TERMS AND CONDITIONS FOR AIR SEA PACKING COLORADO LLC.

BY ACCEPTING CONTRACTOR'S SERVICES, YOU EXPRESSLY AGREE TO BE BOUND TO THE TERMS AND CONDITIONS SET FORTH BELOW. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

Definitions: Whenever the term "Client", "Shipper", "You" or "Your" appears herein, it shall refer to the person, entity, or company contracting for services or work by CONTRACTOR, including any agents, employees or assigns. Whenever the term "CONTRACTOR", "We," "Our" or "Us" appears herein it shall refer to Air Sea Packing CoLorado LLC. as the entity supplying or performing Service(s).

PLEASE NOTE THAT ALL WORK OR SERVICES OF ANY NATURE OR KIND WHATSOEVER PERFORMED BY OR ON BEHALF OF CONTRACTOR ARE AND SHALL BE SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN UNLESS SUCH TERM OR CONDITION IS EXPRESSLY WAIVED IN WRITING BY CONTRACTOR OR AN AUTHORIZED AGENT THEREOF. IT IS AGREED AMONG THE PARTIES INVOLVED THAT THE CONDITIONS OF CONTRACT OF CARRIAGE FOR THIS SHIPMENT ARE GOVERNED BY AIRSEA'S TARIFFS, AVAILABLE FOR INSPECTION AT AIRSEA'S OFFICES WHICH ARE HEREBY INCORPORATED INTO THIS CONTRACT, AND A COPY OF WHICH WILL BE SUPPLIED UPON REQUEST. PLEASE ALSO NOTE THAT THESE TERMS AND CONDITIONS MAY LIMIT THE SCOPE OF DUTIES, LIABILITIES OR OBLIGATIONS WHICH CONTRACTOR MAY ASSUME OR UNDERTAKE ABSENT SEPARATE WRITTEN AGREEMENTS. PARTICULAR ATTENTION SHOULD BE PAID TO THE LIMITATIONS CONTAINED IN THESE TERMS AND CONDITIONS.

1.0 **ESTIMATES**

1.1 The estimated price for CONTRACTOR's Service(s) set forth in Our written proposal **does not** include Customs duties or any other fees payable to national or local government bodies. Such charges and fees cannot be anticipated in full and if paid or advanced by CONTRACTOR, such charges will be passed on to You in addition to CONTRACTOR's charges for Service(s).

1.2 CONTRACTOR reserves the right to amend, alter and/or increase the estimated price set forth in its written proposal under the following conditions:

a. You do not accept the written proposal within fourteen (14) calendar days of issuance.

b. As a consequence of Your acts or omissions, CONTRACTOR is not able to complete the Service(s) set forth in the written proposal within ninety (90) days of the date of the Proposal.

c. Increase in CONTRACTOR's costs due to fluctuation in currency exchange rates from the rates in effect as of the date of the written proposal; changes in taxation rates or changes in third party freight charges beyond Our control.

d. Any additional Service(s) requested by You and not specifically itemized in the Proposal.

e. Delay caused by any *Force Majeure*.

f. Additional time or costs incurred as a consequence of site conditions which are not disclosed by You at the time of the proposal including but not limited to adequacy and availability of stairs, lifts, doorways, access points, streets, loading and unloading sites etc.

g. Any additional costs or expenses incurred as a result of the imposition of parking or standing fees or charges imposed upon CONTRACTOR in the performance of its Service(s).

h. Please take notice that if you do not elect for the additional coverage, there will be no coverage for loss or damage to your property beyond the insurance coverage disclosed in 11.1 below. If you accept offer of coverage under the Air Sea policy, such coverage will be subject to the terms and conditions of this policy of insurance.

