

> Important Advice To Customers

These Conditions exclude i-parcel, LLC and i-parcel, LLC servants and agents from any liability for certain losses and damage and limit the amount of liability of i-parcel, LLC and i-parcel, LLC servants and agents for other losses and damage to the amount stated. Customers are therefore advised to obtain their own insurance for any losses and damage that are not expressly accepted by i-parcel, LLC.

1. Any business undertaken by i-parcel, LLC is carried subject to these Conditions, which shall be deemed to be incorporated in and to be a condition of any agreement, whether written, oral or implied, between i-parcel, LLC and a customer. These Conditions may not be varied except by an agreement in writing and signed on behalf of i-parcel, LLC by an authorized officer.
2. i-parcel, LLC shall notify customers of i-parcel, LLC rates. Subject to payment of these rates, i-parcel, LLC undertakes to carry the customer's documents or goods to destinations agreed to between i-parcel, LLC and the customer. i-parcel, LLC reserves the right to carry the customer's documents or goods by any route and procedure and by successive carriers and according to i-parcel, LLC handling, storage and transportation methods.
3. i-parcel, LLC uses the International Volumetric Standard (Length x Width x Height / 139 = imperial pounds) to calculate dimensional weight when it applies. When the International Volumetric Standard exceeds the actual weight of a shipment in pounds, it becomes the billable weight of the shipment.
4. i-parcel, LLC is not a common carrier and will only carry documents or goods subject to these Conditions. i-parcel, LLC will not carry dangerous, hazardous, combustible or explosive materials, gold and silver bullion, coin, dust, cyanides, precipitates, or any form of uncoined gold and silver ore bullion, platinum and other precious metals, precious and semi-precious stones including commercial carbons or industrial diamonds, currency (paper or coin) of any nationality, negotiable securities, stocks, bonds, certificates, uncanceled postage or revenue stamps, war savings or thrift stamps, blank or endorsed bank cashiers' checks, money orders or traveler's checks, letters, antiques, pictures, livestock or plants. In the event any customer shall consign such items to i-parcel, LLC, the customer shall indemnify i-parcel, LLC for all claims, damages and expenses arising in connection therewith, and i-parcel, LLC shall have the right to deal with such items as it shall see fit, including the right to abandon carriage of the same immediately upon i-parcel, LLC's having knowledge that such items infringe these Conditions.
5. In addition to the items listed in paragraph 4, i-parcel, LLC, in i-parcel, LLC's absolute discretion, reserves the right to refuse to carry any other documents or goods for any person, firm or company and to carry any other class of documents or goods. I-parcel, LLC, from time to time, shall notify customers of any documents or goods not listed in paragraph 4 that are not acceptable for carriage.

6. i-parcel, LLC reserves the right to inspect all documents or goods consigned by i-parcel, LLC customers to ensure that all documents or goods are acceptable for carriage and that they may be carried to the countries of destination within the standard operating procedures of i-parcel, LLC. In making this reservation, i-parcel, LLC does not warrant that any particular item to be carried is capable of carriage and delivery without infringing the law of any country or state from, to or through which the item may be carried.

7. In order to complete clearance of certain goods through customs, i-parcel, LLC may be required to advance on customer's behalf certain duties and taxes. In this event, the customer will be assessed an amount based on i-parcel, LLC's best estimate of the duties and taxes it will need to advance and a customs clearance fee, plus a percentage surcharge pursuant to prior agreement between customer and i-parcel, LLC. The amount may not reflect the actual duties and taxes paid to complete clearance of the goods through customs. The amount will vary by country. At i-parcel, LLC's sole discretion, it may require advance payment or confirmation of reimbursement arrangements as a precondition to completion of clearance and delivery including, but not limited to, cases of deliveries to recipients that i-parcel believes are not creditworthy and of shipments with high declared values. Any rates quoted by i-parcel, LLC for carriage are inclusive of local airport taxes but exclusive of any value added taxes, duties, levies, imposts, deposits or outlays incurred in respect of carriage of the customer's documents or goods. Should the customer indicate on the consignment note that the receiver shall be liable for any customs duty, i-parcel, LLC may attempt to collect from receiver but the customer shall be liable for such customs duty in the event the receiver fails to pay. If the receiver fails to pay the duties/taxes, the shipment may be returned to the customer or placed into a general order warehouse or a customs-bonded warehouse. The customer must then pay the advanced duties/taxes, the original transportation charges and the return charges. I-PARCEL, LLC will not be liable for any penalties imposed or loss or damage incurred due to the impoundment of the customer's documents or goods by customs or similar authorities. The customer hereby agrees to indemnify, defend and hold harmless i-parcel, LLC, its officers, directors, employees, agents and their successors and assigns from any and all claims, demands, expenses or liabilities including but not limited to, fines, penalties, liquidated damages, storage charges, duties, fees, taxes, late payment fees or other money due, arising from the transportation, importation, exportation or customs clearance of shipments on behalf of the shipper or arising from the shipper's noncompliance with the laws of the origin and destination countries or i-Parcel LLC's requirements applicable to the shipment.

