any kind or nature;

EAF will not be responsible for any loss, damage, delay, liability(s) or penalty(s) arising out of or resulting from the transportation of such articles.

None of EAF employees or agents has any authority to accept such articles for transportation or to modify or waive the limitations applicable to them.

RULE 20 EXTRA LABOR

When consignor or consignee requests extra labor be furnished for loading, unloading, blocking or bracing, and labor is available, the following charges shall apply (see note) **\$75.00** per person per hour or a fraction thereof, subject to a minimum charge of **\$150.00** per person per day.

The charges provided for in this item shall be in addition to all other freight charges and shall be assessed against the party requesting the service.

Time will be computed by carrier from the time the extra labor leaves the place of employment until return to that same place.

Note: The provisions of this item are not applicable on Saturdays, Sundays, Holidays or non-business hours (see Rule 22 Saturday, Sunday and Holidays).

RULE 21 FORWARDER /CARRIER'S / EAF's LIEN

Carrier has a lien on the shipment for all amounts due carrier in connection with the shipment as long as the shipment remains in carrier's possession. Carrier lien may be enforced by public or private sale of the shipment pursuant to Massachusetts General Laws, Chapter 106 [Uniform Commercial Code], Article 7, Subsections 307 and 308

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RULE 22 HOLIDAYS, SATURDAYS, SUNDAYS: PICKUP or DELIVERY

When consignor or consignee requests pickup or delivery service on a Saturday, Sunday or holiday (see below), overtime, or holiday rates will apply.

Contact carrier directly for rates and charges. Carrier reserves the right to refuse to pick up or deliver shipments on Saturdays, Sundays or holidays.

NOTE: The following will be considered holidays:

New Year's Day (January 1)

Memorial Day (Last Monday in May)

Independence Day (July 4)

Labor Day (1st Monday in September)

Thanksgiving Day (4th Thursday in November)

Christmas Day (December 25)

RULE 23 HYDRAULIC LIFT GATE

1. When mechanically powered lifting or lowering devices are required to load or unload tendered property, an additional charge of \$125.00 will be assessed in addition to all other applicable charges.
2. The party, for whom such service is performed, unless guaranteed by the shipper, will pay the charges for this service. EAF is not required to perform such service when suitable equipment or operators are unavailable. Service will only be rendered at locations deemed safe and accessible by the operator of the vehicle.

EAF may, solely at EAF option, upon customer request, agree to rent suitable equipment. Customer will be charged the rates and charges assessed to EAF by the rental company and labor time necessary to secure such equipment.

Rule 24 INSPECTION OF ARTICLES

We reserve the right to open and examine any article, item or package tendered to us for transportation.

RULE 25 INSIDE PICKUP or DELIVERY

EAF provides inside pickup or delivery service on shipments tendered to carrier which must be prepared for shipment by EAF personnel. For all other shipments see Rule 21 "Hydraulic Liftgate" and Rule 28 "Loading and Unloading."

RULE 26 INTERIM STORAGE [see Rule 43 for Storage-In-Transit provisions]

Freight held in carrier's possession resulting solely from an act or omission of shipper or receiver, will be immediately stored subject to the following provisions:

1. carrier's liability will be that of a warehouseman until carrier receives disposition instructions from shipper, receiver or customer.
2. storage charges on undelivered property begin at 7:00 A.M. of the first business day following tender of delivery or after notice of arrival has been given.

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Interim Storage (continued)

3. Carrier's storage charges apply for each 24 hour period, or part thereof, subject to the following:

Minimum Charge: **\$ 50.00** per shipment for the **first 24 hour** period or part thereof;
For each subsequent 24-hour period, or part thereof: **\$ 100.**

Storage charges under this rule will end when carrier is able to terminate interim storage as a result of actions of consignor, consignee, owner, or agent or otherwise disposes of property pursuant to provisions of The General laws of Massachusetts [Uniform Commercial Code], Article 7, section 307 and 308 [M.G.L. c. 106: §§7-307, 7-308].

Storage charges under this rule will not apply on the day the carrier tenders property to a third party public warehouseman. When carrier places property in a third party public warehouse, a transportation charge will be assessed based on carrier's rates applicable from carrier's place of interim storage to the third party warehouse. Pursuant to M.G.L. c. 106 §§ 7-307, 308, carrier has a lien on the property.

RULE 25 COMMERCIAL INSURANCE COVERAGE

EAF has no insurance directly insuring customer's property. If insurance coverage is desired, please contact your insurance agent, broker or insurance company for coverage.