2.0 **INVENTORY:** CONTRACTOR has provided to You an inventory of all goods being stored and/or transported by Us under this Agreement. The inventory provided to You shall be CONCLUSIVELY PRESUMED to be a complete and accurate list of property received by CONTRACTOR unless, within three (3) days of receiving the inventory, You notify Us in writing of any error/omission**.**

3.0 **CLIENT'S RESPONSIBILITIES DURING PROPERTY REMOVAL**

3.1 To the extent CONTRACTOR's Service(s) include removal of property from any location, the following shall be Your sole obligation and responsibility and CONTRACTOR assumes no responsibilities, liabilities or obligations in connection therewith and shall not be responsible for any loss, damage, delay or injury resulting from these matters:

a. You shall ensure that no property not intended for Service(s) by CONTRACTOR is removed from the premises and no property that is intended for Service(s) by CONTRACTOR is left behind at the premises from which property is being removed.

b. You shall obtain at Your sole cost and expense all documents, permissions, permits, or approvals necessary for the performance of the requested Service(s) by CONTRACTOR.

c. You shall be solely responsible for the security of Your property at the premises from which any property is being removed and at any destination point to which CONTRACTOR is contracted to deliver such property. You or Your authorized representative must be present at the time of any delivery and throughout the delivery process until completed. CONTRACTOR assumes no responsibility or liability for loss, theft or damage resulting from any lack of security at any pickup or delivery premises.

d. You shall be solely responsible for the proper and adequate preparation and stabilization of all electrical or electronic appliances and equipment including, but not limited to audio equipment, computer equipment etc., prior to removal of same from any premises by CONTRACTOR. CONTRACTOR shall not be liable for damage, loss, or injury to any such equipment resulting from movement, shaking, vibration or insufficient preparation by Client. **Under no circumstances shall CONTRACTOR be liable for loss or damage to any software or data arising from any Service(s) supplied by CONTRACTOR.**

e. You shall make any necessary arrangements and payment for any necessary parking facilities which may be required by CONTRACTOR to perform its Service(s). You are solely responsible for assuring appropriate and adequate physical access to Your premises to permit ingress and egress of CONTRACTOR vehicles.

4.0 **CLIENT'S REPRESENTATIONS**

4.1 By executing the contract for Service(s) with CONTRACTOR, You hereby represent and warrant that all goods, materials, property, merchandise, articles or items for which You have requested Service(s) from CONTRACTOR are solely the chattel property of Client and that Client possesses all necessary and legal rights and title in same to effect this contract.

4.2 You hereby represent and warrant that no property, goods, materials, merchandise, articles or items for which You are requesting Service(s) from CONTRACTOR are dangerous, hazardous or constitute illegal contraband under the laws of any country or state from, through or to which CONTRACTOR may be contracted to transport such items.

4.3 You hereby agree to defend, indemnify and hold CONTRACTOR harmless from and against any claims, actions, damages, fines, penalties suits or injuries, arising anywhere in the world, which arise out of or in connection with the accuracy or validity of the representations and warranties in Paragraphs 4.1 and 4.2.

5.0 **CUSTOMS DOCUMENTATION**

5.1 It is the responsibility and obligation of Client to ensure the accuracy of any description of goods, articles, merchandise or property being transported internationally by CONTRACTOR and to assure that all local legal requirements for export or import, customs declarations and documentation are accurate, adequate and complete. This obligation shall apply to property and goods transported by Us as well as any property or goods shipped by Client directly for which CONTRACTOR has been retained to clear Customs inspection.

5.2 Subject to Client's obligations in Paragraph 5.1, CONTRACTOR will present and process Your prepared customs documentation to appropriate officials and agencies as necessary to effect transportation of such property.

5.3 You hereby agree to defend, indemnify and hold CONTRACTOR harmless from and against any claims, actions, damages, penalties, suits or injuries, arising anywhere in the world, which arise out of or in connection with the accuracy, sufficiency or validity of any customs documentation prepared by You and proffered in good faith by CONTRACTOR in the transportation of Your property.

5.4 CONTRACTOR shall not be liable or responsible for any loss, damage, delay, cost, penalty or other expense of any nature whatsoever, occasioned by or arising out of any inaccuracy, insufficiency, invalidity or inadequacy of any customs documentation prepared by Client.

6.0 **PACKING**

6.1 If indicated on the contract for service(s), We shall pack items for storage or for carriage by land, sea or air. The choice of materials used in the packing of such items shall be at Our sole discretion.

