



**Regulatory Compliance:
AirCourier SameDay Service Agreement
405 East Ilex Drive
West Palm Beach, FL 33403
Phone 561-366-9300
Fax 877-366-9307**

Transportation Services Agreement

This Transportation Services Agreement (“Agreement”) is made as of this ____ day of _____, 20____, by and between Icon Express, its affiliates and subsidiaries (“Carrier”) and _____ (“Customer”).

1.0 RATES

- 1.1 Rates. Carrier will provide transportation services at the rates and for the minimum volumes set forth in Exhibit A (Carrier’s customer-specific tariff).
- 1.2 Surcharges. Carrier may assess certain surcharges (for example, fuel and regulatory surcharges). Any such surcharges will appear as a separate line item on each invoice.
- 1.3 No advances. No charges of any description will be advanced to Customer by Carrier.

2.0 TERM

- 2.1 This Agreement shall commence as of _____ and shall cover a series (three or more) of shipments. It shall remain in full force and effect until terminated by either party providing the other with thirty (30) days prior written notice.

3.0 SCOPE OF SERVICES

- 3.1 This Agreement covers the transportation and handling of shipments on behalf of Customer by Carrier, acting as a direct or indirect carrier. Regardless of the method of transportation employed, the rates in Exhibit A will apply.
- 3.2 Carrier shall receive from Customer such shipments as may be tendered from time to time for transportation and Carrier shall make all reasonable efforts to deliver on a timely basis and in accordance with Carrier’s delivery time commitments.
- 3.3 In tendering the shipment for carriage, Customer warrants that the shipment is packaged to protect the enclosed goods and to ensure safe transportation with ordinary care in handling and that each package is appropriately labeled, and is in good order for carriage as specified.
- 3.4 Carrier shall have the right, but not an obligation, to inspect all shipments.
- 3.5 The statement on the manifest or waybill relating to the weight, dimensions, packing and number of packages in a shipment shall be prima facie evidence of the facts stated. Statements relating to the quantity, volume, and condition of the shipment shall not constitute evidence against Carrier unless noted on the waybill or manifest by Carrier in the presence of Customer.
- 3.6 Transportation of the shipment is subject to availability of equipment and space therein. Carrier retains the right to (a) substitute alternate air carriers, (b) expedite via motor carrier under Exempt Commodity authority as an air carrier, and/or (c) select the routing or deviate from that indicated on a waybill or other shipping document.



**Regulatory Compliance:
AirCourier SameDay Service Agreement
405 East Ilex Drive
West Palm Beach, FL 33403
Phone 561-366-9300
Fax 877-366-9307**

- 3.7 Delivery. Carrier will deliver the shipment to the destination airport where such service is available at applicable rates and rules. Signature on the delivery receipt of the waybill or manifest by the consignee without complaint shall be prima facie evidence that the shipment has been received in good condition and in accordance with the waybill or manifest and that the transaction is concluded.
- 3.8 Availability of Equipment and Space. Carrier will transport consistent with its capacity to carry all property accepted for transportation. All shipments are subject to the availability of equipment of the size and type capable of handling the shipment. Carrier will determine on a reasonable basis the priority for carriage between shipments and will decide which shipments shall not be carried on a particular mode or route, and which shall be removed at any time or place whatsoever.
- 3.9 Notice and Disposition of Property.
- 3.9.1 If a shipment is unclaimed or cannot be delivered, Carrier will notify Customer by mail, at the address shown on the waybill or manifest. Carrier will dispose of the shipment in accordance with instructions received from Customer only, and at Customer's expense. If no instructions are received within thirty (30) days after the date of mailing such notice, Carrier will dispose of the shipment at public or private sale. Carrier may apply the provisions of the sale against all sums due and payable to it by Customer.
- 3.9.2 If Customer desires special notification when a shipment containing perishable property is delayed in the possession of Carrier, threatened with deterioration, or unclaimed, or delivery cannot be effected, instructions for such notification must be given on the waybill or manifest. If such instructions are not given or cannot be reasonably complied with, Carrier will determine the routing or disposition (at public or private sale) of the shipment without further notice to Customer.

4.0 PAYMENT

- 4.1 Customer shall make payment to Carrier, without deduction or setoff, within thirty (30) days of the date on the original invoice. Payments received more than forty (40) days after the date of the invoice shall incur late charges in the amount of 1.5% (one and a half percent) per month of the outstanding balance due, or the highest rate of interest permitted by applicable law, whichever is less, from the due date until paid.
- 4.2 Customer shall be liable (a) for all unpaid charges payable on account of a shipment pursuant to this contract, and (b) to pay or indemnify Carrier for all claims, fines, penalties, damages, costs or other sums which may be incurred by Carrier by reason of any violation of this contract or any other default.



Regulatory Compliance:
AirCourier SameDay Service Agreement
405 East Ilex Drive
West Palm Beach, FL 33403
Phone 561-366-9300
Fax 877-366-9307

- 4.3 Overcharge and Undercharge Claims. All claims for overcharge or undercharge shall be made within one hundred eighty (180) days of the date of the original invoice, or the date of shipment, whichever comes first. The passage of such one hundred eighty (180) day period shall be a complete bar to any actions to recover an undercharge or overcharge.