8. The customer shall be solely responsible for the packaging of the customer's documents or goods for carriage, including placing the documents or goods in any container that i-parcel, LLC may supply. I-parcel, LLC shall not be liable for any loss or damage to documents or goods caused by inadequate or inappropriate packaging. The customer shall be solely responsible for properly addressing each consignment of documents or goods to enable effective delivery to be made. I-parcel, LLC shall not be liable for delay in forwarding or delivery

resulting from the customer's failure to address properly any consignment of documents or goods.

9. The customer is liable for all losses, damages and expenses arising as a result of the customer's failure to comply with obligations under these Conditions or as a result of the customer's negligence.

10. i-parcel, LLC will only carry documents or goods that are the property of the customer. The customer warrants that it is authorized to accept and is accepting these Conditions not only on behalf of i-parcel, LLC, but also as agent for and on behalf of all other persons who are or may hereafter become interested in the documents or goods. The customer hereby undertakes to indemnify i-parcel, LLC against any damages, costs and expenses resulting from any breach of this warranty.

11. IF I-PARCEL, LLC LOSES, DAMAGES, DELAYS OR FAILS TO DELIVER A CUSTOMER'S PREFERRED OR IMMEDIATE CONSIGNMENT BECAUSE OF THE NEGLIGENCE OF I-PARCEL, LLC, I-PARCEL, LLC'S SERVANTS OR AGENTS, I-PARCEL, LLC SHALL BE LIABLE, SUBJECT TO CLAUSE 11, IN AN AMOUNT NOT TO EXCEED THE LESSER OF THE CONSIGNMENT'S RETAIL VALUE OR US \$100. FOR THE PURPOSE OF ESTABLISHING THE AMOUNT OF I-PARCEL, LLC'S LIABILITY UNDER THIS CLAUSE, THE VALUE OF A DOCUMENT OR THE GOODS SHALL BE DETERMINED BY REFERENCE TO THEIR REPLACEMENT OR RECONSTITUTION VALUE AT THE TIME AND PLACE OF SHIPMENT. EXCEPT AS STATED, I-PARCEL, LLC SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, DELAY OR FAILURE TO DELIVER A CUSTOMER'S DOCUMENTS OR GOODS, INCLUDING BUT NOT LIMITED TO ANY DELAY IN THE CARRIAGE OR DELIVERY OF DOCUMENTS OR GOODS THAT IS BEYOND I-PARCEL, LLC'S CONTROL. I-PARCEL, LLC SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES, INCLUDING LOSS OF INCOME OR PROFIT, WHETHER OR NOT I-PARCEL, LLC KNEW OR SHOULD HAVE FORESEEN SUCH POSSIBLE DAMAGES AND WHETHER OR NOT I-PARCEL, LLC WAS NEGLIGENT OR ENGAGED IN WILLFUL MISCONDUCT. I-PARCEL SHALL NOT BE SUBJECT TO CLAUSE 11 FOR ANY SAVER OR SAVER DEFERRED LOST, DAMAGED OR DELAYED CONSIGNMENTS AND SHALL NOT BE LIABLE FOR ANY COMPENSATORY DAMAGES FOR THE SAME.

12. The customer must notify i-parcel, LLC at i-parcel, LLC's offices at 25 Corporate Drive, Burlington, MA 01801 or via any other mutually agreed claim method with the customer of any claim for duties and liabilities within 28 days of the date when the documents or goods should have reached their destination. The written notification shall include all information and documents about the claim, including the actual value of the shipment and proof of loss. At i-parcel, LLC's request, the customer shall make all original packaging materials for inspection. Notwithstanding any claim, the customer shall pay all charges for carriage and may not deduct any claims from carriage charges the customer owes i-parcel, LLC. Any claim not meeting these requirements shall be invalid.

13. i-parcel, LLC is not an air transport carrier within the Warsaw Convention of 1929 and subsequent air carriage treaties and legislation. i-parcel, LLC acts as agents for i-parcel, LLC customers when consigning documents or goods with a particular airline for onward carriage, and without prejudice to i-parcel, LLC general right

of subrogation, i-parcel, LLC shall have the right to recover compensation from any airline for loss, damage or expense incurred by any customer on behalf of that customer.

14. All provisions of these

Conditions are severable. The law of Delaware applies without regard to conflict of law rules. The customer consents to the exclusive jurisdiction of Delaware State courts over actions arising under or relating to these Conditions. All parties waive trial by jury.

15. The shipper understands under Transportation Security Administration regulations, i-parcel, LLC, as an Indirect Air Carrier "must refuse to offer for transportation by air any cargo shipment if the shipper does not consent to the screening of the cargo". By accepting these terms and conditions, I consent to the screening of my shipment(s).