

ADDITIONAL CONTRACT TERMS AND CONDITIONS

1. As used herein: "Asap" means Asap Freight LLC., a Utah Limited Liability Company, and Asap's employees and authorized agents; "shipper" means the party signing this Contract as Shipper as well as any party (including an insurer) having an interest in the shipment, any party paying for the shipment, and any party who acts as an agent for the shipper; "Shipment" means any and all property (whether said property is classified as goods, freight, cargo, commodities, or otherwise) shipped pursuant to this Bill of Lading; "contract of carriage" and "Contract" both mean the terms and conditions of this Contract Shipper agrees, on behalf of Shipper and as agent for Consignee, that carriage and all other services performed herein are subject to both the terms and conditions stated on the front and back of this Contract, as well as to the rates, rules and classifications set forth in Asap's currently effective tariff and/or service guide (which is/are available for inspection), all of which are incorporated herein by this reference. This Contract supersedes and negates any claimed, alleged or asserted oral agreement, promise, representation or understanding between the parties with respect to the shipment. Shipper certifies and represents to Asap that the information inserted on the front of this Bill of Lading is accurate and complete. In the event of a conflict between verbal instructions and those written by Shipper on the Front of this Bill of Lading, the latter will take precedence and will be used to determine how the shipment will be handled.

2. Shipper warrants that each item of property in this Shipment is truthfully, properly and completely described in the Bill of Lading, is properly marked, labeled and addressed, and is packaged adequately to protect the enclosed property and to insure safe transportation with ordinary handling, and except as noted on the face of this Bill of Lading, is in good order and condition and that each item of property does not violate existing federal or state transportation regulations. The Shipper must indicate the type of service requested in the designated area on the face of the Bill of Lading. If the type of service is not indicated, the Shipment will be rated at the highest applicable tariff rate. At the time of delivery the Consignee must note on the delivery receipt any exceptions to the shipping containers that would indicate a discrepancy (shortage in the shipment, damage to the containers, or possible damage to the contents of the container). The Consignee may not inspect the contents of the shipping container until the Consignee signs for the shipment on the delivery receipt. Such notation as "subject to inspection" and "subject to recount" are not exceptions. A Shipment in which delivery is made in exchange for a clear delivery receipt shall be prima facie evidence of having received ordinary care and handling. All Shipment may, at Asap option, be opened for inspection. However, Asap is not obligated to perform such inspection. Asap reserves the right to reweigh and dimensionalize any Shipment and adjust its charge accordingly. A dimensional factor of 194 shall be used on all domestic shipments and a dimensional factor of 165 shall be used on international shipments.

