

**MADDOX AIRFREIGHT AND
TRANSPORTATION SERVICES, INC.,
d/b/a MAF LOGISTICS**

RULES TARIFF

NAMING

TERMS AND CONDITIONS

**FOR the TRANSPORTATION of COMMODITIES
(As Described Herein)**

BETWEEN ANY AND ALL LOCATIONS

This Rules Tariff and the Terms and Conditions set forth herein shall apply to all shipments provided by Maddox Airfreight & Transportation Services, Inc., d/b/a MAF Logistics (“Maddox”) moving in interstate, foreign and intrastate commerce unless specifically overridden by a contract signed by Maddox and the shipper. All shipments tendered to Maddox are subject to the terms and conditions contained in this Rules Tariff which is maintained at Maddox’s offices and is available upon request by calling Maddox at 503-678-5174 or 800-547-0951 or by accessing them online at www.maflogistics.com.

ISSUED BY:

Jeff Maddox, President
Maddox Airfreight & Transportation Services, Inc.,
dba MAF Logistics
21500 Bents Court, NE
Aurora, OR 97002

EFFECTIVE DATE:
September 17, 2010

This Rules Tariff Cancels and Replaces ALL of Maddox's Earlier Dated Rules Tariffs.

CALL or FAX or ACCESS

Telephone Nos.: (503) 678-5174 (800) 547-0951 (Toll Free)

Facsimile No.: (503) 678-5194

Website: www.maflogistics.com

For additional Copies of this Publication.

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**MADDOX AIRFREIGHT AND TRANSPORTATION SERVICES, INC.,
D/B/A MAF LOGISTICS**

RULES TARIFF

A. APPLICATION OF TARIFF

1. This Rules Tariff ("Tariff") states the Contract Terms and Conditions ("Terms") that apply to all services provided by Maddox Airfreight and Transportation Services, Inc., d/b/a MAF Logistics ("Maddox"). Every shipper, consignee, bill to party, or other person contracting with or receiving the benefit of services provided by Maddox shall be and is subject to this Tariff, unless it is specifically overridden by a contract signed by Maddox and the other party or person.

2. The terms set forth in this Tariff shall apply to all shipments moving in interstate, foreign and intrastate commerce.

3. Maddox transports and/or provides services with respect to both exempt and regulated freight. Maddox holds the following authorities and registrations:

(a) Federal Motor Carrier Safety Administration, Common Carrier Certificate and Broker License MC 409508

(b) USDOT No. 634936

(c) Oregon Department of Transportation Class 1A Motor Carrier Permit No. 280514, Property (Except Household Goods) in intrastate commerce in Oregon.

4. This Tariff is an integral part of Maddox's Combination Bill of Lading and Freight Bill and Full Service Quote and each are incorporated into the other by reference. In the event of a conflict between the provisions in the documents, the more restrictive or limiting provisions, from Maddox's perspective, shall control.

5. All shipments are deemed to be transported under Maddox's Combination Bill of Lading and Freight Bill, Tariffs, and Full Service Quote in effect on the date the shipment is tendered to Maddox. ONLY Maddox personnel with titles of CEO, President or Vice President are authorized to agree to modify this Tariff or those documents. NO other persons are authorized. Where a bill of lading other than the Maddox's bill of

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lading, regardless by whom prepared or issued, is signed for by Maddox or another person, that signature ONLY acknowledges receipt of the freight, and it is NOT the contract for the carriage. Continued use of an unauthorized bill of lading by the shipper will NOT constitute an implied acceptance by Maddox.

