

First Global Xpress, LLC Terms and Conditions of Service

Effective January 3, 2011

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FIRST GLOBAL XPRESS, LLC TERMS AND CONDITIONS OF SERVICE

Effective January 3, 2011

1. Introduction

The following sets forth the general terms and conditions of contract under which First Global Xpress, LLC (“FGX”) and its affiliates are engaged in the transportation of packages via the services described below.

These FGX Terms and Conditions of Service (“Terms”) are effective as of the date set forth above and are subject to change without prior notice. These Terms supersede all previous terms and conditions, amendments, supplements, and other prior statements concerning the rates and conditions of FGX service to which these Terms apply. These Terms are available for download, in pdf format, at www.fgx.com. By ordering FGX’s services you, as the Shipper, agree on your behalf and on behalf of anyone else with an interest in the Shipment, that the version of the Terms posted on www.fgx.com shall apply from the time FGX accepts your shipment.

2. Definitions

“**Air Waybill**” means any shipping document, label, electronic entry or similar item used in the FGX system for the services described in these Terms.

“**Bill Account**” means that all charges will be billed to the specified FGX account holder. This is the only type of service where credit terms are given.

“**Bill Recipient**” means the specified charges will be billed to the recipient. The recipient must pay for the package via credit card before the shipment clears customs.

“**Bill Third Party**” means the specified charges will be billed to someone other than the sender or recipient.

“**Business Day**” means Monday through Friday except for the following U.S. holidays: Memorial Day, New Year’s Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Holidays in non-US locations do not constitute a “Business Day” and Business Days may be different from those in the U.S.

“**Carrier**” means the air carrier issuing the Air Waybill and all air carriers that carry the goods or perform any other services related to the shipment.

“**Chargeable Weight**” means the greater of actual or dimensional weight. For all rating purposes, “length” is the longest side of any package or object. Any fraction of a pound is rounded up to the next-higher pound.

“**Customer,**” “**Sender**” or “**Shipper**” means the person whose name is listed on the Air Waybill as the sender or the company that is the FGX account holder.

“**Dangerous Goods**” means materials regulated by the International Civil Aviation Organization (ICAO) and published in the International Air Transport Association (IATA) Dangerous Goods Regulations

“**Dimensional Weight**” means the weight calculated by applying the shipment dimensions (in inches) in the following formula: *(length in x width in x height in)/139* for international shipments and *(length in x width in x height in)/166* for U.S. domestic shipments.

“**First Global Xpress,**” “**FGX,**” “**Our,**” “**Us**” and “**We**” refer to First Global Xpress LLC, its officers, employees and agents.

“**FGX INFL**” means the First Global Xpress International Next Flight service.

“**FGX INX**” means the First Global Xpress International Express service.

“**Freight**” means any single piece or skid with a chargeable weight greater than 70 lbs (any fraction of a pound is rounded up to the next-higher pound) and/or dimensions exceeding 90 linear inches (Length + Width + Height). Maximum piece sizes may apply. Please contact FGX for details.

“**In Good Credit Standing**” means that payment on the FGX account is current.

“**Montreal Convention**” means the convention for the unification of certain rules relating to international shipment by air, signed at Montreal, May 28, 1999, and any amendments thereto.

“**Package or Parcel**” means any single parcel or piece with a chargeable weight of 70 lbs. or less. Any fraction of a pound is rounded up to the next-higher pound.

“**Recipient**” means the person whose name is listed on the Air Waybill as the recipient.

“**Reroute**” means to deliver a shipment to an address different from that specified on the Air Waybill, and includes a change from one street address to another in the same city. Any requested change to an address that is not a Reroute or an address correction is a new shipment, and new shipping charges will apply.

“**Service Failure**” means the delivery of your shipment, parcel or package 24 hours or more after our published **lodging** commitment for the FGX service for that package, except as otherwise described in these Terms.

“Shipment” means one or more pieces, either packages or freight, moving on a single air waybill.

“Transportation Charges” mean the amounts assessed for movement of a shipment and do not include any other fees or charges.

“You” or “Your” means the shipper/sender, recipient and their agents, servants, employees, and any other person or entity having or claiming an interest in a shipment.

“Warsaw Convention” means the convention for the Unification of certain rules relating to international shipment by air, signed in Warsaw, Oct. 12, 1929, and any amendments thereto, including the Montreal protocol no. 4.

