

TERMS AND CONDITIONS

Definitions

On this Pro Bill. "We", "our", "us", "Carrier" and "Energy" refer to Energy Transport Logistics, its employees, subsidiaries and agents. "You" and "your" refer to the sender, shipper its employees, and agents.

Agreement to Terms

By giving us your shipment, you agree to all the terms on this Pro Bill and in the current Energy Transport Logistics Rules Tariff, which is available upon request and at Energytransportlogistics.com. You also agree to those terms on behalf of any third party with an interest in the shipment. If there is a conflict between the current Energy Transport Logistics Rules Tariff and this Pro Bill, the current Energy Transport Logistics Rules Tariff will control. No one is authorized to change the terms of our Agreement.

Responsibility for Payment

Freight charges are the primary responsibility of the debtor as indicated on this Pro Bill. If transportation charges are not paid by the original debtor within 30 days of the date of invoice, the shipper/consignee assumes full responsibility to pay this carrier's charges in full. If the debtor is not indicated on this Pro Bill, all charges will be the responsibility of the consignee.

Limitations and Liabilities Not Assumed

The carrier shall not be liable for any loss, damage, delay, mis-delivery, non-delivery, or other result not caused by its own negligence. The carrier shall not be liable for any loss, damage, delay, mis-delivery, non-deliver, or other result caused by the act, default or omission of the consignee/shipper or any other party claiming interest in the shipment, the nature of the shipment of defect or inherent vice therein or improper or insufficient packing, securing or addressing or any other violation of the terms contained in the current copy of the Energy Transport Logistics Rules Tariff. Acts of God, perils of the air, public enemies, public authorities acting with actual or apparent authority on the premises, authority of law, quarantine, riots, strikes, civil commotions or hazards incident to a state of war, acts or omissions of any person other than the carrier, including compliance with delivery instructions from the shipper or consignee. The carrier shall not be liable in any event for any consequential or special damages arising from transportation whether or not the carrier had knowledge that such damages might be incurred. This carrier accepts liability for properly of its shipper received for transportation under the provisions of the Energy Transport Logistics Rules Tariff subject to the provisions of the Energy Transport Logistics Rules Tariff, with the exception of certain products, including: antiques, negotiable instruments, precious metals, precious stones, jewelry: works of art, furs, any or all of which will not be accepted for transport.

Declared Value

Rates named in this tariff or in tariff and schedules making reference hereto are based on a released value by the shipper not to exceed 50 cents per pound per piece, subject to a maximum value of \$10,000 per shipment. The released value shall be deemed to relate to the gross weight of each shipping package separately and not to the shipment as a whole. In the case of loss or damage to a portion of the contents of a shipping package, the amount recoverable will be released value per pound multiplied by the gross weight of the package, but no more than the actual loss or damage. If the shipper declares value higher than 50 cents per pound the declared value or released value must be clearly shown on this carrier's Pro Bill. Pro Bill must be signed by the shipper. The declared value charge for shipments received on this carrier's bills having a prior or subsequent move by air or sea, or interline shipments, to be transported at a value higher than 50 cents per pound will be 60 cents for each additional \$100 value or portion thereof, up to a maximum carrier liability of \$100,000 per bill. Certain excluded items cannot have a declared value as detailed in the Energy Transport Logistics Rules Tariff. This carrier's cargo liability for shipments received on another carrier's bills will be limited to 50 cents per pound unless Energy Transport Logistics has accepted additional liability through the execution of a contractual agreement with the shipper or claimant. For shipments of any kind transported with a stated or declared value in excess of \$50,000, advance warning must be given to a Energy Transport Logistics manager via a faxed written notice and a written confirmation is returned via fax prior to the movement taking place.

Filing a Claim

All claims for loss; damage or delay to cargo must be filed in writing with this carrier by claimant within nine (9) months after delivery of the property, or in the case of failure to make delivery, within nine (9) months after a reasonable time has elapsed. Claims for loss, damage or delay to cargo will not be paid voluntarily by this carrier and must be filed in writing with this carrier by the claimant. In no case will this carrier accept responsibility for consequential damage or special damages beyond the value of the goods or portion thereof that are the subject of the claim. In the case of concealed damage, which is not apparent at the time of delivery by this carrier, this damage must be reported to this carrier and a request for physical inspection of the damage by this carrier or its agent must be made in writing to this carrier within fifteen (15) days of the date of delivery. For us to process your claim, you must make the original shipment and packing available for inspection.