



**Falcon GlobalEdge**  
**Terms and Conditions**

1. **DEFINITIONS:** In these Terms and Conditions “FGE” means Falcon Global Edge, Inc., its respective employees, agents and independent contractors, and any subcontract carriers, including direct air carriers, indirect air carriers, freight forwarders, ocean transportation intermediaries and motor carriers contracted by FGE to assist with transportation services. “Shipment” means all pieces which are tendered to and are accepted by FGE on a single housebill. “Customer” means the party from whom the Shipment is received, the party who requested the Shipment be transported by FGE, any party having an interest in the Shipment, and any party who acts as an agent for any of the above. “Convention” means the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed in Warsaw on October 12, 1929, as amended by the Hague Protocol in 1955, the Montreal Protocol 4 and the Montreal Convention, whichever may be applicable to the international carriage of a Shipment.
2. **AGREEMENT TO TERMS:** In tendering a Shipment for carriage, Customer agrees to these Terms and Conditions, and agrees that no agent, servant or employee of the parties may alter, modify or waive them. Customer understands and agrees that carriage may be subject to the Convention, where applicable. **In the event any Shipment is tendered to FGE on a straight bill of lading or any other shipping document, Customer agrees that these Terms and Conditions supersede any rules, regulations or contractual terms contained on the shipping document(s) upon which the Shipment was tendered. The FGE housebill is a non-negotiable document.**
3. **COMPLETION OF HOUSEBILL, DOCUMENTS AND PACKAGING:** Customer certifies and represents to FGE that the information inserted on the housebill is complete and accurate. Customer warrants that each package in the Shipment is properly and completely described on the shipping document(s), is properly marked and addressed, is packaged adequately to protect the enclosed goods to ensure safe air, ground or ocean transportation with ordinary care handling, and except as noted, is in good order and condition. For articles shipped in un-enclosed containers, FGE shall only be liable for damage or loss in accordance with these Terms and Conditions, and where such damage or loss is so noted on the delivery receipt at the time of delivery. **NOTE: any Shipment in which delivery is made in exchange for a clear delivery receipt shall be prima facie evidence of having received ordinary care in handling.**
4. **RESTRICTED ITEMS:** Unless otherwise expressly provided in a separate written agreement, and subject to any conditions or restrictions contained therein, the following articles will not be accepted for carriage: any Shipment prohibited by law (strictly prohibited); original works of art, antiques, bonds, coins of any kind, currency, currency equivalents, furs, fur clothing, gems or stones (cut or uncut), industrial diamonds, jewelry (other than costume jewelry), pearls, precious metals, securities (negotiable), time sensitive written material (e.g., bids, contract proposals, etc.), when the declared value exceeds \$0.50 per pound; household goods and/or personal effects, one-of-a-kind articles or models, prototypes, valuable rugs (i.e., Oriental rugs, Persian rugs) and prints or lithographs when the total declared value of the Shipment exceeds \$500.00 or when the declared value exceeds \$0.50 per pound, per piece; and such other articles as FGE may designate from time to time. FGE shall not be liable for any loss, damage, delay, liabilities or penalties resulting from the transportation of any of the foregoing articles, however described or misdescribed in the housebill or other shipping document(s), and no employee or agent of FGE has any authority to accept for transportation such articles or to waive the limitations herein contained.
5. **RATES; RE-WEIGH/RE-MEASUREMENT:** Rates and charges for a Shipment will be based on actual or dimensional weight, whichever is greater. Customer shall provide weight and measurements for Shipments. Shipments are subject to re-weigh and re-measurement by FGE. If the weights or measurements of the Shipment as delivered are different from Customer’s representations, or if pick-up or delivery time or location is changed by Customer, FGE’s rates, charges and fees are subject to change.
6. **DECLARING HIGHER VALUE:** Standard rates for carriage are subject to the limitations of liability set forth below. **If you do not declare excess value on a Shipment, you are agreeing to the release rate limits of liability referred to in paragraphs 8 and 9, below.** Customer may opt for additional coverage by declaring an excess value on the housebill, in the box marked DECLARED VALUE, up to a maximum of US\$50,000.00. The charge for declared value coverage is \$.75 per \$100.00 in value. NOTE: There may be significant limitations with respect to declared value coverage for certain items, including but not limited to computer equipment, plasma screens, “one-of-a-kind” items, fragile articles, precious stones/metals, furs or fur garments, bank notes and watches. Please contact FGE for further information. You may declare a value in excess of \$50,000.00 ONLY when pre-approved by FGE management.