RULE 27 LIABILITY for NON-OBSERVANCE of CONDITIONS RELATING to DANGEROUS or HAZARDOUS MATERIALS or GOODS

Shipper is responsible for and will indemnify carrier for all costs and fees of any type including, but not limited to, clean-up, transportation and legal disposal of any dangerous or hazardous materials or goods tendered to carrier [see Rule 15].

RULE 28 LIMITATION OF LIABILITY AND VALUE

In consideration of the transportation charges which are dependent on declared value, unless a higher value is stated on the shipping document at time of tender to carrier, each item, article or package will be deemed to have a declared value of 50¢ per pound. When the declared value of any shipment exceeds 50¢ per pound an additional declared value charge will apply (see Rule 16).

NOTE:

1. Maximum declared value limited to \$100,000 per shipment.
2. A declaration of value and payment of EAF's declared value charge does not constitute insurance.
3. When the shipper tenders more than one package, the total declared value for all packages must be written on the bill of lading. Our liability will be limited to the total declared value.
4. The declared value for each package will be determined by dividing the total declared value by the number of packages shown on the bill of lading [pro-rating].

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Limitation of Liability and Value (continued)

The declared value of any shipment represents EAF maximum liability for loss, damage, injury or delay, including misdelivery or nondelivery. Carrier is not liable for any loss or damage, whether direct or indirect, incidental or consequential, general or special, in excess of the declared value of the shipment, including loss of profit or income. Notwithstanding shipper's declaration of value, EAF liability shall in no event exceed the actual value of the shipment at the time and place accepted by carrier for transportation.

RULE 29 PICKUP AND DELIVERY SERVICE

NOTE: All items and articles must be packed and packaged to withstand the ordinary hazards of transportation. Property should be packed recognizing it will be transported with other shipments.

Standard Service**A. Pickup**

Carrier will accept shipment at shipper's loading dock. Shipper has the obligation to bring shipment to a location immediately adjacent to rear [tail gate] of carrier's vehicle. Where there is no dock, shipper must place shipment on the ground immediately adjacent to carrier's vehicle for loading subject to Rule 21 "Hydraulic Lift Gate" service. Where shipments are not so tendered, applicable Flight or Elevator Charges may apply [see below].

B. Delivery

Carrier will deliver shipment to shipper's loading dock. Consignee has the obligation to accept shipment(s) from carrier at a location immediately adjacent to rear [tail gate] of carrier's vehicle. Where there is no dock, carrier's tender of delivery will be to the rear of carrier's vehicle, subject to Rule 23 "Hydraulic Lift Gate" service. Where shipments require tender other than as described, applicable Flight, Elevator and Inside Delivery Charges may apply.

RULE 30 MARKING, PACKING and PACKAGING of ARTICLES

Shipments must be packed and packaged so as to ensure safe transportation with ordinary care in handling as well as to safeguard persons and other property.

- a. Each package must be legibly and durably marked with: (1) the consignor's full name and address (including ZIP code); (2) the consignee's full name, address and ZIP code.
It is recommended that an additional copy of the shipping manifest be enclosed within the package.
- b. Packages containing fragile items, glass, or liquids of any kind shall be boldly and legibly marked on each surface showing the nature of the contents.
- c. Any property susceptible to damage as a result of shock, vibration or temperature [e.g. heat, cold, freezing, etc.] must be adequately protected by means, methods or measures necessary to adequately protect property against the normal and anticipated hazards incident to travel by various modes of transport [including mechanized handling equipment].

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RULE 32 PRIVATE RESIDENCE/NON-COMMERCIAL SITES

- a. Before attempting pickup or delivery at private residence(s) or non-commercial sites mutually agreed upon arrangement for pickup or delivery must be made before pickup, or tender of delivery is initially attempted. The carrier must reach agreement with the consignor or consignee regarding the date and approximate time for either pickup or delivery. Documentation of such arrangement for pickup or delivery may be accomplished through a notation by the consignor on the bill of lading, phone call, e-mail or other arrangement(s) between the carrier and the consignee.
- b. In any case, when pick-up or delivery service is provided at private residences (including a home-based business), apartment, dormitory, non-military camp, estate, farm, ranch, or other location where the entire premises is not open to the general public during normal business hours, service will be provided on an individual basis subject to a **minimum charge of \$65.00.**
- c. Unless the bill of lading is specifically endorsed to show prepayment of these charges, they will be collected from the party responsible for payment of the freight charges.