B. UNACCEPTABLE FREIGHT

1. Maddox reserves the right to reject any freight it deems unacceptable for transportation.

2. The following articles will not be accepted for transportation or other service unless otherwise agreed to in writing by Maddox: any shipment prohibited by law, explosives, hazardous or restricted articles as described in 49 CFR Part 172, original works of art, antiques, bonds, coins of any kind, currency, currency equivalents, furs, fur clothing, gems or stones (cut or uncut), industrial diamonds, gold or silver, jewelry (other than costume), pearls, precious metals, negotiable securities, time sensitive written material (e.g. bids, contract proposals, etc.), household goods or personal effects when the declared value exceeds \$0.60 per pound, one of a kind articles or models, prototypes, valuable rugs (e.g. Oriental or Persian), and prints or lithographs when the declared value exceeds \$0.60 per pound. Maddox shall not be liable for any loss, damage, delay, liabilities or penalties resulting from the transportation of any of the foregoing articles however described or misdescribed on the shipping documents, and no employee or agent of Maddox has any authority to accept for transportation any such articles or to waive the limitations herein contained except as provided in Section A, paragraph 4.

3. Explosives, dangerous goods or property, which in Maddox's judgment is liable to impregnate, soil, taint, adulterate, or otherwise damage equipment or other property, will not be accepted for transportation or other service.

4. Livestock and household pets will not be accepted for transportation or other service.

5. Every party, whether principal or agent, who ships any of the items specified in this Section B, paragraphs 2, 3 and 4, shall be liable to and indemnify Maddox for and against any and all loss, damage, cost, or liability caused by such goods or arising out of their transportation. Subject to Maddox's express written agreement and consent, such goods may be warehoused at the owner's risk and expense. Explosives or dangerous goods, as determined by Maddox in its sole discretion, may be destroyed without compensation to the shipper, owner, beneficial owner, or customer.

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C. IMPRACTICABLE OPERATIONS

1. Nothing in this Tariff shall require be construed as requiring Maddox to arrange for or provide the pick up and/or delivery of freight at locations from and/or to which it is impracticable to operate equipment on account of the condition of highways, roads, streets, or alleys, or because of riots, civil unrest or demonstrators, or otherwise, as so determined by Maddox in its sole discretion.

2. In no case shall it be obligatory for a carrier arranged by Maddox to make deliveries to points over roads which the carrier determines are unsafe or impassable. In such cases, at the consignee's request, delivery to the nearest point which the carrier determines can be safely reached will constitute proper execution of the contract.

D. INCORPORATION OF TARIFFS; RATES AND CHARGES; PAYMENT

1. All services performed by Maddox are subject to this Tariff and the rates and charges specified in Maddox's Combination Bill of Lading and Freight Bill in effect on the date the shipment is tendered to Maddox, and in the Full Service Quote, if any, issued by Maddox in connection with a shipment.

2. The shipper and the consignee are liable, jointly and severally: (a) for all rates and charges payable on account of services provided by Maddox, calculated in accordance with this Tariff and the provisions set forth in Maddox's Combination Bill of Lading and Freight Bill and Full Service Quote, except where a special contract overriding this Tariff has been executed between Maddox and the shipper; (b) to pay or indemnify Maddox for all claims, fines, penalties, damages, costs or other sums which may be incurred by Maddox for any violation or other default of the shipper or consignee or their agents of their obligations hereunder; and (c) for all collection costs incurred by Maddox in collecting any amounts owed hereunder, as more specifically described in this Section D, paragraph 8 below.

3. All rates and charges are due and payable prior to or upon delivery or, if credit has been extended by Maddox, within 15 days after the invoice date, and charges not paid within 15 days of the invoice date shall bear interest at the rate of 1.5% per month, compounded monthly. Maddox has the right to grant or deny credit in its sole discretion.

4. Maddox shall have a possessory lien on all goods for charges subsequent to the date of Maddox's receipt of the goods for storage or transportation (including demurrage and terminal charges) and for expenses necessary for preservation of the goods incident to their transportation or storage, even if no bill of lading or receipt is issued in regard thereto.

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5. Undercharges/Overcharges

(a) Maddox must issue any billing for additional charges within **60 days** of the shipper's and/or consignee's receipt of the Maddox's original billing or such billing will NOT be valid. A billing which is faxed or postmarked on the 60th day is timely. (See Paragraph (b) regarding civil remedy if said undercharge presented within 60 days is disputed.)