7. **“AVERAGE DECLARED VALUE”:** Unless each piece of the Shipment has a declared value stated and is specifically identified on FGE’s housebill at the time of the Shipment and is so identified on the delivery receipt as being lost, damaged, destroyed, or otherwise affected at time of delivery, FGE shall be liable subject to these Terms and Conditions for the “average declared value” of the Shipment. The “average declared value” of a Shipment shall be determined by first dividing the total declared value of the Shipment by the total weight (in pounds) of the Shipment.

This figure, multiplied by the packaged weight of the piece(s) adversely affected, shall then establish the amount of FGE's liability. The total declared value amount must be inserted in the DECLARED VALUE box on the face of the housebill. FGE's liability shall in no event exceed the actual invoice value of the goods adversely affected.

8. **LIMITATION ON LIABILITY (U.S. DOMESTIC SHIPMENTS)**: For all U.S. domestic Shipments, and to or from Puerto Rico and/or U.S. Territories, FGE's liability for any loss or damage to a Shipment is limited to a maximum of \$50.00 per Shipment or \$0.50 per pound, per piece, of cargo adversely affected, whichever amount is greater. FGE's liability will in no event exceed the actual invoice value of the specific goods adversely affected. Customer may increase FGE's liability for damage by declaring a value on the housebill. Declared values will be subject to an excess value charge of \$.75 per \$100.00. Insurance is also available at an additional charge.
9. **LIMITATION OF LIABILITY (INTERNATIONAL SHIPMENTS)**: FGE's liability is limited to the amounts set forth in the Convention or other applicable international treaty, law, other governmental statute or regulation, order, or other requirement. If a Shipment is not governed by the Convention or any other international treaties, laws, other government statutes or regulation, orders, or other requirements, FGE's maximum liability shall be 17 SDRs per kilogram or the actual value of the loss, whichever is less, unless a higher value for carriage is declared on the FGE housebill. Declared values will be subject to an excess value charge of \$.75 per \$100.00. Insurance is also available at an additional charge.
10. **LIMITATION OF LIABILITY (FOR ALL SHIPMENTS)**: FGE shall not be liable for any loss, damage, misdelivery, non-delivery or delay not caused by its own negligence or for any loss, damage, non-delivery or delay caused by the act, default or omission of Customer or the consignee, the nature of the Shipment or any defect, characteristic, or inherent vice thereof, any act of God, perils of the air, public enemies, public authorities acting with actual or apparent authority of law, acts or omissions of Customs or quarantine officials, riots, strikes, civil commotions, hazards incident to a state of war, terrorism, weather conditions, delay of aircraft or other vehicles used in providing transportation services or acts or omissions of any carrier or any other entity or person to whom a Shipment is tendered by FGE for transportation beyond that provided by FGE, regardless of whether Customer requested or had knowledge of such third party delivery arrangement. In addition, FGE shall not be liable for any special or consequential damages or other indirect loss, however arising, whether or not FGE had knowledge or should have had knowledge that such damages might be incurred, including, but not limited to loss of profits, income, interest, utility or loss of market damages.
11. **INSURANCE**: Insurance is available at Customer's option and expense. Unless requested to do so in writing and confirmed to Customer in writing, FGE is under no obligation to procure insurance on Customer's behalf. Insurance coverage is based on FGE's open insurance policy in effect on the date of the shipment. There are exceptions and/or special insuring conditions to the insurance option. Contact FGE for details, as the cargo insurance policy is subject to terms and conditions which may limit its availability for certain items.
12. **SERVICES NOT GUARANTEED**: FGE does not guarantee pick up, transportation or delivery by a stipulated date or a stipulated time, nor shall FGE be liable for the consequences of failure to do so.