RULE 33 PROTECTION FROM HEAT OR COLD ("PROTECTIVE SERVICE")**Temperature-Controlled Transportation****A. Refrigerated or Frozen Product**

EAF will accept cargo requiring temperature maintenance by mechanical means ('reefer service'). EAF is not required to maintain product temperature lower than when tendered to carrier [reefers are not designed to "pull-down" load temperatures, they are designed to *maintain* temperature of property being transported].

EAF reserves the right to refuse tender of property requiring transport at temperature lower than when tendered to EAF.

NOTE: EAF may, at its sole option, accept cargo at temperature(s) higher than originally requested provided shipper amends the bill of lading to reflect the actual temperature of product as tendered to EAF.

1. Frozen Product

EAF will provide transportation equipment designed to maintain temperature requested by shipper which must be noted on bill of lading (b.o.l.) at time of tender. However, **Frozen Product Service** (FPS) service is only designed to maintain semi-trailer internal air temperature at or below 0° degrees Fahrenheit (0° F).

2. Refrigerated Product

EAF's **Refrigerated Product Service** (RPS) is limited to product requiring temperature maintenance above 0°F but less than 40°F.

NOTE:

1. Shipper is responsible for loading freight to assure maintenance of proper airflow during transport. EAF will not be liable for any loss or damage caused by or resulting from restricted airflow caused by improper loading by shipper.
(see following page for note 2)

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Temperature-Controlled Transportation (continued)

2. EAF cannot determine internal ('pulp') temperature of product at origin. If pulp temperature of product established after delivery varies from EAF's temperature maintenance records, EAF will not be responsible for loss, damage or diminution of value of product allegedly occurring while in EAF's possession.

RULE 34 REFUSAL, NON-DELIVERY, or REJECTION by CONSIGNEE

If carrier cannot locate the consignee at the address shown in the b.o.l. or shipping document furnished to carrier, or if the consignee refuses or fails to take or accept delivery of a shipment, carrier will bring the shipment to its closest terminal and notify both consignor and consignee of carrier's inability to deliver the shipment and request disposition instructions.

NOTE: federal common law and federal regulations require a consignee to accept property unless it is "practically valueless" and also to take all reasonable steps to mitigate loss. Any unlawful refusal by a consignee to accept property on tender of delivery will, at the time and place of rejection, change carrier's duty of care to that of a warehouseman.

If carrier is unable to deliver the shipment to consignee or does not receive disposition instructions from the consignor, carrier has a lien on the shipment for all unpaid charges and fees. If consignor or consignee apparently abandons the shipment to the carrier, carrier has the right to sell it pursuant to Massachusetts General Laws (MGL), Chapter 106: §§ 70397, 398.

RULE 35 REDELIVERY

When a shipment is tendered for delivery and through no fault of carrier, such delivery cannot be accomplished, no further delivery attempts will be made except on request of consignor, subject to the following provisions: (see Note)

1. If one or more additional tenders of the shipment are made at consignee's place, carrier will assess, in addition to all other applicable charges, a minimum charge of **\$75.00 per tender**.
If consignee elects to accept delivery of the shipment at carriers terminal, a minimum charge of **\$75.00** plus **any direct expenses incurred by carrier [room, meals and ancillary expenses, if any, etc]**, will be made.
2. All charges accruing under the provisions of this rule must be paid or guaranteed by the party or parties requesting redelivery before the shipment is redelivered.

Note: On shipments consigned to a private residence, apartment, camp (other than military), church, estate, farm or rectory, carrier will establish specific delivery arrangements with the consignee. Redelivery charges will not be assessed for these shipments unless the carrier and the consignee have first reached a satisfactory delivery date or time (approximate) and the carrier is unable to tender delivery as scheduled through the fault of the consignee.

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RULE 36 REHANDLING, RECONSIGNMENT and REDELIVERY

In all instances, except arising from the sole negligence of the carrier, where consignor or consignee requests carrier to:

- a. Redeliver freight to the destination shown in the b.o.l. following carrier's inability to deliver the shipment, including consignee's refusal of tender of delivery of all or any portion of the shipment; or
- b. Return the shipment – in whole or in part – to consignor; or
- c. Deliver to another location, the charges for such rehandling, redelivery or reconsignment will be as follows:
 1. the transportation charges applicable to the original shipment are fully earned;
 2. on redelivery to consignee:
 - (i) Same Location: the charge from carrier's nearest terminal to destination specified in the original b.o.l.;
 - (ii) Different Location: the charge from carrier's terminal where shipment was actually held to destination.
 3. return to consignor:
 - (i) carrier's transportation charge from point of rejection to carrier's closest terminal; plus
 - (ii) carrier's transportation charge from terminal where the rejected property was actually held to designated delivery destination.