3. Billing

3.01 Unless otherwise agreed to in writing by FGX, shipping charges will be billed to the Sender. Senders that have an account with FGX may choose the Bill Account option. All other Senders must pay the agreed upon fee prior to any shipment.

3.02 FGX accepts shipments for third party billing, provided that the third party has a valid FGX account number, the third party account number has been entered in the appropriate section of the Air Waybill, and the third party account is in Good Credit Standing. The sender is liable for, and will be billed for, all charges and fees in the event the recipient or any third party does not pay. If the third party refuses to pay, the Transportation Charges will automatically be billed to the Sender as well as any duties and taxes. If the third party does not have credit arrangements with FGX, the Sender will automatically be billed.

3.03 Senders are solely responsible for accurately completing all sections of the Air Waybill and for the entry of accurate shipment information into any electronic shipping device. If you fail to provide or correctly enter this information, you will be billed and agree to pay based on our estimate of the number of packages transported and either the dimensional weight at the time of billing or a standard default weight-per-package estimate, both of which will be determined by us at our sole discretion. If no service is marked, we will send your Shipment via FGX’s INX service.

3.04 Account holders that have been extended with credit terms must pay Invoices for Transportation Charges as well as all duties and taxes are payable within 30 days of the invoice date.

3.05 We reserve the right to verify the method of payment for any Shipment and to refuse any Shipment for which the method of payment cannot be verified.

3.06 At our sole discretion, we may accept requests to change billing instructions

3.07 A US\$50 special handling fee will be charged to you for any check or electronic funds transfer that is dishonored for any reason.

3.08 Duties and taxes may be assessed on the contents of shipments destined for international locations. If we advance duties and taxes on behalf of the payer, the payer may be assessed a surcharge based on a flat rate or a percentage of the total amount advanced (whichever is greater).

3.09 When making a payment you must reference the invoice numbers to which your payment applies. Payment should be sent to one of the following:

By check:
First Global Xpress, LLC
c/o Abrams & Co.
250 W 57th ST
New York, NY 10107

By wire or ACH:
FGX Account: 95080364
Routing: 021000089

Direct withdrawal:
Contact us at, accounts@fgx.com

4. Invoice Adjustments/Overcharges

4.01 We reserve the right to audit Air Waybills and Shipments. If the service selected or weight entered is incorrect, FGX has the right to make the appropriate adjustments to the Shipment charges at any time.

4.02 Our money back guarantee policy governs and is the exclusive remedy for requests for refunds or credits related to Service Failures. If the money back guarantee is suspended or revoked, there is no remedy.

4.03 Requests for invoice adjustments due to an overcharge must be received within 15 days of the original invoice date (or ship date if prepaid by cash, check, money order or credit card).

4.04 FGX is not obligated to refund any overcharge or pay any other obligation owed when your FGX account is, or has been in the past 2 years, more than 60 days past due.

4.05 The Shipper and any other party liable for payment are responsible for all reasonable costs incurred by FGX in obtaining or attempting to obtain payment for

services rendered by us. Such costs include, but are not limited to, attorneys' fees, collection agency fees, interest and court costs.

4.06 At FGX's sole discretion, FGX may transfer and assign ownership of, and any rights to collect, any and all charges due and payable to us.

5. International Shipments

5.01 If your Shipment involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention or Montreal Convention may be applicable and in most cases will limit FGX's liability for loss or damage, unless you declare a value for insurance for your shipment and pay the required fee.

5.02 FGX assumes no obligation to carry the goods by any specified aircraft or over any particular route or to make connections at any point according to any schedules. You agree that FGX may, without notice, substitute carrier or aircraft, deviate from the route or routes, or cause the goods to be transported by motor vehicle. Cartage agents whom provide pickup and delivery to many international locations are selected at our discretion alone.

6. Claims and Legal Actions

6.01 Only one claim may be filed per Shipment, settlement of which will extinguish any right to recovery for all losses or damages in connection therewith.

6.02 All claims and documentation supporting the amount of your claim must be received by FGX, in writing, within fifteen (15) calendar days of delivery or from the date on which the shipment should have been delivered, failing which FGX shall have no liability whatsoever. Such documentation may include original purchase invoices, estimates or invoices for repair, expense statements, appraisals, final confirmation screens with proof of purchase, or other records. These documents must be verifiable to our satisfaction. You agree to comply with all applicable notice requirements.

