

Next Gen Transport, Inc.
TERMS AND CONDITIONS OF CONTRACT
("RULES TARIFF")

1. These terms and conditions apply to any and all shipments tendered to Next Gen Transport, Inc., and / or any contract agent acting on its behalf (hereinafter collectively "Next Gen Transport, Inc."), effective (DATE), and may not be altered or waived unless agreed to in writing by a Next Gen Transport, Inc. corporate officer.
2. As used herein, "shipper" means any and all entities tendering shipment to Next Gen Transport, Inc. for carriage, including entities physically tendering shipment and entities on whose account shipment is to be made.
 - 2.a. 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.
 2. b. "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 Next Gen Transport, Inc.
 - 3 a. Any amounts due to Next Gen Transport, 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.
 3. b. If collection efforts are required by Next Gen Transport, 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. Next Gen Transport, 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:
 5. a. Next Gen Transport, 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 Next Gen Transport, Inc., and without any contributory negligence or other fault of the shipper or consignee;
 5. b Next Gen Transport, 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 Next Gen Transport, Inc. for any claims, suits or other demands related to any such shipments;

5. c. Next Gen Transport, Inc. shall not be liable for any loss or damage arising out of compliance with laws, government regulations, orders or requirements;

5. d. Next Gen Transport, Inc. shall not be liable for any loss or damage from any cause beyond its control; and

5. e. Next Gen Transport, 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 Next Gen Transport, Inc.

6. In the case where the shipper does not enter the weight on the Waybill, Next Gen Transport, Inc. will weigh and/or measure and enter the shipment weight on the Waybill for the shipper. In any instance where the weight is found to have been understated by the shipper, Next Gen Transport, Inc. reserves the right to correct the weight and charge for the corrected weight.

6. a. Next Gen Transport, Inc. reserves the right to assess transportation charges based upon cubic dimensional weight. Cubic dimensional weight for the shipment will be calculated by multiplying the length by the width by the height of each package (in inches) and dividing by 250. The dimensional weight for each package in the shipment is added and the total dimensional weight of the shipment is then compared to the actual weight of the shipment. If the dimensional weight of the shipment exceeds the actual weight of the shipment, all transportation charges will be based on the dimensional weight.

7. Next Gen Transport, 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 Next Gen Transport, 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 Next Gen Transport, Inc. for any damage or loss shall be limited to the value declared by the shipper in writing to Next Gen Transport, Inc. Shipments with a declared value in excess of \$20,000 will be accepted only if agreed to in writing by a Next Gen Transport, Inc. corporate officer. Shipments with declared values in excess of \$20,000 that may inadvertently be accepted without the written approval of a Next Gen Transport, 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, Next Gen Transport, 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 Next Gen Transport, Inc. exceed the actual value of items lost or damaged.

8. Hazardous materials and/or Dangerous Goods as defined by Title 49 CFR shall not be accepted for carriage under any circumstances.

9. Items of a fragile nature shall not be accepted for carriage unless agreed to in writing with by a Next Gen Transport, Inc. corporate officer. Such items shall include but not be limited to: statues of any kind, antiques of any kind, bullion, currency, explosives, furs, human remains, jewelry, negotiable instruments, precious metals, precious stones, shipments requiring special handling equipment, or works of art, 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, vitreous enameled objects, cast iron objects, bricks, firebricks, crucibles, asbestos, cement products, carborundium wheels and the like. Items of a fragile nature that may be inadvertently accepted without the written approval of an Next Gen Transport, 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.

9. a. By tendering a shipment to Next Gen Transport, Inc. the shipper certifies that the shipment is sufficiently packaged to withstand the normal rigors of transportation. Any package or article susceptible to damage during normal handling must be adequately packaged and protected and marked in a way that will alert Next Gen Transport, Inc. that damage may occur from normal handling. Each package must be legibly marked and all old labels or markings prior to tendering the shipment to C2C.

10. Next Gen Transport, Inc. shall not be liable for any consequential or special damages, whether or not Next Gen Transport, Inc. may have had knowledge such damages might be incurred.

