

THIS FORMS PART OF A CONSOLIDATION SHIPMENT COVERED BY A DELIVERY ORDER DECLARED HEREIN.  
**TERMS AND CONDITIONS**

By tendering goods and personal effects for shipment via ATLAS SHIPPERS EAST, LLC. D.B.A ATLAS SHIPPERS INTERNATIONAL INC. (Company), the Shipper agrees to the terms and conditions stated herein and the declaration of the Shipper made in the invoice which are incorporated herein by reference. No agent or employee of "Company" or the Shipper may alter these terms and conditions.

**1. THE INVOICE**

The "Company" Invoice is nonnegotiable and the Shipper acknowledges that it has been prepared by Shipper or the "Company" on behalf of the Shipper. The Shipper warrants that it is the owner of the goods transported hereunder, or is the authorized agent of the owner of the goods, and that it hereby accepts the "Company's" terms and conditions for itself and as agent for and on behalf of any other person having interest in the shipment.

**2. SHIPPER'S OBLIGATIONS AND ACKNOWLEDGEMENTS**

The Shipper warrants that each article in the shipment is properly described on this invoice and has not been declared by the "Company" to be unacceptable for transport, and that the shipment is properly marked and addressed and packed to ensure safe transportation with ordinary care in handling.

The Shipper hereby acknowledges that the Company may abandon and/or release any item consigned by the Shipper to the "Company" which the "Company" has declared to be unacceptable or which the Shipper has undervalued for Customs purposes or misdescribed hereon, whether intentionally or otherwise, without incurring any liability whatsoever to the Shipper and the Shipper will save and defend, indemnify and hold the "Company" harmless from all claims, damages, fines and expenses arising there from.

**3. RIGHT OF INSPECTION OF SHIPMENT**

The "Company" has the right, but not the obligation, to inspect any shipment including, without limitation, opening the shipment.

**4. LIEN ON GOODS SHIPPED**

The "Company" shall have a lien on any goods shipped for all freight charges, customs duties, advances or other charges of any kind arising out of the transportation hereunder and may refuse to surrender possession of the goods until such charges are paid.

**5. LIMITATION OF LIABILITY**

Liability is handled and is the sole responsibility of "Affiliate". The liability of "Affiliate" for any loss or damage to the shipment (which term shall include all goods and effects consigned to the Company under this invoice) is limited to the lesser of: (a) US\$200.00 for a regular/macho box, \$50.00 for junior box, flat screen TV regardless of brand and model, \$250.00 for 32" to 54" & \$400.00 for 55" to 70".

**6. CONSEQUENTIAL DAMAGES EXCLUDED**

The "Company" shall not be liable, in any event, for any consequential or special damages or other indirect loss, however arising whether or not the "Company" had knowledge that such damages might be incurred, including, but not limited to, loss of income, profits, interest, utility or loss of market.

**7. LIABILITIES NOT ASSUMED**

While the "Company" will endeavor to exercise its best efforts to provide expeditious delivery in accordance with regular delivery schedules, the "Company" WILL NOT UNDER ANY CIRCUMSTANCES, BE LIABLE FOR DELAY IN PICKUP, TRANSPORTATION OR DELIVERY OF ANY SHIPMENT, REGARDLESS OF THE CAUSE OF SUCH DELAY.

Further, the "Company" shall not be liable for any loss, damage, mis-delivery or non-delivery.

a.) due to act of God, force majeure occurrence or any cause reasonable beyond the control of the Company and/or Affiliate, or

b.) caused by:

1. The act, default or omission of the Shipper, the Consignee or any other party who claims an interest in the shipment (including violation of any term or condition hereof), or of any person other than the "Company" or any Customs or other Government officials, or of any Postal Service, forwarder or other entity or person to whom a shipment is tendered by the "Company" for transportation to any location not regularly served by the "Company" regardless of whether the Shipper requested or had knowledge of such third-party deliver arrangement.
2. The nature of the shipment or any defect, characteristics, or inherent vice thereof.
3. Electrical or magnetic injury, erasure, or other such damage to electronic or photographic images or recordings in any form.

c.) Value of goods and personal effects not declared in invoice.

**8. CLAIMS**

1. Any claim must be brought by the Shipper and delivered in writing to the office of the "Company" nearest the location at which the shipment was accepted within 7 days of the date of delivery to destination. No claim may be made against the "Company" outside that time limit.
2. No claim for loss or damage will be entertained until all transportation charges have been paid. The amount of any such claim may not be deducted from any transportation charges owned the "Company".
3. When claims are paid, the "Company" will not reimburse the basic cost of shipment, pick-up and delivery.

**9. APPLICABILITY**

These terms and conditions shall apply to, and insure to the benefit of the "Company" and its authorized agents and affiliated companies, and their officers, directors and employees.

**10. MATERIALS NOT ACCEPTABLE FOR TRANSPORT**

The "Company" will not accept commercial goods (more than a dozen of any kind) and will not carry:

Currency	Precious Metals	Precious Stones
Firearms/Ammunitions	Money Orders	Drugs
Explosives/Toy Guns	Travelers Checks	Perishables

Negotiable instruments in bearer form, electrical appliances; lewd, obscene or pornographic materials; gambling paraphernalia; industrial carbons and diamonds; communication equipment and computers; combustible materials; motor vehicle parts; microwave ovens; property the carriage of which is prohibited by law; regulation or statute of any federal, state or local government of any country from, to or through which the shipment may be carried.

11. Any expenses incurred by the "Company" on behalf of the Shippers including, but not limited to taxes, interests, penalties fines, surcharges, duties, etc. arising from no declaration or misdeclaration shall be reimbursed or refunded by Shipper upon submission by the "Company" of proper proof or evidence for such expenses. In such an event, the "Company" is entitled to hold, retain or impound the shipment as surety for payment until said refund or reimbursement is full satisfied.