



**Terms And Conditions
For
Integres Global Logistics, Inc.**

Introduction

The following Terms and Conditions are applicable to the transportation of any pallet, container, package, document, letter or any other item tendered by customers using Integres Global Logistics ("Integres") services and/or the Integres web site (www.integres.com).

If there is a conflict between these terms and conditions and the terms or conditions on any Integres Airwaybill, Bill of Lading, manifest or other transit documentation, the Terms and Conditions will control.

Integres reserves the right to unilaterally amend, modify or supplement any portion of these Terms and Conditions at any time. The most current version of the Terms and Conditions may be found at any time at the integres.com web site, and supersedes all previous versions and statements concerning the terms and conditions of the Integres service.

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Terms And Conditions For Integres Global Logistics, Inc.

I. DEFINITIONS

ADVANCE ARRANGEMENTS - The shipper is required to contact Integres prior to tender of a shipment to enable the shipper and Integres to establish the time and place of tender, and to enable the shipper and/or forwarder to make special arrangements, if any, for the shipment.

AIRWAYBILL - The non-negotiable, Integres approved and supplied document through which Integres accepts the shipment and transports it to the designated location. Each Airwaybill must completely and accurately describe the goods being shipped. Along with these Terms and Conditions, the Airwaybill shall constitute the legal document of record for that particular shipment.

BILL OF LADING – The document(s) prepared by or on behalf of the shipper that constitute(s) the contract between the shipper and Integres for the carriage of the goods.

CARRIAGE – Movement of the shipment or freight which includes all available services offered by Integres.

CONSIGNEE - The business/person whose name appears on the Airwaybill as the party to whom the shipment is to be delivered by Integres.

CONSIGNOR/SHIPPER - The business/person whose name appears on the Airwaybill as the party contracting with Integres for carriage of the shipment.

HOLIDAYS - Any national, state, provincial or local legal holiday.

SHIPMENT - Except as otherwise noted, a shipment will consist of a single consignment of one or more pieces from one consignor at one time at one address, receipted for in one lot and moving on one Integres Airwaybill.

II. COMPUTATION OF DAYS

Unless otherwise provided, in computing time in days, full calendar days will be used. Sundays and Holidays will be included unless the last day falls on a Sunday or Holiday in which event the next following calendar day (other than a Sunday or Holiday) will be included.

III. COMPLETION OF TRANSPORTATION

A. Except as otherwise provided for herein, Integres assumes no obligation to commence or complete transportation of a shipment within any specific period.

B. Integres, exercising due diligence to protect all property accepted for carriage, will determine the routing of any shipments not routed by the shipper.

C. Without special contrary instructions by the shipper on the Airwaybill, including an instruction not to substitute any other carrier, Integres may divert any shipment to any carrier.

D. The carriage charges for a shipment will be the airfreight charges from origin to destination via the route shown on the applicable Airwaybill.

IV. CURRENCY

All charges are payable in United States dollars. All amounts and charges contained herein, or in any other Integres documentation relating to the terms and conditions of its services, are denominated in United States dollars.

V. CREDIT TERMS and BILLING

Integres does not provide individual consumer credit privileges.

An Integres Credit Application must be completed to obtain credit. Submission of a Credit Application authorizes Integres to conduct a credit investigation based on the information provided by the Customer. The amount of credit granted is at the sole discretion of Integres.

Our credit terms are Net 15 days. The invoice date begins the credit term.

Third party billings (billed to a party other than the shipper or consignee) must be pre-arranged with Integres prior to booking the first shipment. The third party must have approved credit with Integres or arrange to pay all charges prior to shipment pickup.

Failure to keep your account current or taking unauthorized deductions may result in the account being placed on "cash-only" status and further bookings may be prohibited until the account is current. Customers requesting removal from cash-only status must contact the Integres Accounting Department at 916-859-2526.

Invoices not paid within 15 days from the date of the invoice are subject to a finance charge of 1% per month.

A \$25 special handling fee will be charged for any check, electronic fund transfer or credit card payment that is not honored for any reason.

The Shipper and any other party liable for payment, is responsible for all reasonable costs incurred by Integres in obtaining or attempting to obtain payment for our services. Such costs include but are not limited to attorneys' fees, collection agency fees, interest and court costs.

Regardless of any payment instructions given to Integres, the Shipper is ultimately liable for, will be billed for and agrees to pay all charges and fees if the consignee or third party fails or refuses to pay.