(b) Suits for undercharges shall be instituted against the shipper, consignee, or payer of the freight charges no later than **18 months** from the date the shipment is delivered or tendered for delivery, provided written notice is sent to Maddox by the party responsible for payment of the freight charges that such party has disputes with the claim or any part(s) of the claim specified in the notice. Where additional billing is not presented according to the provisions of Paragraph 5(a) above or suits are not instituted thereon in accordance with the foregoing provisions, the party responsible for freight charges shall NOT be liable, and such claim need NOT be paid.

(c) If a shipper seeks to contest the charges originally billed or additional charges subsequently billed, the shipper must notify the carrier of its claim in writing of this intent within **180 days** of the post mark date on the carrier's original billing or such claim will NOT be valid. A claim which is faxed or postmarked on the 180th day is timely. (See Paragraph d regarding civil remedy if said overcharge presented within 180 days is disputed.)

(d) Suits for overcharges shall be instituted against any carrier no later than **18 months** from the shipment delivery date (or tender of delivery date) provided written notice is sent by the carrier to the claimant that the carrier has disallowed the claim or any part(s) of the claim specified in the notice. Where a claim is not filed according to the provisions of Paragraph c above or suits are not instituted thereon in accordance with the foregoing provisions, the carrier shall NOT be liable, and such claim will NOT be paid.

6. Checks received for payment that are returned by the bank because of insufficient funds or stop payment order will be subject to an additional charge of \$50.00 and may be placed with a collection agency subject to the provisions of paragraph 8.

7. Maddox may agree, in its sole determination, to invoice the shipper's broker, bank or other agent for payment of freight charges. However, Maddox reserves the right to bill and collect freight charges from the shipper and consignee, or either of them, for all shipments, whether prepaid or collect, in the event full payment of freight charges is not received pursuant to the third party billing, and shipper and consignee

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shall be jointly and severally liable for payment of those charges regardless of any notation on the bill of lading or any other shipping document that may indicate otherwise.

8. Freight bills which are not paid before Maddox contracts the services of a collection agency or attorney for collection will be subject to a collection charge of 35% of the unpaid portion of the freight bill (“the fee”).

(a) Maddox will provide written notification of the intent to assign unpaid freight charges to any collection agency, attorney, or other authorized collection agent. This notification will include a summary of the unpaid balance and the applicable fee.

(b) The fee will be assessed ten (10) calendar days after the date of written notification.

(c) Any lawsuit brought by Maddox to collect freight and other charges for services provided, shall be brought in the Circuit Court of the State of Oregon for Multnomah County or, if authorized by the applicable jurisdictional statutes, in the United States District Court for the District of Oregon, Portland Division, which courts shall have concurrent and exclusive jurisdiction and in which courts venue shall be proper.

E. SHIPMENTS; ROUTING; REFUSED OR REJECTED SHIPMENTS

1. In tendering a shipment for carriage, the shipper warrants that the shipment is packaged to protect the goods being shipped and to insure their safe transportation with ordinary care in handling, and that each package is appropriately labeled and is in good order for carriage as specified.

2. All shipments may, at Maddox’s option, be opened and inspected.

3. In the absence of specific contrary instructions by the shipper on the face of the bill of lading, Maddox may arrange for the transportation of the shipment by any route, schedule, mode of transportation, and by any carrier, and regardless of the route, schedule, mode, or carrier employed, Maddox’s rates and charges shall be those set forth in its Combination Bill of Lading and Freight Bill, Full Service Quote and Tariff then in effect.

4. In the event of the failure, refusal, or inability of the consignee to take delivery of the shipment, Maddox will notify shipper in writing at the address shown on the bill of lading and request disposition instructions. If the shipper fails to provide disposition instructions within five (5) days after the date of Maddox’s notice, Maddox will return the shipment to the shipper at the shipper’s expense. If the shipper fails

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to accept delivery of a return shipment, Maddox may, upon 30 days written notice to the shipper, dispose of the shipment at public or private sale and pay itself out of the proceeds to satisfy the charges owing to Maddox with respect to the transportation, storage, sale, disposition and all other services provided by Maddox in respect of the shipment. Any sums collected by Maddox in excess of the charges for transportation, storage, sale and disposition, sale and other services provided, will be paid to the shipper. No sale or disposal pursuant to this rule will discharge any liability or lien to any greater extent than the proceeds thereof. The shipper and the consignee shall remain liable, jointly and severally, for any deficiency.