11. No time if fixed for the completion of carriage, and Next Gen Transport, Inc. shall not be liable for any loss or damage caused by delay, and Next Gen Transport, Inc. shall not be liable for any loss or damage caused by any failure to commence or complete carriage within a certain time. Next Gen Transport, Inc. assumes no obligation to carry goods over any particular route or to any particular connection point according to any particular schedule, and Next Gen Transport, 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. Next Gen Transport, Inc. does not assume any obligation to carry the goods in any particular vehicle, and Next Gen Transport, Inc. may without notice substitute alternate methods of transportation.

12. No claim, suit or other demand shall be made against Next Gen Transport, Inc. except by the entity that retained Next Gen Transport, Inc.'s services. In the event of any claim against Next Gen Transport, 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 Next Gen Transport, Inc.

12. a. The shipper agrees and understands that the Next Gen Transport, Inc. rates do not include insurance or compensation for loss, other than as expressly provided herein and limited hereby. Shipper agrees that in the event it desires coverage for loss it will obtain insurance and that said insurance will contain a waiver of subrogation clause waiving any subrogation rights for and on behalf of such insurance carrier. In the event that the Shipper fails to obtain a waiver of subrogation, the Shipper will defend, indemnify and hold harmless Next Gen Transport, Inc. and any carrier(s) retained by it with respect to claims made by the Shipper or third parties acting as subrogees of the Shipper.
13. The shipper and consignee shall jointly and severally indemnify and hold Next Gen Transport, Inc. harmless for all claims, fines, penalties, damages, costs or other amounts which may be incurred by or imposed on Next Gen Transport, 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.
14. The shipper and consignee shall jointly and severally defend and indemnify Next Gen Transport, Inc. from any and all claims, demands, suits, and other such actions brought by any party against Next Gen Transport, Inc. in which it is alleged Next Gen Transport, 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.
15. No action against Next Gen Transport, Inc. shall be maintained for damage or loss discovered by the consignee after delivery and after a clear delivery receipt has been given.

 15. a. Shortages or damage must be noted on the Waybill by the Consignee or the Consignees agent at the time of delivery. Notice of intent to file a claim for concealed damage must be filed in writing with Next Gen Transport, Inc. within 9 months or two hundred seventy (270) days (whichever is less) of recovery at Next Gen Transport, Inc. terminal or Agent.
 15. b. Shipments along with their containers and packaging materials must be retained and made available to Next Gen Transport, Inc. for inspection for up to (15) fifteen days after the notification to Next Gen Transport, Inc. that a claim is pending.
 15. c. No claims will be considered by Next Gen Transport, Inc. until all transportation charges associated with the shipment have been paid.
 15. d. Amounts of claims may not be deducted from transportation charges.

16. No action shall be maintained against Next Gen Transport, Inc. for any loss or damage unless such action is instituted within 1 year of the date Next Gen Transport, Inc. has declined the claim in whole or in part. All claims shall be sent to Next Gen Transport, Inc. in writing by certified or registered mail to P.O. Box 35679 Los Angeles, CA 90035 within 9 months or 270 days (whichever is less) of the date of delivery, or, in the event of loss, the date when delivery was to have been made.

17. Any action by or against Next Gen Transport, Inc. may only be brought in the Superior Court for Broomfield county, Colorado, or in the United States District Court for the State of Colorado. All parties subject to this agreement submit to personal jurisdiction in either and both of these venues. Except as otherwise mandatory, Colorado law shall apply to all claims and disputes.

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

19. Shipments shall be subject to the Next Gen Transport, Inc. rates tariffs, in addition to these terms and conditions.

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

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

22. These terms and conditions may be changed without notice, and the effective version of these terms and conditions shall be as posted at www.nextgentrans.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 Next Gen Transport, Inc. shall be the applicable version.

23. The Next Gen Transport, Inc. website www.nextgentrans.com is for the convenience of Next Gen Transport, Inc. customers, and shall be subject to its terms of use, and shall not affect these terms and conditions.

24. Without waiver of any other provision of these terms and conditions, Next Gen Transport, 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 Next Gen Transport, Inc.