Integres may amend or adjust the original quoted amount or issue an additional billing if the original quoted amount was based upon incorrect information provided by the Customer or if additional services were required or requested by the Customer.

VI. FORMS OF PAYMENT

Integres accepts American Express, Master Card and Visa credit cards and Electronic Fund Transfers (EFT) for all shipments. Credit card payments must be made within 3 days of shipment pickup.

All checks must be drawn on a United States bank.

Residential pick up must be paid by credit card or EFT at the time of booking.

If the shipper or consignee does not have credit with Integres, freight may be sent FCCOP (Freight Collect, Cash on Pickup) or FCCOD (Freight Collect, Cash on Delivery).

To ensure accurate application of your payment, you must furnish your Integres assigned Customer ID and the invoice numbers being paid. Remittances, with payment details, should be sent to:

Integres Global Logistics
11101 White Rock Road, Suite 100
Rancho Cordova CA 95670
Attn: AR

An Overcharge Claim Form must be filed within 90 days of invoice date. Refer to the Integres website for filing instructions.

If your account is more than 60 days past due, Integres may apply overcharge amounts, or other overpayments we agree are owed to you, against the oldest invoices.

If you have questions regarding any of our invoicing or payment methods including EFT instructions, contact your Integres Account Manager or call Accounting at 916-859-2526.

VII. INDEMNIFICATION

The shipper and consignee will be jointly and severally liable to indemnify Integres for all claims, fines, penalties, damages, costs or any other sums which may be incurred, suffered or disbursed by Integres by reason of any violation of any of the rules contained herein or in any other documentation applicable to shipments hereunder or any other default of the shipper or consignee or other third party with respect to such shipment.

VIII. LIMITATIONS OF LIABILITY

A. For shipments moving wholly within the United States, the shipper agrees that Integres shall only be liable for any loss, damage, expense or delay to the goods resulting solely from the gross negligence of Integres; such liability shall be limited to an amount equal to the greater of fifty cents (\$0.50) per pound, or fifty dollars (\$50.00) per shipment. For shipments moving internationally, either from or to the United States, or wholly outside of the United States, Integres shall only be liable for twenty dollars (\$20.00) per kilogram for that portion of the shipment lost and/or damaged.

B. Where Integres issues its own Airwaybill and receives freight charges as its compensation, shipper has the option of paying a special compensation and increasing the limit of Integres' liability up to the shipment's actual value; however, such option must be exercised by written agreement, entered into prior to any covered transaction(s), setting forth the limit of Integres' liability and the compensation received.

C. In instances other than in VI.B above, unless the shipper makes specific written arrangements with Integres to pay special compensation and declare a higher value and Integres agrees in writing, liability is limited to the amount set forth in VI.A above.

D. Shipper agrees that Integres shall, in no event, be liable for consequential, punitive, incidental, statutory or special damages, including, but not limited to loss of profits, whether or not Integres had knowledge that such damages might be incurred.

E. Shipper agrees that Integres shall, in no event, be liable for any loss or damage to any shipment, the contents of which customers are prohibited from shipping or that Integres has stated it will not accept.

F. Integres shall in no event be liable for any loss, damage, destruction or delay to any such shipment of which the contents, or the declared value of such contents, has been incorrectly described or disclosed by the shipper.

G. Integres shall in no event be liable for any loss, damage, destruction or delay caused by change in temperature or humidity; the absence, shortage, or withholding of power, fuel or labor of any description whatsoever during any strike, lockout, labor disturbance, riot or civil commotion; hostilities, warlike operations, civil war, revolution, rebellion or insurrection, or civil strife arising therefrom; or nuclear reaction, radiation or radioactive contamination.

IX. CLAIMS

A. CLAIMS AND ACTIONS

Except as otherwise provided herein, all claims (except claims for overcharges) must be received in writing by Integres within 90 days after Integres accepted the Airwaybill for the relevant shipment, and must be accompanied by a copy of the original Airwaybill, or if no Airwaybill was issued, other proof, certified in writing, as to the actual replacement cost of the goods or extent of the damages. Concealed loss or damage must be reported in writing to Integres within 7 days after the date the goods were received by consignee. Claims relating to perishable items must be reported verbally within 24 hours after the date the goods were received by consignee, with written follow up within 48 hours after such date. Integres, or its designee, will acknowledge receipt of the claim in writing to the claimant within thirty (30) days after the date of receipt of claim. Integres will pay, decline or provide a firm compromise settlement offer in writing to the claimant within sixty (60) days after receipt of the proper claim. Legal action to enforce a claim shall be commenced within one year after the claim has been denied in writing by Integres, or the settlement offer was rejected by the shipper, in whole or part. If no legal action is instituted within such one year period, such claim shall be deemed waived and will not be paid.