The charges as outlined and calculated above are in addition to all other applicable charges including detention and storage charges.

RULE 37 RESERVATION of SPACE

Carrier does not offer to reserve space. If such service is required, please contact carrier for specific rates and charges.

RULE 38 SHIPMENTS PROVISIONALLY ACCEPTED

If any shipment is found to be other than as described by consignor, such property will, if otherwise acceptable for carriage, be transported to destination at applicable rates and charges for like property. If, however, the property is unacceptable for tender to carrier, such goods may be warehoused at owner's risk and cost, or, may be destroyed without compensation (see Rule 15).

RULE 39 SHIPPER'S RIGHT to STOP DELIVERY

Carrier will recognize shipper-seller's right to stop delivery pursuant to and in accordance with M.G.L. C.106:§7-504. As set forth in §7-504(4), carrier is entitled to full indemnification by shipper-seller against any loss or expense incurred by carrier resulting from such request.

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RULE 40 SHIPPING CONTAINERS

For purposes of determining rates and charges, carrier assumes all shipping containers to be "Single Trip Containers" ("STC."). Return of any reusable shipping containers will be performed at carrier's standard rates and charges. In the event of loss or damage to a multi-trip shipping containers, carrier's maximum liability will be that set forth in Rule 16, ("Declaration of Value") for both contents [product] and container.

RULE 41 SORTING OR SEGREGATING FREIGHT

Loading or unloading service does not include assembling, packing, unpacking, dismantling, inspection, sorting or segregating freight except as provided in Rule 8 (Assembly or Distribution) and Rule 29 (Pickup and Delivery).

RULE 42 SPECIAL SERVICES

Contact EAF for special services as required.

RULE 43 STOPOFFS

Portions of a shipment may be picked up at one or more places of origin or delivered to one or more places of destination, or places in route. Contact carrier for this service.

RULE 44 STORAGE – IN- TRANSIT

EAF will, upon request of: (1) consignor; (2) consignee; (3) beneficial owner of the property; or (4) at the direction or request of any state or federal government, state or federal agency, individual, multi-state, or federal authority having actual (or apparent) right, will store property covered by this Service Circular at or in facility(s) or warehouse(s) owned, operated or used by EAF for interim storage pending further transportation subject to the following provisions:

- (a) a shipment or portion thereof, may be placed in SIT for a total period of not more than 90 days. If not removed from SIT at midnight local time on the 90th day, the interstate character of the shipment – or any portion thereof – shall cease. EAF has the duty to mail notice of such change in status not less than ten (10) days prior to the 90th day. Where the actual or beneficial owner is unknown, notice will be sent to all parties of interest utilizing import, export or transport documents provided to EAF by any 3rd party(s) at time of bailment to EAF.
- (b) following the 90th day, all property remaining in EAF custody may be relocated to a third party public warehouse at owner's expense and without further liability to EAF.
- (c) the following may be billed at the inception of SIT:
 - (1) transportation charges from point of shipment to SIT location;
 - (2) SIT charges due at time of billing and periodically thereafter pursuant to EAF's billing procedures;
 - (3) any additional charges, advanced charges and other lawful charges or fees.
- (d) delivery of property from SIT will be made on or as close to the date requested as is possible. If carrier cannot deliver on the date requested, delivery will be made as soon as possible thereafter.

Notwithstanding the foregoing, if shipment is not delivered by the fifth (5th) work day (excluding Saturday, Sunday and holidays (see Rule 22)), storage charges shall cease. In all other cases, storage charges will cease to accrue after shipment is removed from storage. However, all other provisions contained herein remain in effect until final delivery.

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RULE 44 STORAGE – IN- TRANSIT (Continued)

- (e) applicable SIT charges include: (1) transportation charges from initial point of pickup by EAF to SIT location; (2) periodic [monthly or part thereof] SIT storage charges; (3) applicable transportation charges from SIT location to destination.
- (f) any claim for loss or damage whether prior or subsequent to SIT is subject to Rule 2, section 3.

RULE 45 TRADE SHOWS and EXHIBITIONS

Shipments consigned to or picked up from an exhibition or trade show will (if applicable) be assessed waiting time of \$75.00 per hour subject to a two (2) hour minimum.

RULE 46 WAITING TIME or DELAY at ORIGIN OR DESTINATION

Except as provided in Rule 39 (“Sorting or Segregating Freight”) or Rule 44 (“Trade Shows or Exhibitions”), carrier will charge \$75.00 per hour waiting time or when the vehicle is held for the convenience of consignor or consignee, through no fault of the carrier, subject to a minimum charge of \$75.00.

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