6.03 Any right that you might have to damages or any other legal or equitable relief whatsoever against FGX under any cause of action arising from any FGX Shipment shall be extinguished unless the Shipper or Claimant (1) completely complies with all applicable notice and claims requirements set forth in these Terms; and (2) pleads on the face of any complaint filed against FGX satisfaction and compliance with those notice and claims requirements as a contractual condition precedent to recovery.

6.04 FGX has no obligation to act on any claim until all transportation charges have been paid. The claim amount may not be deducted from these charges or from any outstanding balance owed to us. You and we agree that FGX cannot be considered to have breached any obligation to you unless or until we wrongfully deny a claim that has

been submitted to us in accordance with the notice periods and requirements contained in these Terms.

6.05 FGX reserves the right to inspect a damaged shipment on the recipient's premises as well as the right to retrieve the damaged package for inspection at an FGX facility. All of the original shipping cartons, packaging and contents must be retained until the claim is concluded.

6.06 The terms and conditions applicable to the original shipment (including any declared value) will govern the disposition of all claims in connection with the shipment, including any claim relative to the retrieval, inspection or return of the package. When a package is picked up for inspection, a receipt for the damaged package will be provided if requested by the recipient.

6.07 Except in the case of concealed damage, receipt of the shipment by the recipient without written notice of damage on the Air Waybill is prima facie evidence that the shipment was delivered in good condition.

6.08 When FGX resolves a claim by paying full value for a Shipment, we reserve the right to pick up the package for salvage, and all rights, title to, and interest in the package shall vest with us.

6.09 All the necessary forms and instructions for filing a claim can be found at www.fgx.com.

6.10 You agree that you will not sue FGX as a class plaintiff or class representative, join as a class member, or participate as an adverse party in any way in a class-action lawsuit against us. Nothing in this paragraph, however, limits your right to bring a lawsuit as an individual plaintiff

6.11 To the extent that any court finds that state rather than federal law applies to any provision of this contract, the controlling law is the substantive law of the State of New York.

7. Credit terms

7.01 FGX does not provide individual consumer accounts.

7.02 As a condition of extending credit privileges, FGX reserves the right to require business customers to provide current financial information, agree to bank draft arrangements for payment on account, provide a security deposit or provide a bank letter of credit.

7.03 When credit privileges are extended, FGX reserves the right to establish and enforce a credit limit on your account. At our sole discretion we may review and amend the credit limit on your account.

7.04 The invoice date begins the credit term cycle. Payment for Transportation Charges is due within 30 days of the invoice date. Failure to keep your FGX account current will result in your account being placed on cash-only or stop status. This status may impair your ability to use our services, delay your shipments and may result in the loss of any applicable discounts.

7.05 If the account number to be billed is not in Good Credit Standing, the package may be refused, held, or stopped in transit until you make alternative payment arrangements.

7.06 In the event that your credit privileges are suspended, they will not be restored until you have paid all past-due balances in full and all costs, fees and expenses incurred by FGX in collecting or attempting to collect such balances. FGX may require establishment of electronic funds transfer as a prerequisite to credit restoration. FGX may decline to restore credit privileges even if all costs, fees and expenses are paid.

7.07 FGX may apply payments made on your account to any unpaid invoice issued on your account, at its sole discretion.

7.08 Requests for research or refunds of payment must be received within 15 days from the date of payment.

8. Customs Clearance

8.01 All shipments that cross international borders must be cleared through customs. The Shipper is responsible for ensuring that goods shipped internationally are acceptable for entry into the destination country. The Shipper must provide FGX with all the documentation and information required by the laws of the origin and destination countries for export and import. All charges for shipment to and return from countries where entry is not permitted are the sender's responsibility.

8.02 FGX will submit Shipments to customs and other regulatory agencies for clearance. FGX may pay, on the Shipper and recipient's behalf, any duties, taxes or fees that may be assessed or required by any applicable laws or regulations, provided that appropriate credit arrangements have been made in advance. FGX may charge a service fee, where applicable, on international shipments to recover the costs passed on to FGX by any regulatory agency for regulatory filing. The types and amounts of fees vary by country.