No claims will be paid by Integres until all applicable carriage charges have been paid. Claims may not be deducted from any charges owed to Integres.

B. CLAIMS FOR OVERCHARGES

Claims for overcharges or invoice adjustments must be received in writing by Integres within 90 days after Integres accepted the Airwaybill for the relevant shipment, and must be accompanied by a copy of the original Airwaybill. Integres, or its designee, will refund the claimed overcharges or notify the claimant of its disallowance of the claim within sixty (60) days of receipt of the claim. Any legal action for recovery of overcharges shall be commenced within ninety (90) days after Integres provided notice of its disallowance of the claim.

No claims will be paid by Integres until all applicable carriage charges have been paid. Claims may not be deducted from any charges owed to Integres.

X. SHIPMENTS

A. SHIPMENTS

Subject to the following restrictions, all property is acceptable for carriage when these Terms and Conditions and all applicable laws, ordinances and other governmental rules

and regulations governing the transportation of goods have been complied with by the consignor, consignee or owner of the goods.

B. GOODS NOT ACCEPTABLE

The following goods will not be accepted for carriage by Integres:

1. Any shipment that is prohibited by law or regulation of any federal, state, provincial or legal government of the country of such shipment's origin or destination.
2. Shipments of extraordinary value, including, but not limited to: Artwork, Bills of Exchange, Bonds, Bullion, gold or silver, cut or uncut, Currency, Deeds or Mortgages, Evidences of Debt, Furs, Gems or stones, precious or semi-precious, cut or uncut, Gold or Silver coined concentrates, Jewelry (other than costume jewelry), Money, Negotiable Instruments or Securities, Pearls, Platinum or other precious metals, Promissory Notes, Stamps, postage or revenue, Stock Certificates.
3. Live animals or organisms (other than live animals destined for, or originating from, medical laboratories), including, but not limited to: mammals, birds, reptiles, fish (other than live lobsters and shellfish), live or active viruses, bacteria or cultures.
4. Human or animal remains or parts thereof, cremated or disinterred.
5. Clothing apparel or garments on racks or hangers.
6. Shipments which would require Integres to obtain a federal, state or local license for carriage.
7. Any goods of an inherently dangerous nature as defined by the International Air Transport Association Dangerous Goods Regulations, including, but not limited to, toxic materials, common fireworks, explosives, medical waste, or blood, urine, or other bodily fluids containing infectious substances.

C. SHIPMENTS ACCEPTED UNDER SPECIAL CONDITIONS

1. Shipments with a declared value or insurance exceeding \$50,000.00 will be accepted only if advance arrangements have been made with Integres.
2. Shipments liable to permeate or otherwise damage equipment or other shipments will only be accepted if advance arrangements have been made with Integres.
3. Shipments requiring special handling devices, special attention or care en route will be accepted only with advance arrangement with Integres. Any special devices necessary for the safe handling of a shipment shall be provided by and at the expense of the consignor and/or the consignee.
4. Nitrocellulose based film, must be packed in a spark-proof container marked with proper caution labels disclosing the inflammable nature of the shipment.
5. Food products - fresh, frozen, dried or dehydrated will be accepted only if such products meet all laws, ordinances or other government rules or regulations governing the shipment of such goods.
6. Shipments of firearms will be rendered only if (i) the shipment is between licensed importers, manufacturers, dealers or collectors of firearms or weapons according to the

United States Gun Control Act of 1968, as amended, and (ii) the signature of a person 21 years of age or older is required at delivery.

D. SHIPMENTS ACCEPTED UNDER CERTAIN CONDITIONS

The following shipments will be accepted on a restricted basis:

1. **PERSONAL EFFECTS/GIFTS:** The declared value for a shipment of personal effects and/or gifts shall be limited to an amount equal to the greater of twenty-five cents (\$0.25) per pound, or fifty dollars (\$50.00) per shipment. Such declared value shall be the maximum liability to Integres for such shipment. Any value exceeding \$0.25 per pound is at the shipper's risk and on the shipper's own insurance policy. All charges for such shipments must be paid in advance.

