

## WARSAW CONVENTION NOTICE

The Warsaw Convention may be applicable, and the Convention governs and in most cases limits the liability of the carrier in respect to loss or damage to cargo, to \$ 9.07 USD per pounds, unless a higher value is declared on the Air Waybill by the shipper and extra charge paid for insurance. The liability of \$ 9.07 USD per pounds is approximately US \$ 20.00 per kilogram.

## TERMS AND CONDITIONS

In lending the shipment described for carriage, the Shipper agrees to the terms and conditions stated herein and MEIC, standard terms and conditions. No agent or employee of MEIC or the Shipper may later or modify these terms and conditions.

1. The MEIC Air Waybill is non-negotiable and the Shipper acknowledges that it has been prepared by the Shipper or by MEIC on behalf of the shipper. The shipper warrants that it is the owner of the goods transported hereunder, or it is the authorized agent of the owner of the goods, and that it hereby accepts MEIC's terms and conditions for itself and as Agent for and on behalf of any other person having any interest in the shipment.
2. The Shipper warrants that each article in the shipment is properly described on the Airway Bill and has not been declared by MEIC to be unacceptable for transport, and that the shipment is properly marked and addressed and proceed to ensure safe transportation with ordinary care in handling.  
The shipper hereby acknowledges that MEIC may abandon and/or release any item consigned by undervalued for Customs purposes or misdescribed herein, wether intentionally or otherwise, without incurring any liability whatsoever to the Shipper and the Shipper will save and defend, indemnify and hold MEIC harmless from all claims, damages, fines and expenses arising therefrom.  
The Shipper shall be liable for all costs and expenses related to the shipment and for costs incurred in either returning the shipment to the Shipper or warehousing the shipment pending disposition.
3. MEIC has the right, but not the obligation, to inspect any shipment including, without limitation, opening the shipment.
4. MEIC shall have a lien on any goods shipped for all freight charges, custom 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. The liability of MEIC for any loss or damage to the shipment (which terms shall include all documents or parcels consigned to MEIC under the Air Waybill) is limited to the lesser of: (a) us \$ 100.00 or (b) the amount of loss or damage to a document or parcel sustained or (c) the actual value of the document or parcel as determined under Section 6 hereof, without regard to its commercial utility or special value to the Shipper.
6. (A) The actual value of a document (which term shall include any item of no commercial value which is transported hereunder) shall be ascertained by reference to its cost of preparation or replacement, reconstruction, or reconstitution value at the time and place of shipment whichever is less.  
(B) The actual value of a parcel (which term shall include any item of no commercial value which is transported hereunder) shall be ascertained by reference to its cost or repair or replacement, resale, or fair market value at the time and place of shipment, whichever is less in no event shall such value exceed the original cost of the article paid by the Shipper plus 10%.  
(C) IN ANY CASE THE LIABILITY OF MEIC WILL BE LIMITED TO ONE HUNDRED DOLLARS (\$100).
7. MEIC shall not be liable, in any event, for any consequential or special damages or other indirect loss, however arising, whether or not MEIC had knowledge that such damages might be incurred, including, but not limited to loss of income, profits, interest, utility or loss of market.

8. While MEIC will endeavor to exercised its best efforts to provide expeditious delivery in accordance with regular delivery schedules, MEIC, will not under any circumstances be liable for delay in pick-up, transportation or delivery of any shipment, regardless of the cause of such delay.

Further MEIC 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 MEIC or (b) caused by: (i) 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 MEIC or of any Customs or other Government Officials, or of any Postal Service forwarder or other entity or person to whom a shipment is tendered by MEIC for transportation to any location not regularly served by MEIC, regardless of whether the Shipper requested or had knowledge of such third-party delivery arrangement; (ii) The nature of the shipment or any defect, characteristic, or inherent vice thereof; (iii) Electrical or magnetic injury, erasure, or other such damage to electronic or photographic images or recordings in any forms.

9. (A) Any claim must be brought by the Shipper and delivered in writing to the office of MEIC nearest the location at which the shipment was accepted within 14 days of the date of such acceptance. No claim may be made against MEIC outside of the time limit.

(B) 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 owed to MEIC.

10. These terms and conditions shall apply to, and inure to the benefit of MEIC and its authorized agents and affiliated companies, and their offices, directors and employees.
11. Materials not acceptable for transport. MEIC will not carry: currency, jewelry; bullion; traveler's checks; antiques; precious metals; fire arms; plants; illegal drugs; works of art; precious stones; explosives; live animals or semens; foodstuffs; perishables; negotiable instruments in bearer form; lewd, obscene or pornographic materials; industrial carbons and diamonds; IATA restricted articles, including hazardous or combustible materials, property the carriage of which is prohibited by any law, regulation or statute of any federal, state or local government of any country from, to or through which the shipment may be carried.

No parcel or item requiring a Custom declaration is acceptable for transport out of the origin country via MEIC's document service. Express package service must be clearly selected by the Shipper for such shipments.

12. Where the Consignee is to be billed for the cost of shipment, MEIC reserves the right to refuse delivery until all transportation and other charges have been paid. If the Consignee refuses to pay, the Shipper will be liable for all such charges, including, without limitation, costs of returning the shipment if required.

### INSURANCE

- (A) At the request of the Shipper and upon payment thereof, MEIC will arrange insurance on behalf of the Shipper in an amount not exceeding U.S. \$ 250.00
- (B) The insurance coverage shall be governed by all of the terms and conditions contained in the policy of insurance issued by the insurance carrier.
- (C) CONSEQUENTIAL DAMAGES AND LOSS OR DAMAGE RESULTING FROM DELAYS IN TRANSPORTATION ARE NOT COVERED BY ANY SUCH POLICY OF INSURANCE.  
MEICC certify the air freight charges for calculation duty on destination are true and correct.