13. **CLAIMS PROCEDURES**: All claims against FGE for a potential or actual loss must be made in writing, sufficiently describing the goods concerned, the approximate date of the alleged damage, and the factual details of the claim. No claim will be processed by FGE until all transportation charges have been paid. The amount of a claim may not be deducted from any transportation charges. Receipt of a Shipment without written notification of loss or damage on the delivery receipt will be prima facie evidence that the Shipment was delivered in good condition and in accordance with the terms of this contract. Such notations as "subject to inspection" and/or "subject to recount," or similar, are not valid exceptions. In the event of a claim the Shipment, its container(s) and its packing material must be made available to FGE for inspection at the delivery location shown on the housebill. **NOTE: Under no circumstances will FGE be liable for loss and/or damage to external shipping containers of any kind.** Written notice as required herein must be dispatched to FGE at the following address: Falcon Global Edge, Inc., Attention: Claims Department, 88 Black Falcon Ave., Suite 315, Boston, MA 02210. **(1) For domestic Shipments**, written notice of claim must be received by FGE within 270 days of the event giving rise to the claim. Damage and/or loss discovered by the consignee after delivery when no notification of loss or damage has been made on the delivery receipt by the consignee upon receipt of the Shipment must be reported to FGE within 15 days from the date of delivery. **(2) For international Shipments**, written notice of claim must be made to FGE within: (i) 14 days from the receipt of the Shipment in the case of concealed or notated damage; (ii) 21 days from the receipt of the Shipment in the case of delay; and (iii) 120 days in the case of non-delivery of the Shipment, calculated from the date of issuance of the housebill.
14. **LIMITATION OF ACTIONS**: Unless subject to a specific statute or international convention, FGE will not be liable in any action brought to enforce a claim unless the applicable claims procedures have been complied with and unless such action is brought: (i) in the case of domestic Shipments, within 2 years after the date written notice is given to the claimant that FGE has disallowed the claim in whole or in part; and (ii) in the case of international Shipments, within 2 years from either the date of arrival of the Shipment at destination or from the date the Shipment ought to have been delivered. The failure to give FGE timely notice of a claim in accordance with the preceding paragraph 13 shall be a complete defense to any suit or action commenced by Customer.

15. **NO LIABILITY FOR THE SELECTION OR SERVICES OF THIRD PARTIES AND/OR ROUTES:** Unless services are performed by persons or firms engaged pursuant to express written instructions from the Customer, FGE shall use reasonable care in its selection of third parties, or in selecting the means, route and procedure to be followed in the handling, transportation, clearance and delivery of a Shipment. Advice by FGE that a particular person or firm has been selected to render services with respect to the goods shall not be construed to mean that FGE warrants or represents that such person or firm will render such services nor does FGE assume responsibility or liability for any actions(s) of such third parties and/or its agents, and shall not be liable for any delay or loss of any kind, which occurs while a Shipment is in the custody or control of a third party or the agent of a third party. All claims in connection with the act of a third party shall be brought solely against such third party and/or its agent. In connection with any such claim, FGE shall reasonably cooperate with the Customer. Customer shall be liable for any charges, fees or costs incurred by FGE in connection with such claim.
16. **LIABILITY LIMITATIONS OF THIRD PARTIES:** FGE is authorized to select and engage carriers, truckers, forwarders, customhouse brokers, agents, warehousemen and others as required to transport, store, deal with and deliver the Shipment, all of whom shall be considered as agents of Customer. The Shipment may be entrusted to such parties and may be subject to all conditions as to limitations of liability for loss, damage, expense or delay and to all rules, regulations, requirements and conditions, whether printed, written or stamped, appearing in bills of lading, receipts or tariffs issued by such carriers, truckers, forwarders, customhouse brokers, agents, warehousemen and others. FGE shall in no event be liable for any loss, damage, expense or delay to the Shipment for any reason whatsoever when such goods are in the custody, possession or control of third parties selected by FGE to forward, enter and clear, transport or render other services with respect to such Shipment.
17. **QUOTATIONS NOT BINDING:** Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by FGE to the Customer are for informational purposes only and are subject to change without notice. No quotation shall be binding upon FGE unless an authorized representative of FGE in writing agrees to undertake the handling or transportation of the Shipment at a specific rate amount set forth in the quotation and payment arrangements are agreed to between FGE and the Customer prior to the Shipment being tendered to FGE.