NOTE: As a precautionary measure, all personal effect and gift shipments may be inspected by Integres or its agents before carriage.

2. **FURS (and/or) FUR-TRIMMED GARMENTS, ANTIQUES, WATCHES and WATCH PARTS, WIGS and OTHER HAIR PRODUCTS:** The above commodities will be handled provided special authorization has been granted from the Integres Claims Department or the declared value is less than \$.50 per pound.

3. Shipments of extraordinary value must be contained in a sealed unit and packed so as to assure the burst strength of the package is more than three (3) times the actual weight.

E. QUALIFIED ACCEPTANCE OF SHIPMENTS

1. Integres, Integres' agent or the subcontracted carrier may refuse to render any carriage services if it is the opinion of Integres, Integres' agent or the subcontracted carrier that such shipment is:

a) Improperly packed or packaged, wet, leaking, or has an odor.

b) Of a kind or type likely to incur damage from high/low temperatures notwithstanding the exercise of ordinary care by Integres, and that such temperature will prevail in flight or at a transfer point, or at origin/destination when available facilities cannot protect the shipment against such conditions.

c) Improperly packed or of a nature such that transportation cannot be affected without loss or damage to the cargo (i.e., used containers, or the container is open, broken, rattles, etc.).

d) Of an inherent nature or defect which indicates that such carriage could not be serviced by Integres without loss or damage to the goods.

e) Not accompanied by the proper documentation and necessary information as required by convention, statute, or the terms and conditions and other documentation applicable to such shipment.

f) Subject to advance arrangements, unless such arrangements have been satisfactorily completed.

2. All shipments are subject to inspection, including the opening of any packages, by Integres and its agents at Integres' sole discretion and with or without notice.

F. CHARGES FOR SHIPMENTS OF RESTRICTED ARTICLES

A surcharge will be added to the total charge for each shipment of goods subject to Department of Transportation Hazardous Materials Regulations, 49CFR; Parts 171-177 or to IATA/ICAO Regulations. Hazardous Materials will not be accepted for transportation from private individuals under any circumstances.

G. PACKING AND MARKING REQUIREMENTS

1. Shipments must be prepared or packed so as to insure safe carriage with ordinary care in handling.
2. Any article susceptible to damage through ordinary handling must be protected by adequate, proper packing and must be marked or bare appropriate labels.
3. Any article susceptible to damage because of any condition which may be encountered in air transportation, such as high or low temperature, high or low atmospheric pressure, or sudden changes in either, must be adequately protected with proper packing.
4. Each piece must be legibly and durably labeled with the name, address and zip code of the consignee and consignor.
5. Any shipment containing perishables, liquids of any kind, or glass or articles made wholly or partly of glass or glass bottles or containers, shall be prominently marked on the outside of the package to show the nature of the contents thereof.
6. Pieces with floor-bearing weight greater than 100 pounds per square foot must be provided with a skid or base which will reduce the floor-bearing weight to 100 pounds or less per square foot. The skid or base will be included in the gross weight of the piece and must be furnished by the consignor.
7. Each piece of a Collect on Delivery ("COD") shipment must be plainly marked to show that it is part of a "C.O.D." shipment and reflect the total number of pieces in the shipment.

XI. AIRWAYBILL AND SHIPPING DOCUMENTS

- A. The shipper will have the duty to prepare and present a nonnegotiable Airwaybill with each shipment tendered for carriage subject to these Terms and Conditions. If the shipper fails to present such an Airwaybill to Integres at the time of tendering the shipment, Integres may accept such shipment if accompanied by a nonnegotiable shipping document or memorandum. No Airwaybill or other shipping document or memorandum issued or accepted by Integres will be negotiable. Each such shipment will be subject to Integres' terms and conditions for service in effect on the date Integres accepts the cargo.
- B. The Airwaybill and terms and conditions applicable to the shipment will inure to the benefit of and be binding upon the shipper, the consignee and Integres.
- C. The Airwaybill and terms and conditions applicable to the shipment will apply at all times the shipment is being handled by Integres.
- D. Any shipment to be transported between the United States and its territorial possessions must be accompanied by the proper number of appropriate documents required by the government of the United States.

E. Any shipment to be transported between the United States, its territorial possessions and a foreign country must be accompanied by the proper number of appropriate export, import and other documents required by the government of the United States and the foreign country or countries concerned.