6.2 You shall have the obligation to inform CONTRACTOR of any special packing requirements, particular faults or fragility of which You are aware and which would affect the manner and method utilized by CONTRACTOR to pack Your property. CONTRACTOR shall not be responsible or liable for any loss or damage occasioned by Your failure to so notify CONTRACTOR.

7.0 **EXCLUDED SERVICES**

7.1 Unless set forth in writing on the contract for Service(s), CONTRACTOR will not:

a. Dismantle, disassemble, assemble or reassemble products composed of medium density fiberboard (MDF); chipboard or unit furniture (flat-pack type assemblies).

b. Disconnect or reconnect any appliances from or to any service, utility, fitting, or other equipment. This includes, but is not limited to, computer equipment, electronics, kitchen large or small appliances, audio equipment etc.

c. Remove or place fitted floor coverings.

d. Hang or fit curtains, blinds or other window coverings, pictures, artwork, or other wall hung items.

e. Move or transport night storage heaters (unless dismantled by others), safes, or any article weight greater than 550 pound (250 Kg).

f. Move, transport, or store any items specifically excluded from Our Service(s) under Paragraph 8.0 below.

7.2 CONTRACTOR shall not be responsible, and You agree to hold Us harmless from and against any loss, damage, liability, cost, claim or injury arising from the performance of any of the above Excluded Service(s) by CONTRACTOR unless such Service(s) are specifically referenced and agreed to in writing in the contract for Service(s). You further agree to hold Us harmless from and against any loss, damage, liability, cost, claim or injury arising from the performance of any of the above Excluded Service(s) by any independent contractor, staff or employee of Client.

8.0 **EXCLUDED PROPERTY/GOODS**

8.1 **THIS PROVISION LIMITS OUR LIABILITY. PLEASE READ IT CAREFULLY.** CONTRACTOR accepts no responsibility, liability or obligations for loss, damage or injury to any of the following classes/types of articles or goods which may occur in the course of packing (if applicable), moving, transportation, loading, unloading, storing or shipping regardless of cause:

a. Jewelry, watches, precious stones, money, deeds, securities, tickets, stamps, coins, or similar collections.

b. Potentially dangerous, damaging, or explosive items or any hazardous materials.

c. Goods, property, or products likely to encourage vermin or other pests or to cause infection.

d. Refrigerated or frozen food or drink.

e. Any animals, including pets, birds or fish, and their cages or tank.

f. Plants or other growing things may be removed at Our discretion but not stored.

g. Computer, telecommunications or other electronic equipment and any data or software stored in them.

9.0 **RIGHT TO INSPECT**

9.1 In the interests of health, safety and security, We reserve the right to open or inspect any packages, boxes and/or goods and to properly and immediately dispose of any materials, goods, or objects which pose a risk or threat to the health, safety, welfare or security of Our personnel or third parties or which we reasonably and in good faith believe pose a threat to health, safety welfare or security of Our personnel or third parties.

9.2 You agree to waive any claim and to hold Us harmless from and against any loss, damage, cost or expense associated with the disposition of such materials goods or packages. Without limiting such waiver, in the event the products, materials, packages, boxes or goods do not represent an immediate threat to health, safety or welfare of Our personnel or third parties in the sole opinion of CONTRACTOR, We will make a reasonable good faith effort to contact You to arrange for removal of such items from Our possession, custody and control.

10.0 **PAYMENT TO CONTRACTOR**

10.1 Unless expressly agreed in writing, all costs, charges, duties, reimbursements, fees and all other charges are due and payable immediately upon receipt of invoice, and all payments for storage costs and any other accrued charges, must be paid in full before property is released or delivered from storage.

10.2 All invoiced charges not paid within thirty (30) days of invoicing shall accrue interest at the rate of 1.5% per month or portion thereof upon any outstanding balance. All charges are payable in U.S. Dollars by check, bank draft, certified check, cashier's check, U.S. Money Order or Electronic wire transfer drawn upon a U.S. banking institution. Cash may be received in payment only at CONTRACTOR offices in person. CONTRACTOR reserves the right to decline or to make additional charge for accepting payment by other means in Our discretion.