5.0 LIMITATIONS OF LIABILITY; INSURANCE; CLAIMS.

- 5.1 Part of the consideration for the rates offered by Carrier is the limitation of liability as stated in this Agreement. Customer agrees and acknowledges that the rates are dependent upon this limitation. The limit of liability stated herein is subject to change and shall apply as set forth in the most recent Carrier's tariff.
- 5.2 Customer may declare a higher value on the entire shipment in which case an additional transportation charge as set forth in the most recent Carrier's Tariff shall be required.
- 5.3 In no case shall Carrier's liability exceed the actual value of the goods shipped.
- 5.4 Disclaimer of Consequential Damages. Carrier shall not be liable for special, incidental, consequential or exemplary damages of any kind or nature, regardless of whether such loss was reasonably foreseeable or whether Carrier was actually told of the possibility of such loss.
- 5.5 Concealed Damage. Concealed damage is damage discovered by the consignee after delivery of goods which were signed for with no visible damage to the containers. Concealed damage must be reported to Carrier in writing within fifteen (15) days from the date of delivery to the consignee. Should the damage appear to exceed \$500.00, an inspection of the goods will be necessary. Therefore, the shipment, its container and packaging materials must be held by the consignee, for at least fifteen (15) days after the date Carrier was notified, to allow for the inspection to be performed. Other claim information is contained in Carrier's tariff.
- 5.6 Limitation of Actions. Carrier and its agents shall not be liable in any action unless a claim has been filed within the time mandated by the Agreement or Carrier's tariffs, and an action is brought within one (1) year after the date written notice is given to the claimant that Carrier has disallowed the claim in full or in part. (On international shipments, an action for damaged freight must be brought within two (2) years after delivery of the shipment, and in the event of lost freight an action must be brought within two (2) years from the date the shipment should have arrived.)



Regulatory Compliance:
AirCourier SameDay Service Agreement
405 East Ilex Drive
West Palm Beach, FL 33403
Phone 561-366-9300
Fax 877-366-9307

6.0 MISCELLANEOUS

- 6.1 Controlling Terms. The following are incorporated by reference in this Agreement: the terms and conditions of Carrier's standard waybill or manifest; domestic bill of lading; international bill of lading; ocean bill of lading and any applicable tariffs and service guides. If there is a conflict between a term contained in one of these documents and this Agreement, the terms of this Agreement shall control.
- 6.2 Carrier includes all persons and/or entities and their agents and employees that carry store or handle the property herein or perform any other incidental services.
- 6.3 In tendering the shipment described in the waybill or manifest Customer agrees to these terms and conditions which no agent or employee of the parties may waive or alter.
- 6.4 Carrier's waybill or manifest is non-negotiable, does not convey title to the goods transported and has been prepared by Customer or prepared or completed by Carrier on behalf of Customer.
- 6.5 Governing Law. This Agreement shall be governed by and construed in accordance with the United States federal common law, the terms of any applicable international treaty, or in the event of a shipment outside of the United States, the country of origin of the shipment.
- 6.6 Attorney's Fees. In any action between the parties to enforce any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled to its reasonable costs and attorney's fees. As used in this paragraph, the term "prevailing party" shall extend to Carrier when it is able to enforce a limitation of liability as stated in this Agreement.
- 6.7 Confidentiality and Non-Disclosure. Both parties covenant and agree that they, their officers, employees or agents will not at any time during the term of this Agreement directly use or disclose in any manner whatsoever any information which is identified by the other party as proprietary, except as required by law or court order, provided however, that such non-disclosure obligation shall not apply to information now or hereafter in the public domain.
- 6.8 Force Majeure/Exclusion from Liability. Neither party shall be liable for delay or failure to perform due to circumstances beyond its reasonable control, including by way of illustration, but not limitation, acts of God, aircraft mechanical failures, the authority of law, labor disturbances, acts of the public enemy, acts of terrorism, or extreme weather. Carrier is not liable for any loss, damage, delay, misdelivery, non-delivery or other results caused by (a) the act, default or omission of Customer, shipper, consignee, or any other party who claims interest in the shipment, including any breach of the warranty set forth in paragraph 3.3

above; (b) the nature of the shipment or any defect, characteristic or inherent vice thereof; (c) violation by Customer, shipper or consignee of any of these terms and



Regulatory Compliance:
AirCourier SameDay Service Agreement
405 East Ilex Drive
West Palm Beach, FL 33403
Phone 561-366-9300
Fax 877-366-9307

- 6.9 conditions; or (d) compliance or non-compliance with delivery or special instructions.
- 6.10 Carmack Amendment. The provisions of the Carmack Amendment to the Interstate Commerce Act do not apply to any shipments handled by Carrier.
- 6.11 Independent Contractor. Neither party is, or shall be considered as, joint venturers, partners, agents, servants, employees or fiduciaries of the other, and neither have the power to bind or obligate the other, except as specifically set forth in this Agreement.
- 6.12 Assignment. This Agreement shall be binding upon and shall inure to the benefit of Carrier and Customer, and their respective heirs, successors and assigns.
- 6.13 No Waiver. A waiver by either party of a breach of any of the covenants or conditions of this Agreement to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants or conditions.
- 6.14 Entire Agreement. This Agreement, consisting of the foregoing, and all Exhibits and documents incorporated herein, correctly sets forth the entire agreement between the parties. Amendments to this Agreement may only be in writing, and signed by authorized representatives of both parties.

ICON EXPRESS

Customer

By: _____

By: _____

Name: _____

Name: _____

Tel: _____

Tel: _____

Title: _____

Title: _____

Date: _____

Date: _____