F. The Airwaybill and a Government Bill of Lading must accompany any shipment transported for the United States Government with the proper number of copies properly executed.

G. DESCRIPTIONS ON AIRWAYBILLS

1. Contents of shipments must be indicated by an accurate, specific description on an Integres Airwaybill.

2. The total number of pieces and weight in pounds of the shipment must be specified on an Integres Airwaybill.

XII. UNDELIVERABLE SHIPMENTS

Shipments that are refused by consignee, or which for any other reason cannot be delivered, including failed delivery resulting from an incomplete or incorrect address, will be promptly returned to shipper without additional charge. If the return of the shipment is refused by shipper, Integres will retain the package for a period not to exceed thirty (30) days. After the expiration of such thirty (30) day period, Integres reserves the right to dispose of such shipment without any liability therefore.

XIII. APPLICATION OF RATES AND CHARGES

A. BASIS

Rates and service quotations will be based upon the information provided by the consignor, but final rates and service may vary based upon the shipment actually tendered. Rates and services quoted will remain in effect for thirty (30) days from the date the information is given to the consignor.

Charges will be assessed at the rates effective the day the shipment is accepted by Integres.

When two or more rates are provided on the same commodity from or to the same points and are subject to different minimum quantities, the lesser of the following charges shall be applicable:

1. The charge computed on the quantity shipped at the rate applicable to such quantity;
2. The charge computed on the next greater quantity, for which a lower rate is provided at the rate applicable to such greater quantity.

B. PICKUP AND DELIVERY SERVICE

Pickup and delivery service is available between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Weekday pickup or delivery before 8:00 a.m. or after 5:00 p.m., or weekend or holiday pickup and delivery may be subject to an additional charge.

Requests for NextDay service must be booked prior to 3:00 p.m. for zones A, B and C as defined by Air Cargo Inc. ("ACI") and 2:00 p.m. for zones D and beyond.

C. BEYOND CHARGES

A shipment that originates from, or is destined to, a city located outside of zones A, B, and C as defined by ACI¹ will be assessed additional charges and may incur additional transit day(s). These beyond charges are added to the per pound or cwt. rate and will not show as a separate accessorial line item on the bill.

1. Except for shipments to/from Hawaii or Alaska, shipments having either an origin or a destination zip code located outside of zones A, B, and C as defined by ACI, will be subject to a Beyond Charge.
2. Except for shipments to/from Hawaii or Alaska, shipments having both origin and destination zip codes located outside of zones A, B, and C as defined by ACI, will be subject to a Beyond Charge.
3. Shipments to/from Hawaii, other than Oahu, and shipments to/from Alaska, other than Anchorage, Fairbanks, and Juneau, will have a Beyond Charge of \$40.00 added to the per pound or cwt. Rate.

D. CHARGEABLE WEIGHT

The costs to transport goods are dependent upon aircraft space and weight limitations. Thus, bulky shipments requiring considerable aircraft space are often charged a dimensional weight. Each shipment tendered to Integres is charged according to the actual weight or the dimensional weight, whichever is greater. Dimensional weight is computed by using a dim factor of 194 for domestic shipments and 166 for international shipments.

1. Actual Weight is the weight determined by measuring the shipment on a certified floor platform scale.
2. Dimensional Weight is calculated using the formula (length in inches) x (width in inches) x (height in inches), divided by the dim factor. Dimensional Weight is always rounded up to the next whole pound or kilogram, and calculated on the sum of the dimensions for all pieces contained in the shipment.

Example:

10" x 12" x 15" box, 50 pounds. Actual Weight = 50 lbs. Dimensional Weight = $(10 \times 12 \times 15) / 194 = 9.28 = 10$ lbs. Dimensional Factor = 194. The actual weight exceeds the dimensional weight. Thus, the actual weight (50 lbs.) will be used as the chargeable weight for the shipment.

E. OVERSIZE FREIGHT

Shipments containing a piece with a length, width, or height of forty-six (46) inches or greater may require a minimum up-charge of 30%. A shipment that contains a piece with a length, width, or height of one hundred twenty-six (126) inches or greater may require a minimum up-charge and Integres should be contacted for a quote. A shipment that contains a handling unit with a chargeable weight of two hundred fifty (250) pounds or greater which cannot be broken down may require an additional charge.