F. LIABILITY FOR LOSS OR DAMAGE; CLAIMS

1. Except as provided herein, Maddox's liability shall be that of a common carrier under 49 USC 14706.
2. Maddox shall not be liable for loss, damage, delay or other results caused by (a) acts of God, public enemies, public authorities acting with actual or apparent authority, authority of law, quarantine, riots, strikes, civil commotions, or hazards or dangers incident to a state of war or acts of terrorism; (b) the act or default of the shipper or consignee, including any breach of the warranty set forth in Section E, paragraph 1, above; (c) the nature of the shipment, or any defect, characteristic or inherent vice thereof; (d) violation by the shipper or consignee of any applicable term or condition of these Terms; (e) stopping and holding all or part of a shipment in transit upon request of the shipper, consignee, owner, or other party entitled to make such request; and (f) from faulty or impassable highway, or by lack of capacity of any highway, bridge or ferry.
3. Maddox shall not be liable for special, consequential, or exemplary damages under any circumstances.
4. Maddox shall not be liable under any circumstances for damages to boxes, crates, cases or any other types of packaging or covering used for protection and shipment of the goods.
5. **Maddox's Liability Is Limited Unless A Higher Value Is Declared.**
 - (a) Unless the shipper declares a value in the "declared value" space on the face of the bill of lading and indicates its agreement to pay additional charges by initialing in the space provided for that purpose, and pays those charges, Maddox's liability for loss or damage is limited to \$0.60 per pound per article in a shipment and to a maximum of \$250,000.00 per shipment.
 - (b) If the shipper enters a value in the "declared value" box on the bill of lading and agrees in writing to pay additional freight charges, and pays those charges, Maddox's liability shall be limited

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to the amount of the "declared value," provided, however, that in no event shall Maddox's liability exceed \$500,000.00 per shipment. Unless a different amount is specified by the shipper, the declared value on a C.O.D. shipment shall be the C.O.D. amount.

(c) The additional charges for Maddox's increased liability shall be \$1.00 per \$100.00, or fraction thereof, of the "declared value"; and these additional charges are in addition to all other charges specified in this Tariff, the Combination Bill of Lading and Freight Bill, and Full Service Quote.

6. As a condition precedent to recovery, claims and suits must be accompanied by the original paid bill for transportation (or a copy of same notarized as identical) and must be filed in writing to the carrier as follows:

(a) Claims must be filed within sixty (60) days after tender of delivery of the property, except that claims for failure to make delivery must be filed within sixty (60) days after reasonable time and delivery has elapsed.

(b) Claims for loss and damage discovered by the consignee after delivery and after a clear delivery receipt (that is, no exceptions noted) has been given to Maddox, must be reported in writing to Maddox within seven (7) days after delivery of the shipment, and Maddox must be given an opportunity to inspect the shipment and its container(s) and packaging material within fifteen (15) days after receipt of such notice.

(c) Maddox shall not be liable in any legal action unless (1) a claim has been filed in accordance with these terms and (2) the legal action is brought within one (1) year from the date the carrier notifies the claimant that it has disallowed all or any part of the claim.

7. No claims with respect to a shipment, any part of which is received by the consignee, will be allowed unless and until all rates and charges have been paid in accordance with this Tariff and Maddox's Combination Bill of Lading and Freight Bill.

8. International air carriage is subject to the rules relating to the liability established by the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Warsaw, October 12, 1929 ("Warsaw Convention").

9. Maddox shall have the full benefit of any insurance upon or on account of any shipment, so far as this shall not void the policies or contracts of insurance.

