

TRANSPORTING TROPHY MOUNTS WORLDWIDE



TROPHY TRANSPORT

The Premiere Big Game Shipping Experts

Conditions of Contract

Innovative Transportation Solutions, Inc. (DBA Trophy Transport) Terms and Conditions

DEFINITIONS: On this Waybill, "we", "ITS" and "us" refer to Trophy Transport and respective employees, agents and contractors. "You" and "Yours" refer to the shipper, its employees and agents and to all others with interest in the shipment. "Shipment" means all packages that are tendered to and accepted by us on a single Waybill. No agent, servant or representative of Carrier has authority to alter, modify or waive any provisions of the contract.

AGREEMENT TO TERMS: By giving us your shipment to deliver, you agree to all terms on this NON-NEGOTIABLE Waybill, our tariff, if any and our current TERMS AND CONDITIONS, which are available upon request. If there is a conflict between this Waybill and the TERMS AND CONDITIONS, the latter will control. No one is authorized to alter or modify the TERMS AND CONDITIONS.

RESPONSIBILITY FOR PACKAGING AND COMPLETING WAYBILL: You are responsible for adequately packaging your goods and properly filling out the Waybill. Omission of the number of pieces and the weight from this Waybill will result in a billing based on our best estimate of the number of pieces received from you and an estimated default weight per piece as determined and periodically adjusted by us. All shipments will be charged on a basis of either actual or dimensional weight whichever is greater. For international shipments, pounds shall be converted to kilos.

RIGHT TO INSPECT: We may, at our option or at the request of governmental authorities, open and inspect your shipment at any time.

ROUTING METHOD: ITS will determine the routing and method of transportation, including choice of agents, unless express instructions are received from the Customer, the ITS Worldwide Air/Ground Network has complete freedom in choosing the means, route and procedure to be followed in handling, transportation and delivery.

TSA REGULATIONS: "Cargo items tendered for Air Transportation are subject to Aviation Security Controls and when appropriate, other governmental regulations." Copies of all relevant shipping documents showing the cargo's consignee, consignor, description and other relevant data will be retained on file for at least thirty (30) days. The Transportation Security Administration (TSA), which governs the air industry has instituted regulations and amendments that govern the movement of cargo on air carriers. ITS is in full compliance with all applicable TSA regulations and amendments. All shippers for air services must comply with all ITS/TSA requirements. If these requirements are not met then we cannot ensure service levels, for we will have to use alternate means to deliver your shipments. Any questions, please contact ITS Customer Service at 877-644-9757.

DANGEROUS GOODS: If the shipment contains dangerous goods, as hereafter defined, the shipper shall have the responsibility to so state on the Waybill and shall also submit a signed Shipper's Declaration for Dangerous Goods. Dangerous Goods means those commodities which are transported in accordance with the provisions set forth in:

- I. Title 49 of the U.S. Code of Federal Regulations (CFR). Revisions thereto or reissues thereof.
- II. The "Dangerous Goods Regulations" published by the International Air Transport Association (IATA), revisions thereto or reissues thereof.
- III. The International Civil Aviation Organization (ICAO) "Technical Instructions for the Safe Transport of Dangerous Goods by Air", revisions thereto or reissues thereof.

GOVERNMENTAL REGULATIONS: The shipper shall comply with all applicable laws and government regulations of any country, to, from, and through or over which the goods may be carried, including those relating to packaging, carriage, or the delivery of the goods and shall furnish such information and attach such documents to this Waybill as may be necessary to comply with such laws and regulations. Carrier is not liable to the shipper for loss or expense due to the shipper's failure to comply with this provision.

QUALIFIED ACCEPTANCE: We reserve the right to reject a shipment at any time when such shipment would be likely to cause damage or delay other shipments, equipment or personnel or is prohibited by law or in violation of any rules contained in the Waybill or INNOVATIVE TRANSPORTATION SOLUTIONS Terms and Conditions.