F. FUEL SURCHARGE / PROCESSING FEE

¹ Any origins or destinations not defined by ACI, or which are defined by ACI but at an airport that is not serviceable by Integres, will be assessed a beyond charge and subject to a pickup time based on Integres' definition of zones A,B and C to the nearest serviceable airport.

²ibid

A fuel surcharge and/or processing fee will be assessed and may vary dependent on market conditions.

G. SHIPMENT FEES

Document Preparation Fee: All shipments will be assessed a \$10 Doc prep fee to cover security and fuel surcharges.

Shippers Export Declaration: A shipper's export declaration is required if any single commodity is valued at \$2,500 or more. If Integres must create a Shipper's Export Declaration, the charge will applied.

H. QUOTATIONS

Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by Integres to the shipper are for informational purposes only and are subject to change without notice and shall not under any circumstances be binding upon Integres unless Integres in writing specifically undertakes the handling or carriage of the shipment at a specific rate. Additional services that are requested and/or required may incur additional costs according to the following schedule:

Logistics Service Schedule

Ref	Service	Fee Structure
1	Beyond Charges	
	- Beyond Origin OR Destination	per pound, Min \$10.00, Zones D - F. per pound, Min \$15.00, Zones G - I. per pound, Min \$20.00, Zones J - X, Beyond Zone X call for quote.
	- Beyond Origin AND Destination	per pound, Min \$20.00, Zones D - F. per pound, Min \$30.00, Zones G - I. per pound, Min \$40.00, Zones J - X, After Zone X call for quote.
	- Beyond Days	- plus one day transit time for pickup OR delivery in Zones G to Y, After Zone Y call for quote. - plus two days transit time for pickup AND delivery in Zones G to Y, After Zone Y call for quote.
2	Security/Handling	per shipment
3	Copies of Documents	Per HAWB, BOL, or POD
4	Declared Value	per \$100 of excess value, \$15 Min
5	Insurance	per \$100 of insured value, \$25 Min
6	Oversize	- 45" - 119" AND Overnight AM/PM, AND over 500 miles, upcharge = 30% - 72" - 119" AND 2nd Day AM/PM, AND over 1,000 miles, upcharge = 30% - Over 120" call for quote.
7	Hazardous Materials	Call for quote
8	Shippers Export Declaration (Puerto Rico)	per shipment
9	Perishables Handling	Call for quote

10	Temperture Control	Call for quote
	Pickup or Delivery Cartage	
11	Residential	per shipment
12	Two Man	per hour, 2 hour minimum
13	Liftgate Truck	per shipment
14	Inside (not on dock)	per shipment, plus \$.03 per lb
15	Exhibition/Convention	per shipment
16	Appointment (specific time)	per shipment, Zone ABC, Add \$40 After Zone C
17	Wait Time	Per 1/4 hour
18	Before 8:00/After 5:00	per shipment, Zone ABC, Add \$40 After Zone C
19	Saturday before 1:00 pm	per shipment, Zone ABC, Add \$40 After Zone C
20	Saturday PM, Sunday, Holiday	per shipment, Zone ABC, Add \$40 After Zone C
21	COD (Delivery only)	per shipment, or 1.5% of amount to be collected, whichever is greater

*Other charges may and will be aolied as incurred.

XIV. COLLECT ON DELIVERY (C.O.D.)

Integres provides C.O.D. service for collection and remittance for an additional charge.

Goods received with the shipper's or other third party instructions to C.O.D. by drafts or otherwise, or to collect on any specified terms by time drafts or otherwise, are accepted by Integres only upon the express understanding that it will exercise reasonable care in the selection of a bank, correspondent, carrier or agent to whom it will send such item for collection, and Integres will not be responsible for any act, omission, default, suspension, insolvency or want of care, negligence, or fault of such bank, correspondent, carrier or agent, nor for any delay in remittance lost in exchange, or loss during transmission, or while in the course of collection.

XV. DECLARED VALUE AND RISK INSURANCE

Integres provides excess declared value protection for shippers who elect to declare a value in excess of our normal liability limitation (\$0.50 per pound per piece, or \$50 per shipment whichever is greater). By declaring value consistent with the value of their merchandise, shippers are afforded protection against loss and/or damage to their goods that is the direct result of the negligence of Integres or the subcontracted carrier for that particular shipment.

A. Except as otherwise provided herein, a shipment will have a declared value of the greater of \$0.50 per pound per piece or \$50 per shipment, unless a higher value is declared on the shipment.