10.3 Unless CONTRACTOR has expressly agreed to accept payment upon other terms, payment of the estimated charges for CONTRACTOR's Service(s) must be received prior to commencement of Service(s). Failure to pay the estimated costs of Services as specified, may constitute ground for cancellation of the Contract and denial of Service(s). CONTRACTOR shall not be liable or responsible for any cost, expense, damage, or injury arising out of denial of Service(s) due to the failure of Consumer to effect timely payment.

11.0 **LIABILITIES FOR LOSS OR DAMAGE | INSURANCE**

11.1 **THE FOLLOWING PROVISIONS AFFECT AND LIMIT OUR LIABILITY TO YOU FOR LOSS OR DAMAGE. PLEASE READ THESE PROVISIONS CAREFULLY**. CONTRACTOR's liability, in the absence of a higher declared value for carriage, is limited to a minimum of $50.00 per shipment or $0.66 per pound, per piece, of cargo lost, damaged, misdelivered, or otherwise adversely affected, but in no event shall exceed the actual invoice value of the goods. This limitation is subject to provisions as published in CONTRACTOR's governing tariffs in effect at the time of this shipment. Declared values for carriage in excess of $0.66 per pound, per piece, shall be subject to an excess valuation insurance charge. SHIPPER may elect a higher rate of coverage by declaring a value for the cargo in excess of $0.66 per pound on the contract or bill of lading. We shall not be liable in any event for any special or consequential damages including but not limited to loss of profits, income, utility or market value whether or not We had knowledge that such damage might be incurred. This limit shall apply even if the lost or damaged article forms part of a pair or set or had exceptional or antique value before it was lost or damaged. For items that are damaged, we reserve the right to pay for the repair or replacement of the item at Our sole discretion. We shall not be liable for any loss or damage, cost, expense or injury resulting from:

a. Fire, loss or damage while Your property is in storage and not under Our control.

b. Moth, vermin or similar infestation or inherent vice or defect of any property.

c. Cleaning, repairing or restoring of any property unless separately contracted.

d. War, invasion, acts of foreign enemies, hostilities (war declared or not), civil war, rebellion, military coup, terrorism, force majeure or act of God.

e. Wear and tear, leakage or evaporation, atmospheric or climatic changes.

f. Death, injury, sickness or disease arising from the removal or warehousing of any frozen food or drink. Frozen goods are only moved at Your sole risk.

g. Any consequential loss or damages of any kind, including loss of profit or anticipated profits, emotional damages, loss of prospective advantage etc..

h. Items which are brittle or have an inherent defect or which have been previously broken and repaired, deep freezers, clockwork, electronic or motor-driven goods (unless there is external evidence of impact damage resulting from Our handling), sensitive equipment, MDF or self-assembly furniture that is dismantled and/or reassembled regardless of who built it originally, or which is unsuitable for transportation, or surfaces coated in polyester lacquer or which have been refined or restored less than 1 year before the Work.

i. Any goods, which are not both packed and unpacked by Us.

j. Property that is left by You inside cupboards or other furniture during pickup transportation, storage or delivery.

k. Food, animals, plants or other living things.

l. Fixtures, fittings, property or goods to which damage is unavoidable due to conditions of access to any premises from which such property is retrieved or to which it is delivered.

m. Delivery of any property or goods to Our possession via third party carrier (e.g. courier/commercial post carrier etc.).

n. Any class of property, goods or articles referred to in Paragraph 8.

o. Computer software or data. We strongly advise you to back up all valuable data or information prior to packing or transportation of such equipment.

p. Items collected from or delivered to premises which are unattended or unoccupied by You or Your authorized agent.

q. Items removed or left behind in error (see Paragraph 3.1(a))

r. Items removed by others.

11.2 You hereby agree to indemnify, defend and hold CONTRACTOR, its agents, servants, employees, subsidiaries, parents, affiliates, representatives, officers and directors harmless from and against all liabilities, losses, damage, costs and/or expenses of whatever nature which may result from Us acting on Your instructions or arising from any breach by You of any warranty or condition contained in these Terms and Conditions or from Your negligence whether or not in combination with others and excepting therefrom only such losses or claims which arise from the sole

negligence of CONTRACTOR.