18. **INDEMNIFICATION/HOLD HARMLESS:** The Customer agrees to indemnify, defend, and hold FGE harmless from any claims and/or liability arising from the domestic transportation, or importation or exportation of Customer's merchandise and/or any conduct of the Customer, which violates any Federal, State and/or other laws and regulations and further agrees to indemnify and hold FGE harmless against any and all liability, loss, damages, costs, claims and/or expenses, including but not limited to reasonable attorney's fees, which FGE may hereafter incur, suffer or be required to pay by reason of such claims. In the event that any claim, suit or proceeding is brought against FGE, it shall give notice in writing to the Customer by mail at its address on file with the FGE. Customer further shall hold FGE and its agents harmless for loss/damage/delay or any monetary losses which are a result of auxiliary services including but not limited to local cartage, crating, uncrating, packing and unpacking which are requested by the Customer and/or shipper and arranged by FGE as a customer service. Such limitation of liability will extend to the selection by FGE of the providers of the auxiliary services. NOTE: Under no circumstances will FGE's liability for any monetary loss which is a result of any auxiliary services performed by FGE or its agent(s) be greater than the liability contained in this contract.
19. **OVERCHARGES OR DUPLICATE PAYMENTS:** Claims for overcharges or duplicative payments must be made in writing and are extinguished unless received by FGE **within 6 months** following the date FGE accepted the Shipment.
20. **RIGHT OF INSPECTION:** FGE is authorized to open and inspect the contents of any Shipment. FGE shall have the right to refuse any article, the transportation of which is prohibited by applicable law, orders or regulations, or the transportation of which, in FGE's judgment, would be unsafe. If such Shipment should be accepted or transported, FGE reserves the right to remove it and, if necessary, to abandon it. Where circumstances permit, such Shipment will be stored at Customer's expense pending receipt of disposition instructions from Customer. **By tendering the Shipment to FGE for transportation, Customer hereby expressly consents to the inspection of the Shipment as required by 49 C.F.R. 1548.9(b).**
21. **RIGHT TO REJECT OR RE-ROUTE:** FGE reserves the right to reject any Shipment for any reason whatsoever, including but not limited to safety or security concerns. It is agreed that no time is fixed for the completion of carriage hereunder and that FGE may, without notice, substitute aircraft or alternate carriers, including surface and/or ocean carriers. FGE assumes no obligation to forward the goods by any specified carrier or over any particular route or routes or to make connection at any point according to any particular schedule, and FGE is hereby authorized to select, or deviate from, the route or routes of shipment, notwithstanding that the same may be stated on the face of the housebill and/or other shipping document(s). **CUSTOMER, CONSIGNEE OR OWNER JOINTLY AND SEVERALLY GUARANTEE PAYMENT OF ALL CHARGES AND ADVANCES.**
22. **DANGEROUS GOODS ("DG"):** All Shipments containing DG must be limited to the materials and quantities authorized for transportation under the International Air Transportation Association ("IATA") dangerous goods regulations and/or IMDG regulations (ocean freight). Customer must comply with these regulations regardless of the routing or the mode by which a DG Shipment is transported. All DG Shipments must be properly classified, described,

documented, packaged, marked and labeled and in proper condition for transportation according to applicable regulations. FGE reserves the right to reject any DG Shipment for any reason.