B. An additional carriage charge of \$0.50 shall be required for each \$100 (or fraction thereof) by which the value declared on the Airwaybill at the time of receipt of the shipment from the shipper exceeds \$0.50 per pound per piece or \$50 per shipment, whichever is higher.

C. A shipment of personal effects and/or gifts shall not be eligible for additional coverage. Any value exceeding \$0.25 per pound is at the shipper's risk and on the shipper's own insurance policy.

Shippers may elect to purchase insurance on an Integres Airwaybill entitling the shipper to all the benefits of declared value protection, plus the added protection against lost and/or damage caused by Acts of God, labor disturbances, riots, acts of terrorism, or hazards or dangers incident to a state of war.

1. Insurance is provided in accordance with the Terms and Conditions of our insurer — Lloyds of London. This document is available upon request.
2. Maximum liability is limited to \$1 million per shipment.
3. The premium will be set at \$0.75 per \$100, with a \$25 minimum.
4. Shipments exceeding \$50,000 will be booked only after review and acceptance by Integres.

XVI. SATISFACTION GUARANTEE

Integres Global Logistics is committed to providing reliable door-to-door shipping services to our customers. We offer a Satisfaction Guarantee for the following services, where such services are available: Next Flight, NextDay Express, NextDay, 2Day Express, 2Day.

In the event Integres delivers after the applicable delivery commitment published on our website at time of the booking, we will for US based payers, at our option, and upon request credit the applicable invoice. For Next Flight, NextDay and 2Day deliveries, Integres will credit only the difference between the transportation charges and the actual delivery charge. Our Satisfaction Guarantee is subject to the following conditions:

1. Each shipment bears the appropriate Integres Global Logistics Airwaybill, showing the consignee's correct name, phone number, deliverable address, and ZIP Code (or postal code for international shipments).
2. Integres is notified via the Overcharge Claim Form or by telephone (1-866-445-7447) of a service failure within fifteen (15) calendar days from the date of proof of delivery and is advised of the consignee's name, address, phone number, date of shipment, package weight, and Integres Global Logistics tracking number.

Under no circumstances shall Integres Global Logistics be liable for any special, incidental, consequential, or exemplary damages for failure to attempt delivery.

The guarantee does not apply to Integres Global Logistics shipments that are delayed due to causes beyond Integres Global Logistics' control, including, but not limited to, service interruptions as details in the terms and conditions, and the following: the unavailability or refusal of a person to accept delivery of a shipment; acts of God; acts of public authorities acting on the actual or apparent authority; acts or omissions of customs or similar authorities; the application of security regulations imposed by the government, or otherwise applicable to the delivery location; riots, strikes, or other labor disputes; civil commotions; disruptions in air or ground transportation networks, such as weather phenomena, and natural disasters. The guarantee does not apply to shipments where actual shipment details change after quoted or booked including, but not limited to: weight, dimensions, scheduled pickup and delivery.

This guarantee does not apply to Integres Global Logistics shipments that are picked up or scheduled to be delivered on national holidays, or between December 12 and December 25, or such additional blackout dates as established by Integres Global Logistics and posted on our website.

XVII. SERVICE LEVELS

Next Flight: For urgent shipments that require the fastest most direct routing. (Some restrictions apply).

NextDay Express: Expedited solution for delivery by noon the next business day for most shipments, later to other areas.

NextDay: Economical expedited solution for delivery by 5:00 PM the next business day, for most shipments.

2Day Express: Time-sensitive solution for delivery by noon the second business day for most shipments, later to other areas.

2Day: Cost-effective solution for delivery by 5:00 PM the second business day, for most shipments.

3Day: Reliable solution for delivery by 5:00 PM the third business day, for most shipments.

Deferred: Competitive solution for delivery in 3-5 business days.

Times noted above are local time, e.g., pick up times are based on local time of the origin (shipper's) location. Delivery times are based on the local time of the destination (consignee's) location.

XVIII. USE OF INTEGRES SERVICES

Integres reserves the right to terminate a shipper's access to Integres' services for any reason, including if Integres believes, in its sole discretion, that (i) Integres' services are being used for illegal purposes or for purposes not authorized by Integres, (ii) Integres or another party's rights are being jeopardized, (iii) Integres or any third party is potentially exposed to liability or damage of any type, or (iv) the shipper is violating these Terms and Conditions or any other applicable agreements between Integres and the shipper.

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