

MYERS FREIGHT, INC.
TERMS AND CONDITIONS OF CONTRACT
("RULES TARIFF")

1. These terms and conditions apply to any and all shipments tendered to Myers Freight, Inc., Inc. and / or any contract agent acting on its behalf (hereinafter collectively "Myers Freight, Inc."), effective April 18th, 2008, and may not be altered or waived unless agreed to in writing by a Myers Freight, Inc. corporate officer.
2. As used herein, "shipper" means any and all entities tendering shipment to Myers Freight, Inc. for carriage, including entities physically tendering shipment and entities on whose account shipment is to be made. As used herein, "shipper" shall include, but is not limited to, air freight forwarders, property brokers, surface forwarders / consolidators, customs brokers, and other logistics providers. Although used herein in the singular, "shipper" shall include multiple parties in the event multiple parties are involved. "Consignee" shall mean the party or parties to whom the shipment is to be delivered. As respects these terms and conditions, the shipper agrees to them on behalf of themselves, and on behalf of the consignee.
3. The shipper and consignee shall be jointly and severally liable for all charges payable on account of shipment, including sums advanced or disbursed by or on behalf of Myers Freight, Inc. Any amounts due to Myers Freight, Inc. not paid within 30 days shall incur interest at 18% per annum from the date payment is due until received, or, if such rate is legally excessive, at the maximum rate legally permitted. If collection efforts are required by Myers Freight, Inc. to collect any amount due, the shipper, and / or consignee where applicable, shall be liable for any and all reasonably incurred costs and fees, including attorneys' fees.
4. Myers Freight, Inc. shall have a lien on all shipments in its possession, whether actual or constructive, tendered to it by the shipper for any and all amounts due it by the shipper. This shall be a general lien on all shipments in its possession tendered by the shipper, and not limited to a specific lien on shipments for which charges are due. Enforcement of liens may be on any commercially reasonable terms.
5. Except as applicable law may otherwise require: (a) Myers Freight, Inc. shall not be liable for any loss or damage arising out of or in connection with the shipment, unless proven to have been caused by the negligence or willful fault of Myers Freight, Inc., and without any contributory negligence or other fault of the shipper or consignee; (b) Myers Freight, Inc. shall in no circumstances be liable for any loss or damage to uncrated, unprotected, improperly described, or improperly packaged merchandise, and the shipper and consignee agree to defend and indemnify Myers Freight, Inc. for any claims, suits or other demands related to any such shipments; (c) Myers Freight, Inc. shall not be liable for any loss or damage arising out of compliance with laws, government regulations, orders or requirements; (d) Myers Freight, Inc. shall not be liable for any loss or damage from any cause beyond its control; and (e) Myers Freight, Inc. shall not be liable for any loss or damage whatsoever arising out of C.O.D.collections efforts; such efforts being

undertaken as an accommodation only, and without any recourse against Myers Freight, Inc..

6. As is industry standard, Myers Freight, Inc. bases its charges and published tariff on the assumption of a limit of liability in the amount of \$0.50/lb. In the absence of a declared value, the liability of Myers Freight, Inc. shall be limited to \$0.50 per pound for that part of the shipment damaged or lost, but not less than \$50.00 per shipment. The weight used to determine the limit of liability shall be the same as that used to determine the freight charges for the shipment. Shipments with a declared value in excess of \$0.50 per pound or \$50.00 per shipment, whichever is greater, shall be subject to increased freight charges. The liability of Myers Freight, Inc. for any damage or loss shall be limited to the value declared by the shipper in writing to Myers Freight, Inc.. Shipments with a declared value in excess of \$25,000 will be accepted only if agreed to in writing by a Myers Freight, Inc. corporate officer. Shipments with declared values in excess of \$25,000 that may inadvertently be accepted without the written approval of a Myers Freight, Inc. corporate officer shall still be subject to all terms and conditions, including but not limited to limitation of liability. With regard to declared value shipments, Myers Freight, Inc. shall not be liable for more than the proportionate amount the loss or damage to items actually lost or damaged bears to the entire shipment. In no circumstances shall the liability of Myers Freight, Inc. exceed the actual value of items lost or damaged.

7. Items of a fragile nature shall not be accepted for carriage unless agreed to in writing by an Myers Freight, Inc. corporate officer. Such items shall include but not be limited to: statues of any kind, antiques of any kind, glass, crystal ware, glass bottled goods, china, audio and / or video equipment of any type, cameras, clocks, stoneware, pottery, earthenware, marble and marble tiles, lighting fixtures with or without bulbs, display booths or cases which include lighting fixtures with or without bulbs, paintings and artwork, electric bulbs, vacuum flasks, vitreous enameled objects, cast iron objects, bricks, firebricks, crucibles, asbestos, cement products, carborundium wheels, and radio/TV/cathode ray and similar transmitting or receiving tubes. Hazardous materials shall not be accepted for carriage under any circumstances. Items of a fragile nature that may be inadvertently accepted without the written approval of a Myers Freight, Inc. corporate officer shall still be subject to all terms and conditions, including but not limited to limitation of liability, whether or not any declared value is made.

