

## TERMS AND CONDITIONS OF CARRIAGE

1. **Agreement to Terms of Contract.** In tendering this shipment, Shipper agrees to these Terms and Conditions of Carriage, which no agent or employee of the parties may alter, and that this air bill is non-negotiable and has been prepared by or at the request of the Shipper. The Shipper certifies and represents to TRUMP CARD INC., TIFLOR TRANSPORTATION INC., (dba TRUMP CARD SAN DIEGO), TRUMP CARD CALIFORNIA INC. and any and all other carriers that undertake to carry the cargo (herein TC) that the information inserted on the face of this air bill is complete and accurate. "Shipper" in this contract means the party from whom the shipment is received, the party who requested the shipment be transported by TC, any party having an interest in the shipment, and any party who acts as an agent for any of the above, including without limitation consignees. Where TC prepares the air bill, at the request of Shipper, these Terms and Conditions of Carriage are equally applicable.

2. **These Terms and Conditions Supersede All Others.** This air bill supersedes and negates any claimed, alleged or asserted oral or written contract, promise, representation or understanding between the parties with respect to this shipment. TC's Terms and Conditions of Carriage will supersede any other terms and conditions contained in any other shipping document related to the freight.

3. **Shipper's Warranty of Accuracy and Adequate Packaging.** SHIPPER WARRANTS that each package in this shipment is properly described on the air bill, is properly marked and addressed, and is packaged adequately to protect the enclosed goods to ensure safe transportation with ordinary care in handling.

4. **Unenclosed Containers.** For articles shipped in unenclosed containers, TC shall not be liable for damage/loss unless the loss and/or damage is noted on the delivery receipt at time of delivery. NOTE: A clear delivery receipt given in exchange for a shipment shall be prima facie evidence of that shipment being free from damage and/or loss and having received ordinary care in handling.

5. **No Concealed Loss Claims.** It is Shipper's Consignee's responsibility at time of delivery, to note on the air bill any shortage or damage to the shipping containers. The Consignee may not inspect the contents of the shipping containers until the Consignee signs for the shipment on the delivery receipt. NOTE: Such notations as "subject to inspection" and "subject to recount" are not exceptions. NOTE: A clear delivery receipt given in exchange for a shipment shall be prima facie evidence of that shipment being free from damage and having received ordinary care in handling. TC will not participate in concealed loss or damage claims.

6. **No Incidental Damages.** TC shall not be liable in any event for any special, incidental or consequential damages, including but not limited to loss of profits, income, interest utility or loss of market whether or not TC had knowledge that such damages might be incurred.

7. **No Guaranteed Time for Delivery.** Due to the inherent nature of the transportation business, TC does not guarantee pick up, transportation, or delivery by a stipulated date or a stipulated time, nor shall TC be liable for consequences of failure to do so. TC does not accept claims for delayed pickup, transport, or delivery.

8. **Overcharge Claims.** Overcharge claims must be received IN WRITING by TC within 4 months of the date of acceptance of the shipment by TC. The claim must state the amount of the overcharge, the shipment(s) in question, and the basis for the claim of overcharge. Legal action to enforce an overcharge claim must be brought within one year after the claim has been denied in writing by TC, in whole or in part.

9. **Concealed Loss/Damage Claims.** TC will not accept a concealed loss/damage claim unless the following terms are met. Notification of concealed loss/damage claims (i.e., claims for loss or damage discovered by the Consignee after delivery and after a clear receipt has been given) must be received IN WRITING by TC within 3 days after delivery, or if perishables, verbally within 48 hours. For damage claims and concealed loss claims, TC must be allowed the privilege to make inspection of the shipment and its container(s) and packaging material(s) at place of delivery. Failure to allow said inspection, or moving the cargo prior to inspection will waive any and all claims. Claims must be perfected within 120 days after delivery or date delivery was intended.

10. **Timing for Written Notice of Claims.** Written notification on all claims (except concealed loss/damage claims and overcharge claims) must be received IN WRITING by TC within 5 days after TC delivered the shipment, or in the case of non-delivery, 5 days after TC was scheduled to deliver the shipment. The written claim must specify the shipment in question, the nature of the loss or damage, the value of the loss, and the date that the loss/damage was discovered.

11. **Payment of Freight Regardless of Claims.** No claims will be entertained until all transportation charges have been paid. Claims may not be deducted from transportation charges and no claims may be deducted from any charges owed TC. TC will be entitled to 18% of the withheld transportation charges as liquidated damages for the loss of use of the funds during the time that they are withheld or deducted due to a pending cargo claim.

12. **TC's Limited Liability.** TC's liability for any claim related to the delivery of the cargo, in absence of a higher declared value for carriage, is limited to \$0.50 per pound of each piece of cargo lost, damaged, misdelivered or otherwise adversely affected, but in no event shall exceed the actual replacement value of the goods. Shipper has a choice of rates for carriage of its cargo. Shipper can ship the cargo at the limited liability value, or Shipper can declare a value in excess of \$0.50 per pound, per piece. If Shipper declares an excess value, Shipper will be charged a higher rate for the transportation as detailed in the rate sheet that TC will provide to Shipper upon request.