RESPONSIBILITY FOR PAYMENT: Even if you give us different payment instructions, you will always be primarily responsible for all delivery costs, as well as any costs we may incur in either returning your package to you or warehousing it pending disposition. BOTH SHIPPER AND RECEIVER ARE JOINTLY RESPONSIBLE FOR ALL FREIGHT CHARGES.

C.O.D. SERVICE: ITS, at the shipper's request, will collect a check from the receiver, made payable to the shipper, but will not be responsible for the guarantee of the funds collected. The amount to be collected must be indicated in the appropriate area of the Waybill. The fee for C.O.D service is 3% of the C.O.D. amount collected, subject to a \$10.00 minimum charge. The stated liability and provisions for declared value and excess valuation apply to all shipments including C.O.D. shipments. If the C.O.D. amount is also represented to be the value of the shipment for the carriage, the amount must be placed in the declared value box and appropriate charges will be assessed.

DECLARED VALUE LIMITS: The highest declared Value for a Shipment we allow, unless prior authorization is received from the Director of Loss Prevention or Corporate Officer is \$25,000, unless your shipment contains items of "extraordinary value" in which case the highest declared value we allow is \$50.00. Items of "extraordinary value" include artwork, jewelry, furs, precious metals, negotiable instruments, and other items listed in our current TERMS AND CONDITIONS.

LIMITATION OF OUR LIABILITY & LIABILITIES NOT ASSUMED: Our liability for loss or damage to your shipment is limited to \$0.50 per pound multiplied by the number of pounds of each piece(s) of the shipment that may have been lost or damaged (but not less than \$50.00 per shipment), or the actual value of such piece(s), whichever is less, plus the amount of any transportation charges relating to such shipment or piece for which we may be liable unless you pay for and declare a higher value for carriage. We do not provide risk insurance (for domestic shipments), but you may pay an additional charge for each \$100 of declared value. If you declare a higher value and pay an additional charge, our liability will be the lesser of your declared value or the actual value of your shipment.

LIABILITIES NOT ASSUMED: IN ANY EVENT WE WILL NOT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF INCOME OR PROFITS) WHETHER OR NOT WE HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED. We will not be liable for your acts or omissions, including, but not limited to incorrect declaration of cargo, improper or insufficient packing, securing, marking or addressing of your shipment, or for the acts or omissions of the recipient. Also, we will not be liable if you or your recipients violate any of the terms of our agreement. We will not be liable for loss or damage to shipments of cash, currency or other prohibited items. We will not be liable for loss, damage, or delay caused by events we cannot control, including, but not limited to acts of God, perils of air, weather conditions, mechanical delay, acts of public enemies, war, strikes, civil commotion, or acts of omissions of public authority (including customs and health officials) with actual or apparent authority.

NO WARRANTIES: We make no warranties, expressed or implied.

FOR INTERNATIONAL SHIPMENTS ONLY: ITS accepts this document as the Shipper's Letter of Instruction and International Waybill and will prepare any required export documentation from the information shown hereon. For some shipments ITS may act as an agent for the airline, in which case the airline's tariff applies. The rules relating to the liability established by the Montreal Protocol No. 4 shall apply to the international carriage of shipments. Insofar as the same governed thereby for international shipments, this Waybill shall be deemed a Waybill within the meaning of the Montreal Protocol No. 4. The Montreal Protocol No. 4 limits our liability to 17 Special Drawing Rights per kilogram, unless you declare a higher value or purchase insurance and pay applicable charges. In instances where Montreal Protocol No. 4 is not applicable, our liability for loss or damage to shipments is limited to \$9.07 per lb. or \$0.50 per lb. depending upon the country of origin. If you do not complete all the documents required for carriage, you hereby instruct us, where permitted by law, to complete the documents for you, at our option and at your expense, and to attach them to your Waybill, but we are not obligated to do so. We assume no liability to you or any other person for any loss, or expense due to your failure to comply with this provision. You further agree to hold us harmless from and against all claims, damages, liabilities, actions, losses, costs, and expenses of any nature whatsoever arising out of your providing to us incomplete, inaccurate or false documentation or your failure to provide required information.

