



Terms and Conditions of Service

Declared Value and Insurance

- 1.) Unicorn Transportation, Inc. liability on shipments with no excess valuation requested will be limited to \$0.50 per pound up to a maximum of \$50.00 per shipment.
- 2.) The declared value of a shipment is agreed and understood to be \$0.50 per pound or \$50.00 whichever is greater unless a greater amount is declared prior in writing prior to shipment to Unicorn Transportation, and applicable excess valuation charges paid thereon. The maximum declared value for any shipment is \$20,000.00.
- 3.) Unicorn Transportation shall not be liable for any loss, damage, delay, misdelivery, or non-delivery or other result caused by:
 - (a) The act, default or omission of the consignor.
 - (b) The nature of the shipment or defect or inherent vice thereof.
 - (c) Improper or insufficient packing, securing or addressing or any other violation of the terms contained herein.
 - (d) Acts of God, perils of the air, public enemies, public authorities acting under the authority of the law, quarantine, riots, labor disturbances, civil commotions, fuel shortages or hazards incident to a state of war.
- 4.) Notwithstanding the foregoing, Unicorn Transportation in no event shall be liable for any consequential, incidental or special damages which may arise from loss, damage, non-delivery or delay of any shipment. This limitation shall apply to and include, but not be limited to damages for loss of profit, loss of income or loss of business opportunity.
- 5.) Unicorn Transportation and/or its assignees will not be liable for items of extraordinary value including, but not limited to electronic or computer equipment, works of art, jewelry, money, precious metals, gems, furs, coins, bullion, or securities and other negotiable items. Such items will be accepted but maximum liability is \$50.00.
- 6.) Shipper warrants that the shipment is packaged to prevent damage from normal care in the handling of air shipments. Any glass, fragile items or electronic equipment must be identified as such and be professionally packaged or crated for shipment or any claim against such shipment will be denied.
- 7.) The consignor and consignee shall be liable, jointly and severally, for all unpaid charges payable on account of such shipment including sums advanced or disbursed by the forwarder on account of shipment.
- 9.) Unicorn Transportation expressly reserves the option to deal with any shipment tendered hereon as an agent for the shipper.
- 10.) Shipper warrants that the shipment is properly described on the voucher as to its proper contents. Unicorn Transportation reserves the right to open and inspect any shipment.
- 11.) All parcels or items tendered to Unicorn Transportation are subject to reweighing by Unicorn Transportation and are subject to recalculation of charges based on such reweighing. Regardless of actual classification, or that claimed by the shipper, carrier shall reserve the right to determine dimensional weight or reweigh while in its possession to be transported on a revenue-bearing freight bill. To determine dimensional weight, the extreme measurements of the length times the width times the height of the article, in inches shall total the cubic inch content. The dimensional weight is determined by the greater of 1) Actual gross shipment weight, 2) Dimensional weight [(length times width times height) divided by 194]
- 12.) In the event that any provision of the Declared Value and excess valuation agreement shall be deemed invalid, it shall not affect any remaining clause or phrase of this agreement.

Payment of Charges/Default

- 1.) Credit Report. Customer hereby authorizes Unicorn Transportation to perform credit checks of Customer based on the information provided at the time of enrollment or thereafter and acknowledges that the results will be used by Unicorn Transportation to determine whether and to what extent credit will be extended to Customer. If Customer pays by electronic funds transfer, Customer agrees that Customer is responsible for all charges payable, including any adjustments, on account of Customer's shipment and that such charges will be automatically debited to Customer's bank account.
- 2.) Customer shall pay to Unicorn Transportation the amount indicated as Amount Due on the service invoice. All amounts are due and payable in US Dollars within thirty (30) days of the date of billing ("Payment Period"). Any amounts not disputed within the Payment Period shall be deemed accepted by Customer. All amounts not paid when due shall be subject to a late fee of One and one-half percent (1 1/2%) per month or the highest rate of interest permitted by applicable law, whichever is less. Overpayments will not accrue interest and are subject to Maryland law. In the event that Unicorn Transportation is required to engage an attorney or collection agency to collect unpaid amounts from Customer, Customer agrees to pay all attorneys' and collection agency fees incurred.
- 3.) On approved credit and with a valid Unicorn Transportation Customer Account Number, Unicorn Transportation's credit terms require payment of all charges within 30 calendar days of the Unicorn Transportation invoice date.

