

CONDITIONS OF CARRIAGE

1. It is mutually agreed between you as shipper (the "Shipper") and Forwarder that the shipment described in the waybill is accepted on the date thereof in apparent good order (except as noted) for carriage as specified therein subject to these Conditions of Carriage.
2. As used in these Conditions of Carriage, "Forwarder" means Q International Courier, LLC d/b/a Sterling, 175-28 148th Ave, Jamaica, New York, NY 11434, and its authorized agents.
3. In tendering the shipment for carriage, the Shipper warrants that: (a) all information provided by the Shipper is complete and accurate; (b) the shipment is properly packaged to protect the enclosed goods and to ensure safe transportation with ordinary care in handling; (c) that each package is appropriately labeled and is in good order for carriage as specified; and (d) all applicable customs, import, export and other applicable laws and regulations have been complied with.
4. All shipments may, at the Forwarder's option, be opened and inspected.
5. Forwarder shall not be liable for any loss, damage, delay, mis-delivery, non-delivery, or other result unless caused by its own negligence. In any event, Forwarder shall not be liable for loss, damage, delay, or other results caused by (a) acts of God, public enemies, public authorities acting with actual or apparent authority, authority of law, quarantine, riots, strikes, civil commotions, or hazards or dangers incident to a state of way, (b) the act or default of the Shipper or consignee, including any breach of the warranty set forth in Paragraph 3 above, (c) the nature of the shipment, or any defect, characteristic or inherent vice thereof, (d) violation by the Shipper or consignee of any of these Conditions of Carriage, (e) compliance with the Shipper's delivery or special instructions.
6. Forwarder shall not be liable for any loss of profit, loss of sales, loss of business, loss of goodwill or reputation, loss of revenue or for any special, indirect or consequential losses of any nature whatsoever, and even if the risk of such loss or damage was brought to Forwarder's attention.
7. In consideration of Forwarder's rate for the transportation of any shipment, which rate, in part is dependent upon the value of the shipment, the Shipper and all other having any interest in the shipment agree that the limit of Forwarder's liability shall be the lesser of: (a) the amount of any damages actually sustained, and (b) whichever of the following is greater: (i) \$500.00 per shipment tendered, or (ii) \$.50 per pound multiplied by the weight of the entire shipment.
8. In the event of the failure or inability of the consignee to take delivery of the shipment, Forwarder will notify the Shipper in writing at the address shown on the shipment and request disposition instructions. The Shipper shall be responsible for any storage charges. If the Shipper fails to provide disposition instructions within 30 days after the date of Forwarder's notice, Forwarder will return the shipment to the Shipper at the Shipper's expense. If the Shipper fails to accept delivery of a shipment thus returned, Forwarder may, upon 30 days written notice to the Shipper, dispose of the shipment as Forwarder sees fit.
9. Forwarder will exercise due diligence in routing shipment. Regardless of the method of transportation employed, the Forwarder's charges will apply.
10. Claims for loss or damage discovered by the consignee after delivery and after a clear receipt has been given to Forwarder must be reported in writing within 15 days after delivery of the shipment, with the right for Forwarder to inspect the shipment and its container(s) and packing materials within 15 days after receipt of such notice. With respect to shipments to Puerto Rico, claims must be reported within 7 days after delivery.

11. Claims for loss, damage, or delay must be made in writing within a period of 30 days after the date of acceptance of the shipment by the Forwarder. With respect to shipments to Puerto Rico, claims must be made within 120 days.
12. Forwarder shall not be liable in any action unless a claim has been filed and such action is brought within 1 year after the date written notice is given to the claimant that Forwarder has disallowed the claim in full or in part. To the extent that it is not governed by Federal law, these Conditions of Carriage shall be construed and the performance of the transportation shall be determined in accordance with the laws of the State, in which the shipment is accepted by the Forwarder. If any provision of these Conditions of Carriage is determined to be invalid or unenforceable, the remainder of the Conditions of Carriage shall not be affected.
13. No agent, employee, or representative of the Forwarder has the authority to modify any provision of these Conditions of Carriage.