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10. Where Maddox is directed by the consignee or shipper to unload or deliver property at a particular location where the shipper, consignee, or the agent of either, is not regularly located, the risk of loss after unloading or delivery shall be that of the shipper and/or consignee, and Maddox shall have no liability or responsibility therefor.

11. In the event of loss or damage to a matched pair or set of items or to a set of related parts or components, Maddox's liability will be limited to compensation for the damaged or lost individual item or component part only.

12. During all periods of time Maddox is instructed by the shipper, consignee, owner or other authorized person to hold a shipment while in transit, and at all times after delivery of the shipment is tendered to the consignee, Maddox's liability shall be that of a warehouseman and not a common carrier.

G. MISCELLANEOUS PROVISIONS

1. The relationship of Maddox to the shipper, consignee and any carrier arranged by Maddox shall at all times be that of an independent contractor.

2. If any term, provision, covenant or condition of this Tariff or any document incorporated by reference is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

3. This Tariff shall be governed by and construed in accordance with applicable federal law governing interstate and foreign commerce and, where there is no applicable federal law, the laws of the state of Oregon. Any action filed in relation to this Tariff or any shipment transported or otherwise serviced by Maddox shall be filed in the Circuit Court for the State of Oregon for Multnomah County or, to the extent allowable under applicable jurisdictional statutes, in the United States District Court for the District of Oregon, Portland Division, which courts shall have exclusive jurisdiction. Shipper, consignee, owner and bill to party agree to, and hereby do, submit to the jurisdiction of the courts named above and further consent and agree that the proper venue for any action shall be in Multnomah County, Oregon exclusively.

H. INDEMNIFICATION

If Maddox becomes a party to any litigation regarding the services rendered by reason of any act or omission of the shipper consignee, bill to party, or other beneficiary of Maddox's services, whether or not such person is a party to such litigation, then such person shall be liable to Maddox for all expenses of such litigation,

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including but not limited to reasonable attorney fees, and shall indemnify Maddox from and against any loss, damage or liability imposed against Maddox in or as a result of the litigation.

I. BILL OF LADING

Maddox's Bill of Lading and Freight Bill set out on the following two pages, is an integral part of these Terms, and is incorporated herein by this reference.

J. 49 USC 14101(b)

Waiver of Statutory Rights Under 49 USC § 14101(b)(1). Limited to the extent there is a conflict with this Tariff, the Combination Bill of Lading and Freight Bill, and the Full Service Quote, the parties expressly waive any and all rights and remedies they, or either of them, may have under 49 USC Subtitle IV, Part B. This waiver is made pursuant to 49 USC § 14101(b)(1), and the parties each understand, acknowledge and intend that the transportation and services provided by Maddox shall not be subject to the waived rights and remedies which conflict with those herein and may not be subsequently challenged on the grounds that they violate the waived rights and remedies. This waiver does not apply to the provisions of those laws governing registration, insurance, or safety fitness and those statutory provisions that do not conflict with those herein.

K. DISCLAIMER

This Tariff and its supplements and/or successive issues are applicable to all services provided by Maddox except as otherwise provided. Rates will be negotiated and set via a separate written agreement and Maddox's Tariff is incorporated therein.

IMPORTANT LEGAL NOTICE:

Maddox's Tariff is subject to change without prior notice. All shipments and services provided are subject to Maddox's Tariff in effect on the date of the shipment. All charges will be assessed on the basis of provisions legally in effect at the time of shipment and on the characteristics of the freight actually tendered to Maddox.

