

DYNAMEX, INC.

CARRIAGE OF GOODS TERMS AND CONDITIONS

DEFINITIONS: In these Carriage of Goods Terms and Conditions, "Dynamex" refers to Dynamex, Inc., its dba's, subsidiaries and affiliates, employees and agents. "Shipper" refers to customer, its employees, and agents.

AGREEMENT TO TERMS: By shipper giving a Shipment to Dynamex to deliver, shipper agrees to all the terms on these Carriage of Goods Terms and Conditions. No one is authorized to alter or modify the terms of this agreement unless in a writing signed by an authorized agent of Dynamex.

RESPONSIBILITY FOR PACKAGING AND COMPLETING FORMS: Shipper is responsible for properly filling out waybills, bills of lading, manifests, contracts and other shipping documents, and adequately packaging goods to withstand ordinary handling while in transit as well as conditions incidental to transportation, including, but not limited to, sudden changes in temperature and pressure during air transportation. All Shipments must be properly marked, securely sealed and properly addressed to insure the safety of the materials enclosed while in transit.

NON-NEGOTIABILITY: This document and any waybills used to document Shipments are non-negotiable and shipper acknowledges they have been prepared by shipper or by Dynamex on behalf of shipper. Shipper warrants that it is the owner of the goods transported hereunder, or is the authorized agent of the owner of the goods, and hereby accepts these terms and conditions on its own behalf and as agent on behalf of any other person/company having an interest in a shipment.

LIMITATION OF LIABILITY: (a) For the purpose of fixing the maximum limit of Dynamex's liability for loss of or damage to merchandise, packages and other goods (collectively the "Shipment"), the value of the Shipment shall be conclusively presumed to be not in excess of \$100.00 (including all government duties and excise taxes)("Limit of Liability") unless a greater value is declared as provided for below. At the time the Shipment is offered for transport, the shipper, subject to subsection (b) below, may declare in writing provided in advance of transporting to Dynamex, in accordance with subsection (e) below, a value greater than \$100.00, and in the event that a declaration is made, the value of the Shipment shall be conclusively presumed to be not in excess of the value so declared. In no event shall Dynamex's liability exceed the actual value of the Shipment.

(b) The Limitation of Liability shall apply separately and proportionately to each part of the Shipment. The liability, if any, for any partial loss of or damage to any part of the Shipment shall be limited to that portion of the actual loss or damage.

(c) In the event that shipper elects to declare the value of Shipment to be in excess of \$100.00, as provided for in Paragraph (a) above, the applicable shipping rate will be subject to an additional charge of \$25 plus \$10.00 for each \$1,000.00 in declared value in excess of \$1,000.00.

(d) When the value of the Shipment changes after the Shipper's original declaration, it will be incumbent on the Shipper to declare a new value in writing in order to obtain a revision of charges.

(e) Declarations of value greater than \$100.00 must be typed in all capitalized and bold faced type and be delivered to Dynamex, in person, by fax or by email, and must be acknowledged and can only be accepted in writing by like method by authorized signature of Dynamex.

Dynamex will not be liable for any damages, whether direct or incidental, special or consequential, in excess of the "Value" referred to above, whether or not Dynamex had knowledge that such damages might be incurred including but not limited to, loss of income, profits, interest, utility or loss of market.

LIABILITIES NOT ASSUMED: Dynamex will not be liable for shipper's acts or omissions, including, but not limited to, improper or insufficient packing, securing, marking, or addressing, or for the acts or omission of the recipient or anyone else with an interest in the package. Also, Dynamex will not be liable for loss of or damage to shipments of item listed elsewhere in the Carriage of Goods Terms and Conditions as items not acceptable for transportation.

Dynamex will not, under any circumstances, be liable for delay in pick-up, transportation or delivery of any shipment, regardless of the cause of delay.

Further, Dynamex will not be liable for loss, damage, misdelivery, nondelivery or delay caused by events Dynamex cannot control, including but not limited to, acts of God, perils of air, weather conditions, acts of public enemies, war, strikes, riots, civil commotions, or acts or omissions of public authorities (including customs and quarantine officials with actual or apparent authority), or caused by the nature of the shipment or any defect characteristic, or inherent vice thereof. Moreover, Dynamex will not be liable for any loss damage, injury, erasure, or other damage to electronic or photographic images or recordings in any form.

SHIPPER'S REPRESENTATIONS AND INDEMNIFICATION: Shipper represents and warrants that, in the event the Shipment is intended for transportation by air, the contents of the Shipment may be lawfully carried aboard aircraft or other federally regulated carriers and does not include a prohibited commodity under any applicable statutes and regulations, and are properly packaged or sheathed for the purpose if necessary.

Shipper further represents and warrants that the contents of the shipment are not listed elsewhere in these Carriage of Goods Terms and Conditions as items not acceptable for transport. Shipper agrees to indemnify and save Dynamex harmless for any loss or damage resulting from shipper's violation of the above provisions.

MATERIALS NOT ACCEPTABLE FOR TRANSPORT: Dynamex will not carry:

Currency, Bullion, Negotiable Instruments, Jewelry,
Gems and other similar high-value items

In addition, Dynamex will not carry property the carriage of which is prohibited by any law or statute of any federal, state, or local government of any country from, to, or through which the Shipment may be carried.

FILING A CLAIM: ALL CLAIMS MUST BE MADE BY SHIPPER IN WRITING. Shipper must notify Dynamex of any claims within 5 days of the date of shipment. All claims, losses or damage must be substantiated by invoices and supporting documents. Within 90 days after shipper notifies Dynamex of a claim, shipper must send to Dynamex all relevant information about the claim. Dynamex is not obligated to act on any claim until shipper has paid all transportation charges, and shipper may not deduct the amount of the claim for those charges.

If the recipient accepts Shipment without noting any damage on the delivery record, Dynamex will consider that the Shipment was delivered in good condition. In order for Dynamex to process shipper's claim, shipper must, to the extent possible, make the contents and the original shipping cartons and packing available for Dynamex's inspection.

RIGHT TO INSPECT: Dynamex reserves the right to open and inspect shipper's packages prior to or after shipper gives them to Dynamex for delivery.

RESPONSIBILITY FOR PAYMENT AND COD SHIPMENTS: Shipper will be primarily responsible for all delivery costs, as well as any costs Dynamex may incur in either returning the Shipment to shipper or warehousing Shipment pending its disposition. Where the consignee is to be billed for the cost of Shipment, Dynamex reserves the right to refuse delivery until all transportation and other charges have been paid. If the consignee refuses to pay, shipper will be liable for all such charges, including without limitation, the costs of returning the shipment to shipper and warehousing the shipment pending its disposition. Shipper agrees to credit, payment and collection terms contained on the Dynamex Credit Application.

RIGHT OF REJECTION: Dynamex reserves the right to reject a Shipment at any time, when such Shipment would be likely to cause injury, damage or delay to other Shipments, equipment or personnel, or if the transportation of which is prohibited by law or is in violation of any rules contained in these Carriage of Goods Terms and Conditions or for any other reason.