C.O.D. SERVICE: Innovative Transportation Solutions does not provide C.O.D. service on international shipments.

CUSTOMS CLEARANCE: By giving ITS this shipment, you hereby appoint ITS as your agent solely for performance of customs clearance and certify us as the nominal consignee for the purpose of designating a customs broker to perform customs clearance (unless you specify a customs broker on the front of this Waybill in the box provided) (where available). In some instances, local authorities may require additional documentation confirming our appointment. It is your responsibility to provide proper documentation and confirmation when required. You are responsible for and warrant your compliance with all applicable laws, rules, and regulations, including but not limited to customs laws; import, export and re-export laws; and governmental regulations of any country to, from, through, or over which your shipment may be carried. You agree to furnish such information and complete and attach to this Waybill such documents necessary to comply with such laws, rules and regulations. We assume no liability to you or any other persons for any losses or expenses due to your failure to comply with this provision. You are also responsible for all charges; including transportation charges and all duties, customs assessments, governmental penalties and fines, taxes and our lawyers' fees and legal costs related to this shipment.

EXPORT CONTROL: You authorize ITS to act as forwarding agent for you for export control and customs purposes. You hereby certify that all statements and information contained in the Waybill and any accompanying documents relating to exportation are true and correct. Furthermore, you understand that civil and criminal penalties, including forfeiture and sale, may be imposed for making false or fraudulent statements; for violation of any United States Laws or exportation, including but not limited to 18USC Sec. 305; 22 USC Sec. 401, 18 USC Sec. 1001, and 50 USC App, 2410; or the violation of export laws to other countries.

FILING A CLAIM: Time limits for filing claims:

Domestic Shipments: (Between points in the United States and Puerto Rico)

1. Claims for visible damage or shortage must be received in writing within 120 days from the date of delivery.
2. Claims for non-delivery must be received in writing within 120 days from the date of acceptance of the shipment by us.
3. Notification of concealed damage or shortage must be reported to our Claims Department within 72 hours of delivery and a formal written claim must be received within 15 days from the date of delivery.

International Shipments:

1. Notice for non-delivery or shortage of a shipment must be reported to us in writing within 120 days after the acceptance of the shipment by us.
2. Notice of loss due to damage or shortage, whether discovered at the time of delivery or thereafter, must be reported to us in writing within 14 days from the date of delivery.

Overcharge Claims- Claims for overcharge or refunds must be made in writing within 90 days to:

Innovative Transportation Solutions, Inc. (DBA Trophy Transport)
8510 Rosedale Drive, Oak Ridge, NC 27310. Accounts Receivable Manager

Copies of all pertinent documents must accompany all claims.

If the recipient accepts your shipment without noting any damage on the delivery record, we will assume that the package was received in good condition. In order for us to process your claim, you must make the original shipping cartons and packing available for inspection. SHIPMENTS NOT ACCEPTABLE FOR TRANSPORTATION, REFER TO OUR TERMS & CONDITIONS OF CONTRACT.

Payment of claim shall be subject to proof of actual damages suffered. In cases of loss, damage to part of the consignment, the weight to be taken into account in determining Carrier's limit of liability shall be only the weight of the package or packages concerned. Any right to damages against Carrier shall be extinguished unless an action is brought within two years from the date of arrival at destination, or from the date on which the aircraft ought to have arrived, or from the date on which the transportation stopped.

NOTICE: Innovative Transportation Solutions, Inc. is not obligated to act on any claim until all transportation charges are paid in full. Claims may not be deducted from transportation charges.

For clarification on any of these conditions of contract, please refer to the ITS Terms & Conditions of Contract, which are available upon request.

CORPORATE HEADQUARTERS: 877-644-9757
Innovative Transportation Solutions, Inc. (DBA: Trophy Transport)
8510 Rosedale Drive, Oak Ridge, NC 27310. Accounts Receivable Manager