11.3 If any claim is made against Us by anyone other than You/Your agent arising out of or in connection with any Service(s) provided by Us, You hereby agree to indemnify, defend and hold CONTRACTOR, its agents, servants, employees, subsidiaries, parents, affiliates, representatives, officers and directors harmless from and against any charges, expenses, damages or penalties claimed against us except in the case where We are found to have been negligent in a court of competent jurisdiction.

11.4 **Liability of the CONTRACTOR and insurance company for loss or damage shall be subject to Shipper's compliance with these terms and conditions.**

12.0 **DELAYS IN TRANSIT**

12.1 In the event of delay in the transportation of Your property beyond a reasonable time after the schedule provided in Our agreement with You, and such delay is reasonably within Our control, We will pay Your reasonable expenses resulting from such avoidable delay up to a maximum of $100.00.

12.2 If through no fault of CONTRACTOR, We are unable to deliver goods as originally scheduled, We will deliver such goods into storage. Such delivery shall be conclusively deemed full delivery of such goods as originally contracted. Thereafter, any additional service(s), including storage and delivery from storage, shall incur additional charges in accordance with Our regular schedule of fees and charges.

13.0 **DAMAGE TO PREMISES**

13.1 We shall not be liable for any damage to any premises from which We retrieve Your property or to which such property or goods are delivered which is not the direct result of gross negligence on the part of CONTRACTOR. In the event such damage is caused by Our sole negligence, Our liability shall be limited to a maximum of $50.00 in the aggregate for all such damage unless You have specifically included, in Your written contract with Us, that You wish Us to arrange Property Damage Insurance.

13.2 Any damage to premises must be noted in writing on the collection or delivery note. Failure to note any damage to premises on the collection or delivery documents at the time of collection or delivery shall constitute a waiver of any rights or claims to damage to the premises.

14.0 **TIME LIMITS FOR CLAIMS**

14.1 Any claim for any form of damage, loss, injury, deterioration and any other claims arising from any Service(s) performed by CONTRACTOR whatsoever, shall be barred and deemed waived unless notice of loss and/or damage shall have been received by Us in writing AND:

a. If You or Your agent collect property from Our premises, to which any damage or loss is claimed from Us, We will not be liable for any loss or damage unless We are notified in writing at the time such property is removed from Our custody or control.

b. If We deliver goods to a premises, any damage or loss must be recorded in writing on the signed delivery documents and in no event later than 48 hours after delivery.

c. If We ship goods overseas, any damage or loss must be recorded in writing on the release documents and in no event later than 48 hours after release from Customs.

14.2 Any claim or demand for arbitration shall be commenced against Us within no more than one (1) year from the date set forth in either subsection a or b of this section regardless of any state or jurisdictional statute of limitations or similar statute of repose that may apply to such claims. Failure to commence an action or proceeding within the time limits prescribed by this section shall constitute a waiver of all such claims.

15.0 **OUR RIGHT OF LIEN**

15.1 CONTRACTOR claims a lien upon any property in its possession, custody or control to ensure payment of its accrued fees, charges and expenses. Subject to applicable law, We have a legal right to withhold or ultimately dispose of some or all of any property left in storage or in Our possession, to satisfy any outstanding charges and other payments due under this contract. These include any charges that We have paid on Your behalf. While We hold Your property, even if that is due to Your failure or refusal to pay accrued and outstanding charges, You will be liable to pay all storage charges and all other costs incurred in holding Your goods and property and these terms and conditions will continue to apply. All such accrued storage fees and charges may be added to any existing balance to be satisfied by the sale or disposition of any goods left in Our possession. **See page 1 of this Agreement regarding Your rights to pursue arbitration of disputes through the Better Business Bureau.**