8.03 In some instances, at our discretion, we accept instructions from recipients to use a designated customs broker other than FGX or the broker designated by the Shipper. FGX reserves the right to clear the shipment if the broker cannot be determined or will not perform clearance or if complete broker information is not provided (including name, address, phone number and postal code).

8.04 When shipments are held by customs or other agencies due to incorrect or missing documentation, FGX may attempt first to notify the recipient. If local law requires the correct information or documentation to be submitted by the recipient and the recipient fails to do so within a reasonable time, as determined by FGX, the shipment may be considered undeliverable. If the recipient fails to supply the required information or documentation, and local law allows the Shipper to provide the same, FGX may attempt to notify the Shipper. If the Shipper also fails to provide the information or documentation within a reasonable time, as determined by FGX, the shipment will be considered undeliverable. FGX assumes no responsibility for our inability to complete a delivery due to incorrect or missing documentation, whether or not we attempt to notify the recipient or sender.

8.05 FGX assumes no responsibility for Shipments abandoned in customs, and such Shipments may be considered undeliverable.

8.06 U.S. import shipments that contain products that originate from wildlife or contain wildlife may require original permits/certificates (cites) for U.S. Fish and Wildlife Service clearance. U.S. importers of wildlife products must obtain an import license from the U.S. Fish and Wildlife Service for commercial shipments.

8.07 The U.S. Food and Drug Administration (FDA) requires prior notice for certain shipments containing food or food articles for human or animal consumption prior to their arrival in the U.S. A copy of the FDA prior notice confirmation record must be included with the shipping documentation for all foods and food products that require prior notice.

8.08 For shipments that must be cleared through customs by the recipient, FGX will deliver the customs paperwork to the recipient. Delivery of paperwork constitutes timely delivery.

9. Dangerous Goods

9.01 Dangerous goods, defined as those materials regulated by the International Civil Aviation Organization (ICAO) and published in the International Air Transport Association (IATA) Dangerous Goods Regulations, are accepted by FGX for Shipment, with the exception of firearms and explosives.

9.02 All packages containing Dangerous Goods must comply with ICAO technical instructions for the safe transport of Dangerous Goods by air, the IATA Dangerous Goods Regulations and, where applicable, Title 49 of the Code of Federal Regulations (“49CFR”). Shippers of Dangerous Goods, whether prepared under ICAO/IATA or 49CFR, must comply with all IATA regulations. The Shipper is responsible for complying with all packing requirements and the appropriate marking and labeling of the package, documentation, as well as compliance with all applicable local, state and federal laws, regulations, ordinances and rules. The Shipper is also responsible

for ensuring that the recipient complies with all applicable local, state and federal laws, regulations, ordinances and rules for applicable hazard classes.

9.03 Shippers must comply with all applicable local, state and federal laws governing packing, marking and labeling of shipments of blood and blood products, regardless of whether they are infectious.

9.04 FGX packaging may not be used to ship Dangerous Goods.

9.05 FGX is not required to add dry ice to Packages or to provide re-icing services.

9.06 Each Shipment must be accompanied by an 8-1/2" Shipper's Declaration for Dangerous Goods form when required. Title 49CFR paperwork cannot be used for international shipment of Dangerous Goods.

9.07 Lithium batteries (UN3090) that are primarily non-rechargeable require pre-approval to ship. This applies both to those that are fully regulated and those that meet the definition of IATA section ii lithium batteries.

9.08 If the recipient refuses a package or freight piece containing Dangerous Goods, or the package leaks or is damaged, it will be returned to the shipper if possible. If the Shipper refuses to accept the returned shipment or it cannot be returned because of leakage or damage due to faulty packaging, the Shipper is responsible for and agrees to reimburse and otherwise indemnify FGX for all costs, fees, and expenses resulting from the cleanup and disposal of the Shipment. The shipper agrees to indemnify FGX for any and all costs, fees and expenses FGX incurs as a result of the shipper's failure to comply with FGX Dangerous Goods shipping requirements.

9.09 FGX has the right to refuse any package or freight piece with an odor or any package that is wet or leaking. If a Dangerous Goods shipment damages or contaminates any property, the shipper is solely responsible for and will reimburse and indemnify FGX for any and all costs, fees and expenses incurred in connection with the cleanup of such damage or contamination. FGX is required by law to report improperly declared or undeclared shipments of dangerous goods to the U.S. Department of Transportation (DOT) and the Shipper may be subject to fines and penalties under applicable law. The DOT/Federal Aviation Administration (FAA) requires every Shipper to have job-specific Dangerous Goods training prior to tendering a Dangerous Goods shipment to FGX or another air carrier.