ISSUED BY:

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MADDOX AIRFREIGHT AND TRANSPORTATION SERVICES, INC.
dba MAF LOGISTICS
Terms and Conditions of Contract

A. INCORPORATION OF TARIFFS; RATES AND CHARGES; PAYMENT

1. All services performed pursuant to this Bill of Lading ("Contract") are subject to the terms and conditions set for in this Contract, Maddox's Rules Tariff, and the Full Service Quote issued in regard to the shipment, which documents are incorporated into this Contract by reference and are available without cost by calling Maddox at telephone number 800-547-0951 or 503-678-5174 or accessing them at www.maflogistics.com.
2. Shipper and Consignee are liable, jointly and severally: (a) for all rates and charges payable on account of services provided by Maddox pursuant to this Contract, calculated in accordance with this Bill of Lading, Maddox's Rules Tariff, and the Full Service Quote, except where a special contract has been executed between Maddox and the shipper; (b) to pay or indemnify Maddox for all claims, fines, penalties, damages, costs or other sums which may be incurred by Maddox for any violation or other default of the Shipper or Consignee or their agents of their obligations hereunder; and (c) for all collection costs, including attorneys fees, incurred by Maddox in collecting any amounts owed hereunder.
3. All rates and charges are due and payable prior to or upon delivery or, if credit has been extended by Maddox, within 15 days after the invoice date, and charges not paid within 15 days of the invoice date shall bear interest at the rate of 1.5% per month. Maddox has the right to grant or deny credit in its sole discretion.
4. Maddox shall have a lien against the shipment for all sums due and payable to Maddox.

B. SHIPMENTS; ROUTING; REFUSED OR REJECTED SHIPMENTS

1. In tendering the shipment for carriage, Shipper warrants that the shipment is packaged to protect the enclosed goods and to insure safe transportation with ordinary care in handling, and that each package is appropriately labeled and is in good order for carriage as specified.
2. All shipments may, at Maddox's option, be opened and inspected.
3. In the absence of specific contrary instructions by Shipper on the face of this Contract, Maddox may arrange for the transportation of the shipment by any route, schedule, mode of transportation, and by another carrier, and regardless of the route, schedule, mode, or carrier employed, Maddox's rates and charges shall be those set forth in this Contract, Maddox's Rules Tariff, and the Full Service Quote.
4. In the event of the failure, refusal, or inability of Consignee to take delivery of the shipment, Maddox will notify Shipper in writing at the address shown on this Contract and request disposition instructions. If Shipper fails to provide disposition instructions within 5 days after the date of Maddox's notice, Maddox will return the shipment to Shipper at Shipper's expense. If Shipper fails to accept delivery of a return shipment, Maddox may, upon 30 days written notice to Shipper, dispose of the shipment at public or private sale and pay itself out of the proceeds to satisfy all charges owing to Maddox with respect to the shipment, including but not limited to freight charges and the costs of sale. Any sums collected by Maddox in excess of such transportation and sale charges will be paid to Shipper. No sale or disposal pursuant to this rule will discharge any liability or lien to any greater extent than the proceeds thereof. Shipper and Consignee shall remain liable, jointly and severally, for any deficiency, pursuant to paragraph A.2.