3. NOTWITHSTANDING ANYTHING ELSE CONTAINED IN THIS CONTRACT: A) ASAP SHALL NOT BE LIABLE IN ANY EVENT FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF INCOME, LOSS OF USE, OR LOSS OF MARKET, WHETHER OR NOT ASAP HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED, AND IRRESPECTIVE OF THE NEGLIGENCE OR FAULT OF ASAP; AND/OR B) ASAP SHALL ALSO NOT BE LIABLE IN ANY EVENT, WHETHER OR NOT ASAP HAD KNOWLEDGE THAT SUCH DAMAGE MIGHT BE INCURRED, AND IRRESPECTIVE OF THE NEGLIGENCE OR FAULT OF ASAP FOR ANY DAMAGES RESULTING FROM ANY OR ALL OF 1) ACTS OF GOD, 2) STRIKES OR CIVIL COMMOTION, 3) WEATHER, 4) AIRCRAFT FAILURES OR MECHANICAL FAILURES, 5) ACTS OR OMISSIONS OF CUSTOMS OR QUARANTINE OFFICIALS, 6) THE NATURE OR INHERENT VICE OR ANY DEFECT OR CHARACTERISTIC OF ANY PART OF SHIPMENT, 7) ACTS OF PUBLIC ENEMIES, ACTS OF TERRORISM, ACTS OF WAR, OR 8) OMISSIONS OF THE SHIPPER AND/OR THE CONSIGNEE 9) INCLUDED BUT NOT LIMITED TO IMPROPER PACKAGING, MARKING, INCOMPLETE/INACCURATE SHIPPING INSTRUCTIONS, OR MISLABELING OF ANY PART OF A SHIPMENT BY THE SHIPPER, AND/OR 9) VIOLATION BY THE SHIPPER AND/OR THE CONSIGNEE OF ANY OF THE TERMS AND CONDITIONS OF THIS CONTRACT OR THE RULES RELATING TO ANY PART OF A SHIPMENT NOT ACCEPTABLE FOR TRANSPORTATION OR ACCEPTABLE ONLY UNDER CERTAIN CONDITIONS AS OUTLINED HEREIN, FURTHER, UNLESS A GREATER VALUE IS DECLARED IN WRITING IN THE SPACE ENTITLED "DECLARED VALUE" ON THE FRONT OF THIS BILL OF LADING AND THE SHIPPER HAS AGREED PRIOR TO SHIPMENT TO PAY THE EXCESS VALUE FEE ASSESSED BY ASAP FOR SAID GREATER DECLARED VALUE, THE SHIPPER RELEASES ALL PROPERTY IN THIS SHIPMENT TO A RELEASED VALUE OF FIFTY CENTS (U.S.) PER POUND MULTIPLIED BY THE NUMBER OF POUNDS OF EACH PIECE(S) OF THE SHIPMENT WHICH MAY HAVE BEEN LOST OR DAMAGED (BUT NOT LESS THAN \$50.00 PER SHIPMENT) OR THE ACTUAL VALUE OF SUCH PIECE(S), WHICHEVER IS LESS. THEREFORE, WHETHER OR NOT ASAP HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED, AND IRRESPECTIVE OF THE NEGLIGENCE OR FAULT OF ASAP, ASAP TOTAL LIABILITY FOR LOSS OR DAMAGE FOR ALL OR ANY PART OF THIS SHIPMENT IS LIMITED TO PROVEN DAMAGES UP TO AN AMOUNT NOT EXCEEDING FIFTY CENTS (U.S.) PER POUND, UNLESS A) A GREATER VALUE IS DECLARED IN WRITING IN THE SPACE ENTITLED "DECLARED VALUE" ON THE FRONT OF THIS BILL OF LADING AND B) THE SHIPPER HAS AGREED, PRIOR TO SHIPMENT, TO PAY THE EXCESS VALUE FEE ASSESSED BY ASAP FOR SAID GREATER DECLARED VALUE. IN SUCH AN EVENT INVOLVING A DECLARED VALUE, ASAP LIABILITY SHALL BE LIMITED TO PROVEN DAMAGES NOT TO EXCEED THE HIGHER DECLARED VALUE FOR WHICH THE SHIPPER HAS AGREED, PRIOR TO SHIPMENT, TO PAY ANY MONETARY LOSS WHICH IS A RESULT OF AUXILIARY SERVICES PERFORMED BY ASAP OR IT'S AGENTS BE GREATER THAN THE LIABILITY CONTAINED IN THIS CONTRACT.

4. All claims for overcharges must be made in writing to Asap within one (1) year from the date of the shipment. All other claims (except concealed loss/damage claims) for loss or visible damage must be made in writing to Asap within two hundred forty (240) days from date of shipment. Claims for concealed damage after a clear receipt for the shipment has been given must be reported in writing to asap within three (3) days of delivery, and all property must be retained in the original shipping container with all packing material available for inspection by Asap at place of delivery for a period of no less than thirty (30) days after Asap has received written notice of damage. No claim for loss or damage will be entertained until all transportation charges have been paid in full. The amount of claims may not be deducted from transportation charges. Legal action to enforce a claim must be brought within one (1) year after the claim has been denied in writing by Asap.

5. The customer agrees to pay, in the event the account becomes delinquent and is turned over to an attorney or third party collector, fees equal to fifty percent (50%) of the balance due plus all attendant collection costs in addition to the balance due. A finance charge of 1 3/4% per month (Annual percentage rate 21%) may be charged on overdue accounts with a minimum charge of \$25 to be assessed for each monthly overdue assessment. Should ASAP Freight make a good faith determination to not make a monthly assessment for an overdue balance, this good faith action on the part of ASAP Freight does not diminish ASAP Freight's right to make such assessments for subsequent months.