13. **Average Declared Value.** Unless each piece of the shipment has a separate declared value stated and is specifically identified on TC's air bill at time of shipment and is so identified on the delivery receipt as being lost, damaged, destroyed, or otherwise adversely affected at time of delivery, TC shall be liable only for the "average declared value" of the shipment. The "average declared value" of the shipment shall be determined by dividing the total declared value of the shipment by the total number of pieces of the shipment. This figure, multiplied by the number of pieces adversely affected, shall then establish the amount of TC's liability. The total declared value amount must be inserted in the DECLARED VALUE box on the face of this air bill. TC's liability shall in no event exceed the actual replacement value of the goods adversely affected. TC shall not be liable for damages in excess of Fifty Thousand Dollars (\$50,000) per shipment, regardless of the value declared.

14. **Failure of Consignee to Accept Delivery- Possible Sale of Cargo.** In the event of the failure of the consignee to take delivery of the shipment, TC will notify Shipper in writing at the address shown on the air bill and request disposition instructions. If the Shipper fails to provide disposition instructions within 30 days after the date of TC's notice, TC will return shipment to the Shipper at the Shipper's expense. If the Shipper fails to accept delivery of a shipment thus returned, TC may dispose of the shipment at public or private sale and pay itself out of the proceeds to satisfy the transportation charges, storage charges, and other costs associated with storing and selling the shipment. Any sums collected by TC in excess of such charges will be paid to the Shipper. No sale or disposal pursuant to this rule will discharge any liability or lien to any greater extent than the proceeds thereof. The Shipper and the Consignee shall remain liable, jointly and severally, for any deficiency.

15. **Non-Covered Claims.** Shipper agrees that TC shall not be liable for loss, damage, or delay or monetary loss of any type caused by: Acts of God; public authorities acting with actual or apparent authority; strikes; labor disputes; weather; mechanical failures; aircraft failures; civil commotions; acts or omission of customs or quarantine officials; the nature of the shipment or any defects thereof; public enemies; hazards incident to a state of war; acts of terrorism; and acts, defaults, or omissions of the Shipper or Consignee for failure to observe the terms and conditions of the contract of carriage contained in this air bill including but not limited to improper packaging, marking, incomplete/inaccurate shipping instructions and the rules relating to freight not acceptable for transportation or freight acceptable only under certain conditions.

16. **No Declared Value Allowed for Certain Cargo.** The following articles will not be accepted for carriage under a declared value and if accepted will be limited to the value described in paragraph 12

regardless of any declared value or payment of a rate based on a declared value: any shipment prohibited by law; plasma screens; neon glass; original works of art; antiques; bonds; coins of any kind; currency; currency equivalents; furs; fur clothing; gems or stones (cut or uncut); industrial diamonds; gold or silver; coated concentrates; jewelry (other than costume jewelry); pearls; precious metals; securities (negotiable); time sensitive written material (e.g., bids, contract proposals, etc.) when the declared value exceeds \$0.50 per pound; household goods and/or personal effects; one-of-a-kind articles or models; prototypes; valuable rugs (i.e., Oriental rugs, Persian rugs); and prints or lithographs. Shipper will be entitled to a refund of any additional freight charges it paid based on a declared value of any cargo described in this paragraph. No employee or agent of TC has any authority waive the limitations contained in this paragraph.

17. **Claims for Damage to Used Items.** Shipper agrees that TC will not be subject to any liability for concealed damage of electrical or mechanical derangement of used items.

18. **Rates Based on Greater of Dimensional or Actual Weight.** Rates and charges for this shipment will be based on actual or dimensional weight, whichever is greater.

19. **International Shipments.** If this is an International shipment a) all rules relating to liability as established by the Warsaw Convention or the Montreal Convention shall apply; b) except as otherwise provided in these Terms and Conditions, TC's liability shall not exceed 19 special drawing rights (as defined by the International Monetary Fund) per kilogram per affected package, unless a written higher value is declared by the Shipper and a supplementary charge paid; c) TC accepts the air waybill as a Shipper's letter of instruction with authorization to prepare and sign on Shipper's behalf an international air waybill; d) TC reserves the option to act as agent of the carrier tendering the shipment, instead of as a forwarder, in which event the tendering carrier's tariffs and terms and conditions of carriage shall apply to this shipment; and e) in the case of lost, damaged, or delayed cargo, a written complaint must be received by TC from the person entitled to delivery: within 14 days of the delivery date in the case of damage; within 21 days of actual delivery in the case of delay; and within 120 days from the date of issue of this air waybill in the case of non-delivery. If TC does not receive a written complaint as specified, no action may be brought against TC. Any right to recover for lost, damaged, and/or delayed cargo is extinguished unless suit is filed against TC within 2 years of the date of actual delivery, or in the event of non-delivery, the date of scheduled delivery.