8. No time is fixed for the completion of carriage, and Myers Freight, Inc. shall not be liable for any loss or damage caused by delay, and Myers Freight, Inc. shall not be liable for any loss or damage caused by any failure to commence or complete carriage within a certain time. Myers Freight, Inc. assumes no obligation to carry goods over any particular route or to any particular connection point according to any particular schedule, and Myers Freight, Inc. is authorized to select or deviate from the route or routes of carriage, regardless of what may be stated on any bill of lading or other transportation document. Myers Freight, Inc. does not assume any obligation to carry the goods in any particular vehicle, and Myers Freight, Inc. may without notice substitute alternate methods of transportation.

9. Myers Freight, Inc. shall not be liable for any consequential or special damages, whether or not Myers Freight, Inc. may have had knowledge such damages might be incurred.

10. No claim, suit or other demand shall be made against Myers Freight, Inc. except by the entity that retained Myers Freight, Inc.'s services. In the event of any claim against Myers Freight, Inc. by an air freight forwarder, property broker, surface forwarder / consolidator, customs broker, or other logistics provider, such entity shall show proof of payment by it to its customer and / or consignee in order for any claim to be entertained by Myers Freight, Inc.

11. The shipper and consignee shall jointly and severally indemnify and hold Myers Freight, Inc. harmless for all claims, fines, penalties, damages, costs or other amounts which may be incurred by or imposed on Myers Freight, Inc. by reason of any breach of the provisions of these terms and conditions, or any other obligation of the shipper and / or consignee as may be imposed by law.

12. The shipper and consignee shall jointly and severally defend and indemnify Myers Freight, Inc. from any and all claims, demands, suits, and other such actions brought by any party against Myers Freight, Inc. in which it is alleged Myers Freight, Inc. is liable for any amounts in excess of its limits of liability as set forth in these terms and conditions, and /or for any other amounts precluded by these terms and conditions, such as, but not limited to, consequential, special, and delay damages.

13. No action against Myers Freight, Inc. shall be maintained for damage or loss discovered by the consignee after delivery and after a clear delivery receipt has been given.

14. No action shall be maintained against Myers Freight, Inc. for any loss or damage unless such action is instituted within 1 year of the date Myers Freight, Inc. has declined the claim in whole or in part. All claims shall be sent to Myers Freight, Inc. in writing by certified or registered mail to 4912 W. Knox St. Suite 100, Tampa, FL 33634, within 270 days of the date of delivery, or, in the event of loss, the date when delivery was to have been made. No claims shall be considered, and no claims shall be payable unless and until all transportation charges have been paid, and no claims may be deducted from transportation charges.

15. Any action by or against Myers Freight, Inc. may only be brought in the Superior Court for Hillsborough County, Florida or in the United States District Court for the Florida. All parties subject to this agreement submit to personal jurisdiction in either and both of these venues. Except as otherwise mandatory, Florida law shall apply to all claims and disputes.

16. These terms and conditions shall be applicable to any and all contractors and agents of Myers Freight, Inc. Notwithstanding the foregoing, the shipper and consignee waive any and all claims, demands and actions against any and all contractors and agents of Myers Freight, Inc., and shall exclusively make any claim against Myers Freight, Inc., only.

17. Shipments shall be subject to the Myers Freight, Inc. rates tariffs, in addition to these terms and conditions.

18. Myers Freight, Inc. shall have the benefit of any and all limitations of liability of logistics providers for whose account Myers Freight, Inc. is retained, not to exceed the limitations contained herein, related to any shipment, to the extent not inconsistent with these terms and conditions.

19. If any provision or provisions of these terms and conditions shall be unenforceable, all remaining provisions shall remain, and the parties bound to them.

20. These terms and conditions may be changed without notice, and the effective version of these terms and conditions shall be as posted at www.MyersFreight.com, and shall also be available upon request. The version of these terms and conditions in effect as of the date the shipment is tendered to Myers Freight, Inc. shall be the applicable version.

21. The Myers Freight, Inc. website at www.MyersFreight.com is for the convenience of Myers Freight, Inc. customers, and shall be subject to its terms of use, and shall not affect these terms and conditions.

22. Without waiver of any other provision of these terms and conditions, Myers Freight, Inc. shall not be liable for any damage or loss of any nature caused by (i) acts of God, public enemy, or public danger incident to a state of war; (ii) any default of the shipper or consignee; (iii) the nature of the shipment, or any defect, characteristic or inherent vice of the shipment; (iv) violations by the shipper or consignee of any conditions of these terms and conditions; (v) compliance with laws, governmental regulations, orders or requirements of any jurisdiction; or (vi) any other cause beyond the control of Myers Freight, Inc..

Company name

Signature

Print name

Date