C. MADDOX'S LIABILITY FOR LOSS OR DAMAGE; CLAIMS

1. Except as provided herein, Maddox's liability shall be that of a common carrier under 49 USC 14706.
2. Maddox shall not be liable for loss, damage, delay or other results caused by (a) acts of God, public enemies, public authorities acting with actual or apparent authority, authority of law, quarantine, riots, strikes, civil commotions, or hazards or dangers incident to a state of war or acts of terrorism; (b) the act or default of the shipper or consignee, including any breach of the warranty set forth in paragraph B.1 above; (c) the nature of the shipment, or any defect, characteristic or inherent vice thereof; (d) violation by the shipper or consignee of any applicable term or condition of this Contract; (e) compliance or non-compliance with delivery or special instructions.
3. Maddox shall not be liable for special, consequential, or exemplary damages.
4. Maddox shall not be liable for damages to boxes, crates, cases or any other types of packaging or covering used for protection of the shipment.
5. **Liability Limited Unless Higher Value Declared.**
 - (a) Unless the shipper declares a value in the "declared value" space on the face of this Contract and indicates its agreement to pay, and does pay, additional charges by initialing in the space provided for that purpose, Maddox's liability for loss or damage is limited to \$0.60 per pound per article per shipment and \$ 250,000.00 per shipment.
 - (b) If shipper enters a value in the "declared value" box on the Bill of Lading and agrees in writing to pay additional freight charges, Maddox's liability shall be limited to the amount of the "declared value," **provided, however**, that in no event shall Maddox's liability exceed \$500,000.00 per shipment. Unless a different amount is specified by the shipper, the declared value on a C.O.D. shipment shall be the C.O.D. amount. Shipper acknowledges its right to specify the declared value of the shipment, and shipper further acknowledges that it has not relied on any representations or advice from Maddox or its agents whether to specify a declared value or the amount of the declared value if one is specified.
6. Claims for loss or damage discovered by the consignee after delivery and after a clear receipt has been given to Maddox must be reported in writing to Maddox within 7 days after delivery of the shipment, and Maddox must be given the opportunity to inspect the shipment and its container(s) and packing material within 15 days after receipt of such notice.
7. Claims for loss, damage or delay must be made in writing to Maddox within 60 days after the date of delivery or tender of delivery of the shipment to Consignee.
8. No claims with respect to a shipment, any part of which is received by the consignee, will be allowed unless and until all rates and charges have been paid in accordance with paragraph A.2.
9. Maddox shall not be liable in any legal action unless (a) a claim has been filed in accordance with paragraph C.6, and (b) the legal action is brought within one (1) year after the date written notice is given by Maddox to the claimant that the claim is declined in whole or in part.

D. APPLICABLE LAW; JURISDICTION AND VENUE; ATTORNEY FEES

1. To the extent that it is not governed by federal law, this Contract shall be interpreted pursuant to the laws of the State of Oregon, in which state this Contract is deemed to have been entered. Federal law will control the rights of the parties to this transaction where interstate or foreign commerce is involved.
2. Any legal action by or against Maddox must be filed in the Circuit Court of the State of Oregon for Multnomah County, or, subject to jurisdictional limitations, in the U.S. District of Oregon, Portland Division, which courts have exclusive jurisdiction and in which venue is proper; and the shipper, and consignee hereby submit to the personal jurisdiction and venue of these courts.

E. 49 USC 14101(B) WAIVER.

Maddox, Shipper and Consignee execute this Contract pursuant to 49 USC 14101(b) and expressly waive any and all rights and remedies under Title 49, Subtitle IV, Part B, to the limited extent that the provisions of this Contract conflict with those statutory provisions.

**MADDOX AIRFREIGHT AND TRANSPORTATION
SERVICES, INC. dba MAF LOGISTICS
MC-409508
USDOT 634936**

FULL SERVICE QUOTE

SENT BY: JEFF MADDOX PHONE: 503-678-5174 / 800-547-0951 FAX: 503-678-5194

QUOTE: _____

Company: _____

Quote Number: _____

From: _____

To: _____

Total quote Excluding Fuel Surcharge: _____

Items to Ship: _____

Date Quoted: _____ Time Quoted: _____ Requote: _____

Estimated Shipping Date: _____

Remarks: _____

Company named above and signing below agrees: (a) to submit to the exclusive jurisdiction of the Oregon Circuit Court and U.S. District Court located in Multnomah County, Oregon for judicial resolution of all disputes; (b) to the award of attorney fees and costs to the prevailing party in any lawsuit; (c) to be bound by all provisions in this Full Service Quote and MADDOX's Combination Bill of Lading and Freight Bill and its Rules Tariff, the terms of which are incorporated by reference, regardless whether Company has signed or received either document, it being agreed by Company that any service provided in connection with this shipment constitutes Company's agreement to be bound by all provisions of those documents.

MADDOX's Combination Bill of Lading and Freight Bill and its Rules Tariff, which are incorporated herein by reference, are available by calling 503-678-5174 / 800-547-0951 and requesting them and/or by accessing them at www.maflogistics.com.

Print Date: _____ Page _____ of _____

Maddox Quote prepared by: _____ Printed Name _____ Date _____.

Quote received and accepted as outlined above:

By: _____ Printed Name: _____ Date _____