Joint and Several Liability

Customer agrees that Customer shall be jointly and severally liable for all charges payable on account of such Customer's shipment, including but not limited to transportation, fuel, and other applicable accessorial charges, including all adjustments issued by the Unicorn Transportation after the shipment, and all duties, customs assessments, governmental penalties and fines, taxes, and Unicorn Transportation's attorneys' fees and legal costs allocable to the shipment and/or all disputes related thereto. Customer further agrees that if Customer is acting as an agent for a third party that Customer has full right and authority to do so and that Customer and the party on behalf of whom Customer is acting are jointly and severally liable for all charges payable on account of each shipment.

Liens

Customer acknowledges and agrees that Unicorn Transportation shall have a lien on any shipment for any and all sums due from Customer, whether related to the affected shipment or otherwise.

Claims

1.) CLAIMS PROCEDURES

- (a) All claims for lost or damaged shipments must be made in writing and received by Unicorn Transportation within 15 days after date of acceptance of this shipment by the consignee.
- (1) Merchandise must be retained in its original shipping container in order that Unicorn Transportation and/or its assignees may make inspection thereof. (2) Satisfactory proof of loss must be furnished including invoices and supporting documents.
- (3) Claimant agrees to assist Unicorn Transportation in recovery of the loss from any insurer and invoke all legal rights shipper may have to minimize the effect of any loss.
- (4) Unicorn Transportation or its insurer shall become subrogated to all rights and remedies, if any, of claimant in respect to such a loss.
- (b) Claims for overcharges, must be made in writing to Unicorn Transportation within one year after the acceptance of the shipment by the consignee.
- (c) No claims for loss or damage to a shipment will be entertained until all transportation charges have been paid. The amount of claims may not be deducted from transportation charges.
- 2.) In the event that any provision of the Claims Procedures agreement shall be deemed invalid, it shall not affect any remaining clause, phrase or section of this agreement.

Rate Changes

Unicorn Transportation reserves the right to change its shipping tariffs on all shipments without serving prior notice to shipper and any such tariff may apply for any period of time as deemed necessary by Unicorn Transportation.

Fuel Surcharges

Unicorn Transportation reserves the right to assess a fuel surcharge on all shipments without serving prior notice to shipper and any such surcharge may apply for any period of time as deemed necessary by Unicorn Transportation.

Governing Law/Jurisdiction for Disputes

The Terms and Conditions of Service contained herein shall be governed by and construed in accordance with the laws of the State of Maryland and, in the event of any disputes whatsoever under such Terms and Conditions of Service, each of the parties herein irrevocably submits to the non-exclusive jurisdiction of the Courts of the State of Maryland and the Courts of the United States for the District of Maryland.

Severability

Each of the provisions of this Agreement shall be enforceable independently of any other provisions of this Agreement and independent of any other claim or cause of action.

Indemnity

Customer shall defend, indemnify, and hold harmless the Unicorn Transportation, its officers, agents, and employees from and against and all third-party claims, actions, causes of action, liabilities, damages, costs, and expenses, including reasonable attorneys' fees, arising out of or related to any facts or alleged facts which, if true, would constitute a breach by Customer of these Terms and Conditions.

Waiver

The failure of Unicorn Transportation at any time to require the performance of any of the provisions herein, shall in no way affect the rights of Unicorn Transportation to enforce the same, nor shall the waiver by Unicorn Transportation of any breach of any provisions hereunder, be construed to be a waiver of any succeeding breach or as a waiver or modification of the provisions hereof.

Amendment of Terms and Conditions

Customer agrees that Unicorn Transportation may amend these Terms at any time and in its sole discretion. Customer acknowledges and agrees that such amendments shall be effective from the time that they are posted by Unicorn Transportation and shall govern any shipments ordered after such time.