9.10 Dangerous Goods may not be rerouted to an address other than the address initially provided by the Shipper.

9.11 We are required to maintain proper segregation of incompatible dangerous goods on all vehicles and aircraft. This necessity may cause the Shipment to move on the

next available truck route or flight on which proper segregation can be maintained. To bypass this, select the FGX INFL Haz-Mat level of service.

10. Duties and Taxes

10.01 FGX has the right to pay on your behalf value added, consumption, or similar taxes, along with other certain duties and taxes as assessed by customs officials. We will pay any applicable excise tax on the air transportation portion of our service. For all Shipments we may contact the payer before clearance is complete to confirm the arrangements for reimbursing us. At our sole discretion, we may require confirmation of reimbursement arrangements as a condition to completion of clearance and delivery.

10.02 Duties and taxes may generally be billed to the Shipper, the recipient or a third party. If the Shipper fails to designate a payer on the Air Waybill, duties and taxes will automatically be billed to the FGX account holder.

10.03 Shipments marked Bill Recipient duties and taxes may be delayed if we are not able to reach the recipient to settle an electronic payment in advance of clearance and delivery. FGX's money-back guarantee will not apply in these cases.

10.04 Payment for duties and taxes will be made by wire transfer, ACH or credit card. An FGX account holder that is the sender may pay via check.

10.05 In the event the accuracy or propriety of duties and taxes assessed on a shipment is disputed, FGX or its designated broker may review the shipping documents tendered with the shipment. If FGX determines that the duties and taxes were properly assessed, the Shipper agrees to pay the duties and taxes. You warrant your compliance with all applicable laws, rules and regulations for which you are responsible for, including but not limited to, export control laws and government regulations of any country to, from, through or over which your shipment may be carried. You agree to furnish such information and complete and attach to the air waybill such documents as necessary to comply with such laws, rules and regulations. In addition, you specifically warrant that you will not tender any shipments to us if you are listed on the denied persons list maintained by the U.S. Department of Commerce. You also warrant that you will not attempt to ship to persons or entities listed as specially designated nationals or blocked persons by the U.S. Treasury Department. FGX will not carry shipments that violate any U.S. export laws. We assume no liability to you or any other person for any loss or expense due to your failure to comply with any export laws, rules or regulations.

11. Fuel Surcharges

11.01 We reserve the right to assess fuel and other surcharges on Shipments without notice.

11.02 The duration and amount of any surcharge will be determined at our sole discretion. By tendering your shipment to FGX, you agree to pay the surcharges, as determined by FGX. The fuel surcharge rate, if applicable, is available on www.fgx.com.

12. Inspection of Shipments

FGX and certain governmental authorities have the right to open and inspect a Shipment at any time without prior notice to Shipper.

13. Liabilities Not Assumed

13.01 FGX's liability is strictly limited to the declared value; or US \$100; or the amount set by the Montreal or Warsaw conventions (approximately \$US 20.00/kg. or \$US 9.07/lb., depending on the applicable law), whichever is greater, for a Shipment, regardless of whether or not FGX knew or should have known that such damages might be incurred. The Shipper is responsible for completing the declared value for insurance section and FGX cannot change the declared value for insurance information after the package has been submitted to FGX. The declared value for insurance for the Shipment cannot be greater than the declared value for customs, nor can the declared value of any package in a shipment exceed the declared value of the total shipment. In the event that the Shipper has specified a declared value for the total shipment but not for each individual package, the individual package value will be calculated by dividing the total shipment value by the number of packages on the Air Waybill, unless Shipper provides verifiable evidence of a different package valuation. The Shipper assumes any exposure to risk or loss that exceeds the declared value, and may secure its own insurance arrangements. In no event shall FGX, including, without limitation, its agents, contractors, employees and affiliates, be liable for any special, incidental or consequential damages, including, without limitation, loss of profits or income, whether or not FGX had knowledge that such damages might be incurred, since special risks can be insured by the Shipper.