16.0 **OUR RIGHT TO SELL PROPERTY**

16.1 Subject to Your right to commence an arbitration with the Better Business Bureau to challenge disputes, if Your account is not paid, We are entitled to give you 28 day's notice to remove Your goods from Our custody and pay all money due to Us. If You do not make this payment, We are entitled to sell or dispose of some or all of Your property without further notice. If in Our reasonable opinion or the opinion of a competent adviser any item is of no resale value or the costs of sale would exceed the likely proceeds, We are entitled to dispose of the property as, in Our sole discretion, may be appropriate. If We sell Your goods We will make good faith reasonable efforts to sell them at a fair market price. However, We shall have no liability of any kind whatsoever if such sale does not realize any particular or anticipated value. We are entitled to make a charge for valuation, administration, delivery and all other costs, expenses and work incurred in the course of such sale proceedings as well as storage fees involved in sale or disposal of the Property. All such additional charges will be added to Client's account. Any proceeds of such sale will be credited to Your account. In the event any sale proceeds exceed the account balance, such surplus will be paid to You within thirty (30) days of the completion of the sale without interest.

17.0 **CHOICE OF LAW**

17.1 The validity, construction, enforceability and performance of this contract shall be governed in all respects by the substantive law of the State of New York, without regard to contrary principles of conflicts of laws.

18.0 **OUR RIGHT TO SUBCONTRACT THE WORK**

18.1 We reserve the right, in Our sole discretion, to subcontract all or part of work. All subcontracted work shall be carried out in accordance with, and subject to, these terms and conditions.

19.0 **NOTIFICATION OF ADDRESS**

19.1 While Your property is in storage and under Our care, You will keep Us informed of Your current address. Notification of change of address will not be effective unless You inform Us in writing and We acknowledge in writing that We have received it. We will make this acknowledgment promptly. All correspondence and notices will be PRESUMED to have been received by you 7 days after We posted it to the last address You reported to CONTRACTOR.

20.0 **STORAGE CONTRACTS**

20.1 Charges agreed upon for storage of property shall be set forth and established in writing prior to the acceptance of Property for storage by Us. We reserve the right, subject to these provisions, to change or amend storage charges and the terms of such storage, from time to time. In the event of such changes or amendments, We shall deliver written notice of change or amendment not less than 45 days prior to implementation of such new terms and conditions. No changes or amendments shall be effective or apply less than 45 calendar days from the date of such written notice. Continued storage of Your property with Us thereafter shall constitute acceptance and adoption of any such new terms or conditions, charges or rates.

20.2 All storage charges will be invoiced and are payable one (1) month in advance. If You remove the goods from storage before the expiration of the prepaid period, We will credit Your account for the unexpired portion of the period for which We have billed you, but not for unexpired periods of less than one complete week. All accrued charges must be paid before goods are released from storage. **See Paragraphs 15 and 16 with respect to Our rights to withhold or dispose of your property pending payment of Our accrued fees and charges.**

20.3 You are entitled to terminate the storage contract by giving us written notice not less than fourteen (14) calendar days before the effective date of such cancellation. We reserve the right to charge for the full 14-day period of notice. Subject to the terms and conditions in this document and the timely payment of accrued charges, costs and expenses by Client, We shall not terminate any storage contract upon less than thirty (30) day's notice.

20.4 We are entitled to make a separate charge for stowing or unstowing of Your property while in storage including the initial and final movement into and out of store and, if You do not use us for delivery or collection of Your property to or from the warehouse, we shall make a charge for receiving or delivering it to Your designee.

21.0 **MANDATORY ARBITRATION**

21.1 Any dispute between Contractor and the Client shall be submitted to mandatory arbitration with the American Arbitration Association in the jurisdiction in which the goods which are the subject of the dispute are or were stored. Notwithstanding the foregoing, at Your option, we will submit to final and binding arbitration in accordance with the arbitration rules of the Better Business Bureau of Metropolitan New York, Inc. for any dispute that arises out of: (a) Contractor's Intended sale of Your goods for non-payment and (b) any other dispute involving Your goods where the amount In controversy Is between $100 and $2,500. For information about arbitration, call the Better Business Bureau at 212.533.6200 or write to the Better Business Bureau at 257 Park Avenue, New York, New York 10010 (Attn: Arbitration).

22.0 **SEVERABILITY**

22.1 The provisions of this Agreement are severable, and if any provision of this Agreement is found to be unenforceable, such provision may be severed or modified and all other provisions shall remain fully valid and enforceable.