23. **STORAGE:** If for any reason, including non-payment of any freight charges by Customer, it is impossible for FGE to complete this contract of carriage or if the consignee fails to accept delivery of the Shipment or any part thereof, FGE will notify Customer and then may: 1) return the goods to Customer and/or original shipper, at Customer's expense; or 2) store the goods at FGE's storage rates or, at its option may store the goods in a public warehouse in which event the storage rates charged by such warehouse shall apply. Goods which remain unclaimed for a period of 30 days from the date of notice to Customer may be sold by FGE at a public or private sale and the proceeds of such sale may be applied against any outstanding freight charges, advances or charges of any kind which are due FGE. Any balance remaining after payment of such charges will be remitted to Customer, the consignee, or owner. However, CUSTOMER, CONSIGNEE, AND OWNER SHALL REMAIN JOINTLY AND SEVERALLY LIABLE TO FGE FOR ANY DEFICIENCY SHOULD THE PROCEEDS OF SUCH SALES BE INSUFFICIENT TO OFFSET ALL CHARGES DUE FGE WITH RESPECT TO THE GOODS. **CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD FGE HARMLESS AGAINST ALL LOSS AND EXPENSE, INCLUDING ATTORNEY'S FEES, OF WHATEVER NATURE BROUGHT BY ANY OTHER OWNER OR OTHER PERSON HAVING AN INTEREST IN THE GOODS SOLD UNDER THIS PROVISION.**
24. **C.O.D. OR CASH COLLECT SHIPMENTS ("C.O.D."): FGE will use reasonable care regarding written instructions relating to C.O.D. Shipments, bank drafts, cashier's and/or certified checks, letter(s) of credit and other similar payment documents and/or instructions, but shall have no liability if the Shipment is refused or a bank refuses payment.**
25. **CUSTOM DUTIES AND OTHER FEES:** FGE is authorized (but shall be under no obligation) to advance any duties, taxes, or charges and to make any disbursements with respect to a Shipment(s), and Customer, owner and consignee shall be jointly and severally liable for the reimbursement thereof. FGE shall be under no obligation to incur any expense or to make any advance in connection with the forwarding or reforwarding of a Shipment except against repayment by Customer. If it is necessary to make customs entry of a Shipment at any place, the Shipment shall be deemed to be consigned at such place to the person named on the face of the housebill and/or shipping document(s) as customs consignee or, if no such person be named, to such customs consignee as FGE may designate.
26. **LIEN RIGHTS:** FGE shall have a continuing lien on all Shipments for all freight charges, advances or charges of any kind arising out of this contract and may refuse to surrender possession of any or all Shipment(s) until all such charges are paid and/or may sell the Shipment(s) in accordance with Paragraph 23, above.
27. **PAYMENT TERM: All invoice terms are net 15 days.** Any payment which is past due shall be subject to an additional charge of 1 1/2% per month of the outstanding balance due or the maximum interest rate permitted by applicable law, whichever is more, together with all collection costs, including reasonable attorney fees, incurred by FGE.
28. **COMPLIANCE WITH LAW:** Customer shall comply with all applicable laws, government regulations and customs of any country to, from, through or over which the Shipment may be carried, including those relating to its packing, carriage or delivery, and shall furnish to FGE such information and provide such documents as may be necessary to comply with such laws and regulations. FGE is not liable to Customer or any other person for loss or expense due to Customer's failure to comply with this provision.
29. **SEVERABILITY:** If any provision contained or referred to in this contract may be contrary to mandatory law, government regulations, orders, or requirements, such provisions shall remain applicable to the extent that it is not overridden thereby. The invalidity of any provisions shall not affect any other part hereof.
30. **DISPUTE RESOLUTION AND GOVERNING LAW:** This contract and the services provided by FGE hereunder shall be governed by and subject to the applicable federal law of the United States and by the laws of the Commonwealth of Massachusetts. Any dispute arising out of this contract shall be within the exclusive jurisdiction of the federal or state courts located in or near Boston, Massachusetts, and Customer hereby consents to *in personam* jurisdiction of those courts. Should FGE prevail in any legal action brought by any party with an interest in a Shipment, including Customer, FGE shall be entitled to an award of its reasonable attorney's fees and costs. Similarly, should FGE bring an action to enforce this contract or collect any sums due hereunder, FGE shall be entitled to reasonable attorney's fees and costs. NOTE: Any disputed claim not greater than \$15,000.00 may be resolved through binding arbitration submitted to the Transportation Arbitration Board or the American Arbitration Association under its cargo claim arbitration program.
31. **CARGO SECURITY REQUIREMENTS:** Shipments are subject to all cargo security requirements imposed by all applicable federal and/or state agencies, including but not limited to the Transportation Security Administration in connection with 49 C.F.R. Part 1548. Customer acknowledges that such regulations may require FGE to refuse to offer for transport on a passenger aircraft or ocean vessel any cargo if Customer does not consent to an inspection of the Shipment in accordance with applicable law or, if upon inspection, the Shipment, in FGE's judgment, is unsafe to transport. Copies of all relevant shipping documents showing the Shipment's consignee, description, and other relevant data will be retained on file by FGE until the Shipment is delivered or as may be required by applicable law or regulation.