13.02 We will not be liable or responsible for loss, damage or delay caused by events beyond our control. We will not be liable for, nor will any adjustment, refund or credit of any kind be given as a result of any loss, damage, delay, mis-delivery, non-delivery, misinformation or any failure to provide information, except such as may result from our sole negligence.

13.03 FGX shall not be liable or responsible for:

13.03.01 the act, default or omission of any person or entity, other than FGX, including those of any local, state or federal government agencies;

13.03.02 your violation of any of these Terms;

13.03.03 the hazards of air travel, public enemies, criminal acts of any person(s) or entities, acts of public authorities acting with actual or apparent authority, authority of law, war risks, weather conditions (as determined solely by us), disruptions in air or ground transportation networks (as determined solely by us), riots, strikes, or civil unrest, labor disruptions or shortages, natural disasters, acts of terrorism, conditions that present a danger to FGX personnel, disruption or failure of communication and information systems (including, but not limited to, our systems), electrical or magnetic damage to, erasure of, electronic or photographic images, data or recordings;

13.03.04 our compliance with verbal or written delivery instructions from the Shipper, recipient or persons claiming to represent the Shipper or recipient;

13.03.05 damage or loss of articles packaged and sealed by the Shipper or by person(s) acting at the Shipper's direction, provided the seal is unbroken at the time of delivery, the package retains its basic integrity, and the recipient accepts the shipment without noting the damage on the delivery record;

13.03.06 our inability or failure to complete a delivery, or a delay to any delivery, due to acts or omissions of customs or other regulatory agencies;

13.03.07 delays in delivery caused by adherence to FGX policies regarding the payment of duties and taxes or other charges;

13.03.08 our inability to provide a copy of the delivery record or a copy of the signature obtained at delivery;

13.03.09 the loss of any personal or financial information;

13.03.10 our failure to honor package-orientation graphics, "fragile" labels or other special directions concerning packages;

13.03.11 loss or damage resulting from Shipper's failure to appropriately package or wrap their package. Any advice, assistance or guidance, provided by FGX to the Shipper, regarding the appropriate packaging of Shipments does not constitute acceptance of liability by FGX unless such advice, assistance or guidance has been both approved and liability has been expressly accepted in writing by FGX;

13.03.12 loss or damage to any fluorescent or glass tubes or bulbs;

13.03.13 our failure to notify you of any delay, loss or damage in connection with your shipment or any inaccuracy in such notice;

13.03.14 Shipments released without obtaining a signature if a signature release is on file;

13.03.15 any package for which FGX has no record reflecting that the package was tendered to FGX by the Shipper;

13.03.16 the shipment of scale models (including, but not limited to, architectural models, dollhouses, etc.) and prototypes;

13.03.17 damage to briefcases, luggage, garment bags, aluminum cases, plastic cases, their castors, wheels and rollers, or any other items whose outer finish might be damaged in the ordinary handling associated with express shipping, when such items are not placed in protective containers;

13.03.18 loss or damage to perishable commodities that could be damaged by exposure to heat or cold;

13.03.19 the Shipper's failure to provide accurate delivery address information or our inability to meet our delivery commitment due to such inaccurate information;

13.03.20 our failure or inability to attempt to contact the Sender or recipient concerning an incomplete or inaccurate address; incorrect, incomplete, inaccurate or missing documentation; payment of duties and taxes necessary to release a shipment; or an incomplete or incorrect customs broker's address;

13.03.21 damage to computers or any electronic equipment that is shipped in packaging other than, the manufacturer's original packaging;

13.03.22 loss or damage to any package containing fire arms or explosives, or any other items that FGX is not authorized to accept or has the discretion to reject shipment of;

13.03.23 damages indicated by any shockwatch, tiltmeter or temperature instruments;

13.03.24 loss or damage to Shipments of alcohol unless an approved packaging type is used or FGX has provided written approval and acceptance of liability prior to shipment;

13.03.25 Dangerous Goods shipments that have not been properly declared (including documentation, markings, labels and packaging) by the Shipper. FGX will not pay a claim on undeclared or hidden dangerous goods and the FGX money-Back Guarantee does not apply; or

13.03.26 failure to provide any services or service options not reflected in our records as having been selected by the Shipper.

13.03.27 the recipient is closed or not available for delivery

14. Money Back Guarantee Policy

14.01 FGX will refund or credit Transportation Charges for Shipments that are lodged with customs more than 24 hours after our stated lodging commitment. This guarantee can be suspended, modified or revoked at our sole discretion without prior notice to you, and applies to shipments using the FGX INX or FGX INFL service.