20. **C.O.D. conditions.** Collect on Delivery (C.O.D.) service is provided under the following conditions: a) Shipper must identify the shipment as a C.O.D. shipment by entering the amount to be collected in the "Shipper's C.O.D. Box" on the front of this shipping document; b) Shipper must specify the type of payment to be received (e.g. cash, check, money order or cashier's check) in the "Special Instructions" box on the front of this air bill; and c) TC and Shipper agree that TC does not guarantee nor verify that a check, money order, cashier's check or other such financial instrument is valid or negotiable. All payments are collected at shipper's risk and TC will not be liable for Consignee's failure to pay or defrauding of Shipper.

21. **Maximum Cash Collected C.O.D.** Unless prior arrangements are made, the acceptance of cash by TC and its agents for payment of freight charges and/or C.O.D. amounts is limited to a maximum of \$2,000.00 per shipment and/or stop. Payment of freight charges and/or C.O.D. amounts in excess of \$2,000.00 must be remitted by cashier's check; certified check, money order, or consignee's check as authorized by the shipper in writing.

22. **Alternate Carriers or Routes May Be Selected.** TC shall have the right to substitute alternate carriers or other means of transportation other than air and select the routing or deviate from the route shown on the face hereof.

23. **TC Has Right to Inspect Shipment at Any Time.** All Shipments may, at TC's option, be opened and inspected. Shipper also agrees that a shipment may be opened and inspected when necessary to comply with regulatory and governmental authorities.

24. **Shipper and Consignee Liable for TC's Transportation Charges.** The Shipper and the Consignee shall be liable jointly and severally for all unpaid charges payable on account of this shipment and any outstanding amounts owed on prior shipments, and will indemnify and hold harmless TC for claims, fines, penalties, damages, costs (storage, handling, re-shipment, return of freight to Shipper, etc.) or other sums or losses which may be incurred by TC as a result of any of the activities described by this contract. TC shall have a lien on any goods shipped for failure to pay for charges payable on account of this shipment or prior shipments. TC may refuse to surrender possession of the goods until such charges are paid. Should TC bring legal action including cross-claim or cross-complaint for the enforcement of this contract or collection of any sums due and payable under this contract, TC shall be entitled to reasonable attorney fees and costs.

25. **Late Payment of TC's Transportation Charges.** All invoices not paid in full within 21 days of invoice date will be subject to interest of 2% per month. TC reserves the right to demand payment of all outstanding and past due freight charges as a precondition for releasing this shipment(s) at destination. This right includes the right to demand payment upon delivery of this shipment(s) at any time.

26. **TC is Not Liable for Losses Caused by Auxiliary Services or Local Cartage.** Shipper and Consignee shall hold TC and/or its agents harmless for loss/damage/delay or any monetary losses which are a result of auxiliary services including but not limited to local cartage, crating, uncrating, packing, and unpacking which are requested by the Shipper or Consignee and arranged by and/or provided by TC as a customer service. Such limitation of liability shall extend to the selection by TC of the providers of the auxiliary services. Auxiliary services are those which are performed prior or subsequent to transportation and which may be billed directly by the provider of the service or by TC. Local cartage is the movement of unpackaged/uncrated freight. NOTE: Under no circumstances will the liability of TC for monetary loss which is a result of any auxiliary services performed by TC or its agents be greater than the liability contained in this contract.

27. **TC is Entitled to Attorneys' Fees and Costs.** Should TC successfully defend itself for any legal actions brought by any party with an interest in this shipment, TC shall be entitled to reasonable attorney fees and costs.

28. **Arbitration of Claims Less than \$15,000.** In lieu of legal actions, any disputed claim less than \$15,000.00 is to be settled through binding arbitration submitted to the Transportation Arbitration Board or the American Arbitration Association under its cargo claim arbitration program. An alternative arbitrator is to be selected by TC if the claim is unacceptable for the arbitration by both the above arbitrators.

29. **Copies of Shipping Documents Retained Until Delivery.** Shipments are subject to security controls by carriers and, where appropriate, by government agencies. Copies of all relevant shipping documents will be retained until the shipment is delivered.

30. **Failure to Insert Full Declared Value.** Failure to insert at least the full replacement value of the shipment in the box entitled DECLARED VALUE shall reduce any liability payment proportionately by the applicable percentage that the shipment was so under-valued.

31. **These Terms and Conditions of Carriage Apply to All Shipments Booked on TC's Website.** Shipper agrees to the above conditions for all shipments booked on the web site trumpcardinc.com.

32. **Choice of Law: California.** To the extent not governed by treaty or Federal law, this air bill and all applicable documents shall be determined by the laws of California and all controversies shall be resolved in San Diego County California.

33. **Indirect Air Carrier Standard Security Program.** "Cargo items tendered for air transportation are subject to aviation security controls by air carriers and when appropriate, other government regulations. Copies of all relevant shipping documents showing the cargo's consignee, description, and other relevant data will be retained on file until the cargo completes its air transportation."