The following limitations apply:

14.01.01 Credits and refunds will only be applied or issued to the payer or his account, and will only be applied against charges for the shipment resulting in the credit.

14.01.02 Only one refund or credit is permitted per Shipment.

14.02 An official commitment time can only be obtained calling customer service (1.866.SHIP.FGX or 1.212.352.9390) and supplying us with the date of the shipment; commodity being shipped; exact destination; weight of the shipment; and the value of the shipment. Any commitment time published on www.fgx.com or quoted by customer service without all of the above required facts is only an estimate.

14.03 This money-back guarantee does not apply to requests for invoice adjustment based on overcharges.

14.04 This money-back guarantee applies only to Transportation Charges paid by U.S.-based customers and does not apply to duties, taxes or other charges, including service fees.

14.05 Deliveries normally scheduled to be made on a holiday will be rescheduled for delivery on the next Business Day. The delivery commitment for application of the money-back guarantee policy will be extended for a period equal to the length of the holiday.

14.06 Committed delivery times for Shipments using FGX INFL, are subject to frequent change. If the delivery commitment is changed, the money-back guarantee will only be applicable to the latest quoted delivery time.

14.07 FGX will not be obligated to refund or credit your Transportation Charges if:

14.07.01 we provide you with proof of timely delivery, consisting of the date and time of delivery and, if applicable, the name of the person who signed for the shipment, or service-exception information reflecting that the failure to deliver timely resulted from circumstances described under Section 13 of these Terms;

14.07.02 the service failure resulted, in whole or in part, from any of the circumstances described under Section 13 of these Terms.

14.07.03 the delivery was delayed because the payer's FGX account number was not in good credit standing, or payment instructions were invalid;

14.07.04 the Shipment was scheduled for delivery on the Wednesday immediately prior to Thanksgiving, the Friday after or during the seven calendar days before Christmas Day and the Days between Christmas Day and new Year via any FGX service;

14.07.05 the Shipment was undeliverable or returned;

14.07.06 the Shipment contained Dangerous Goods or dry ice;

14.07.07 the Shipment was delayed due to an incorrect address or to the unavailability or refusal of an appropriate or eligible person to accept delivery or sign for the package;

14.07.08 the delay in delivery was caused by adherence to FGX policies regarding the payment of duties and taxes prior to customs clearance or at delivery;

14.07.09 incorrect FGX tracking numbers were applied to the subject package or Shipment; or

14.07.10 complete recipient information was not provided at the time of tender to FGX.

14.08 To qualify for a refund or credit due to a service failure, you must notify us of the service failure and request a refund or credit of your Transportation Charges in the manner set forth below. If you do not comply with these conditions, you are not entitled to receive a refund or credit and cannot recover compensation for a service failure in any lawsuit.

14.09 You may request a refund or credit of Transportation Charges due to a service failure electronically at www.fgx.com or by calling 1.866.SHIP.FGX or 1.212.352.9390

14.10 Your notification of a service failure must include your FGX account number, the FGX tracking number, and the date of the shipment.

14.11 All requests for refund or credit of transportation charges must be received within 15 calendar days of receipt of the shipment or the official commitment date.

14.12 Refund and credit request will only be processed in the manner set forth above. Partial payment or non-payment of an invoice will not be considered a notice of a refund request, nor will it be considered a request for invoice adjustment.

15. Packaging and Marking

15.01 The Shipper must comply with all applicable laws governing packing, marking and labeling for all shipments.

15.02 It is the responsibility of the Shipper to properly complete the Air Waybill. The Shipper's address on an Air Waybill or electronic shipping device must show the country in which the shipment is tendered to FGX.

15.03 The sender must ensure that proper and adequate packaging and wrapping is used and that the contents of the package are properly packed, wrapped and cushioned for handling in an express transportation environment. Each shipment must be legibly and durably marked with the name and complete address of both the shipper and recipient. Packages cannot be wrapped in kraft paper.

15.04 You must use corrugated boxes in good, rigid condition large enough to allow cushioning of contents on the top, bottom and sides.

15.05 Expanded polystyrene foam coolers must be shipped inside a durable container.

15.06 FGX does not accept the use of wet ice (frozen water) as a refrigerant.

15.07 If a Shipment is refused by the recipient, leaks or is damaged, the Shipment will be returned to the sender if possible. If the sender refuses to accept the returned shipment or it cannot be returned because of leakage, or damage due to faulty packaging, the shipper is responsible for and will reimburse FGX for all costs and fees of any type connected with the legal disposal of the shipment, and all costs and fees of any type connected with cleanup of any spill or leakage.

15.08 International Freight shipments must be on a skid, pallet or other base that can be lifted by a forklift. Boxes should be stacked squarely on the skid without hanging over the edge, with the weight evenly distributed. Use 70-gauge stretch wrap and pass a minimum of two bands (tightly secured) through the skid voids and around all cartons.

16. Pharmaceuticals

Shipments of pharmaceuticals will only be accepted when tendered in accordance with applicable local, state, federal and international laws. The Shipper is responsible for compliance with all applicable laws.

17. Pickup and Delivery

17.01 Shipments to facilities that make use of a mailroom or other central receiving area will be delivered to the central receiving area, unless otherwise authorized and approved by FGX.

17.02 Parties scheduling a pick up must provide the sender's FGX account number. The sender's account must be in good standing in order to effectuate a pick up. We require a minimum of 90 minutes from the time the Shipment will be ready to make arrangements for pickup. Repeated pickup attempts without packages being ready may result in collection attempt charges.

17.03 At our sole discretion, we may refuse to pick up or deliver a shipment, or use alternative pickup or delivery arrangements.

17.04 Additional charges may apply for late-hours, weekend or holiday pickup and delivery.

17.05 The official delivery commitment time shall be the time quoted to each customer. A quoted delivery time may be changed for a variety of reasons, including, but not limited to, flight delays or cancellations due to air traffic control, weather or mechanical problems. In the event of the occurrence of any of the foregoing, the FGX customer service department shall quote a new delivery time to the shipper by telephone or by customer-reasonably-requested method; this new delivery time shall then become the quoted delivery time. Two attempts will be made to reach the Shipper. Any such change in the quoted delivery time will be logged in the tracking system.

17.06 In order to facilitate delivery or release of a shipment, FGX may, at its sole discretion, contact the recipient to obtain delivery instructions, or to notify them that a delivery is scheduled, or being held for delivery.

18. Deliveries and Undeliverables

FGX does not deliver to PO boxes. If the receiver refuses delivery or to pay for delivery, or the package cannot be delivered due to any other cause outside of FGX's control, FGX will promptly contact the sender and either return, forward, or dispose of the package according to the sender's request and at the sender's expense.

19. Rate Quotations

Rates and service quotations by our employees and agents are estimates and will be based upon information provided by you, but final rates and service charges may vary from the quotes based upon the characteristics of the shipment actually tendered to us. We are not liable for, nor will any adjustment, refund or credit of any kind be made, as a result of any discrepancy in any rate or service quotation made prior to tender of the shipment and the rates, and other charges that we invoice to you. Any conflict or inconsistency between FGX written or oral statements or quotes concerning the rates,

features of service, and terms and conditions applicable to FGX service will be controlled by the rates posted on www.fgx.com, as modified, amended, changed or supplemented. All customs duties and taxes are merely estimates.

20. Shipper Indemnification

The shipper shall indemnify, defend, and hold harmless FGX, its agents, contractors, employees and affiliates, from all claims, demands, expenses, liabilities, causes of action, enforcement procedures, and suits of any kind or nature arising from or relating to the shipper's noncompliance with governmental laws or regulations applicable to the package or FGX requirements applicable to the package, from Shipper's tendering any prohibited item for shipment, or from Shipper's failure to comply with the Terms.

21. Customer Marks

Shippers that have credit accounts with FGX hereby grant to FGX a worldwide, non exclusive, royalty-free right and license to use their name, and any company trademarks, on FGX's website, www.fgx.com, and in any marketing materials, for the sole purpose of maintaining a client list. FGX agrees to maintain the integrity and quality of any marks used on the FGX website. This license may be canceled at any time and for any reason. Upon cancellation notification FGX will immediately remove any customer marks from the FGX website.

22. Severability

If any provision of these Terms or the application thereof shall be invalid, illegal or unenforceable to any extent, the remainder of these Terms and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.