

Productive Transportation Inc

Terms and Conditions:

Productive Transportation Inc. is licensed as a property "Broker" by the Federal Motor Carrier Safety Administration ("FMSCA") in Docket number MC-682564. The Broker reserves the right, in its sole discretion, to refuse any shipment at any time.

Customer Warranties

The Customer is responsible for and warrants their compliance with all applicable laws, rules, and regulations including but not limited to customs laws, import and export laws and governmental regulation of any country to, from, through or over which the shipment may be carried. The Customer agrees to furnish such information and complete and attach to this Bill of Lading such documents as are necessary to comply with such laws, rules and regulations. The Broker assumes no liability to the Customer or to any other person for any loss or expense due to the failure of the Customer to comply with this provision. Any individual or entity acting on behalf of the Customer in scheduling shipments hereunder warrants that it has the right to act on behalf of the Customer and the right to legally bind Customer.

Necessary Documentation

The Customer or the Customer vendor is required to provide the Bill of Lading for all shipments. If the Customer does not complete all the documents required for carriage, or if the documents which they submit are not appropriate for the services, pick up or destination requested, the Customer hereby instructs the Broker, where permitted by law, to complete, correct or replace the documents for them at the expense of the Customer. However, the Broker is not obligated to do so. If a substitute form of Bill of Lading is needed to complete delivery of this shipment and the Broker completes that document, the terms of this Bill of Lading will govern. The Broker is not liable to the Customer or to any other person for any actions taken on behalf of the Customer under this provision.

Payment

All charges are payable in US Dollars and are due and payable Thirty (30) days from the date of billing, and any payment which is past due shall be subject to an additional charge at the rate of 1-1/2% per month of the average outstanding balance due, or the highest rate of interest permitted by applicable law, whichever is less. All funds received by the Broker will be applied to the oldest (based on pick-up date) invoiced Bill of Lading that is outstanding. Overpayments do not accrue interest and are subject to the New York State Law. In the event the Broker retains an attorney or collection agency to collect unpaid charges or for the enforcement of these TERMS AND CONDITIONS, all unpaid charges will be subject to a late payment penalty of 33% and Customer shall also be liable for all attorneys and collection agency fees incurred, together with related costs and expenses.

All shippers, consignors, consignees, are jointly and severally liable for the freight charges relating to this shipment. All Customers are subject to credit approval. The Broker intends to perform a credit check based on the information provided at the time of enrollment by the Customer. The amount of credit, if any, granted to the Customer is at the sole discretion of the Broker. When paying by credit card or electronic funds, the Customer agrees they will be responsible for all charges payable, including any adjustments, on account of such Customer's shipment. These charges and adjustments, if any, will be automatically debited to the Customer's credit card or bank account.

The Customer shall be liable, jointly and severally, 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 carrier(s) after the shipment, and all duties, customs assessments, governmental penalties and fines, taxes, and Broker's attorney fees and legal costs allocable to this shipment and/or all disputes related thereto. The Broker shall have a lien on the shipment for all sums due it relating to this shipment or any other amounts owed by Customer. The Broker reserves the right to amend or adjust the original quoted amount or re-invoice the Customer if the original quoted amount was based upon incorrect information provided at the time of the original quote or if additional services by the carrier were required or otherwise authorized by the Customer to perform the pickup, transportation and delivery functions therein. Customer is permitted thirty (30) business days from the date of the invoice to dispute any invoiced charges. If the Broker does not receive a dispute within the allowable thirty (30) business days, the disputed item will be denied by the Broker.

Claims and Limitations of Liability

The standard liability cargo insurance coverage is a "Maximum" of \$ 100,000.00 U.S. dollars of any one shipment or Bill of Lading for "Full Truckloads" (FTL) over 20,000 U.S. pounds. For Less-than-Truckload shipments (LTL) standard liability cargo insurance coverage will be "Maximum" of \$5,000.00 U.S. Dollars for shipments under 20,000 U.S. pounds. If the shipment has a cargo value over \$ 100,000.00 U.S. Dollars on anyone Bill of Lading and/or shipment moving as a "Full Truckload" (FTL) or a cargo value of over \$ 5,000.00 U.S. Dollars on anyone Bill of Lading and/or shipment moving as a Less-than-Truckload (LTL) it is the "Customers" responsibility to advise the broker "In Writing" of the require Cargo Insurance Coverage as to allow the broker the ability to provide the customer with a quote and/or rate for this coverage. The filing of a claim does not relieve the responsible party for payment of freight charges. Freight payment is necessary in order for a carrier to process a claim. All freight cargo claims should be submitted immediately to the Broker to help ensure timely resolution. The Broker will attempt to assist in the resolution of freight claims, but has no responsibility or liability therefore. No claim will be reviewed until all shipping and related charges have been paid to Broker. All packaging and containers must be made available for inspection by Broker. Insurance claim payments, minus \$2500.00 U.S. Dollars deductible, will be made in U.S. dollars. Please contact the Broker for more details regarding carrier insurance or carrier liability.

Where Broker files damage claim with carrier on behalf of Customer and receives recovery funds, The Broker has a lien on such recovery amounts and reserves the right to apply recovery amounts to open past due invoices on account. This includes recovery amounts received from carrier for freight charges and/or product damage claim amounts.

The Broker is not liable for any loss, damage, mis-delivery or non-delivery caused by the act, default or omission of the Carrier. The Broker is not liable for any loss, mis-delivery or non-delivery caused by the act, default or omission of the Customer or any other party who claims interest in the shipment, or caused by the nature of the shipment or any defect thereof. The Broker is not liable for losses, mis-delivery or non-delivery caused by violation(s) by the Customer of any of the TERMS AND CONDITIONS contained in the Bill of Lading or of the carrier's General Rules Tariff including, but not limited to, improper or insufficient packing, securing, marking or addressing, or of failure to observe any of the rules relating to shipments not acceptable for transportation or shipments acceptable only under certain conditions. The Broker is not liable for losses, mis-delivery or non-delivery caused by the acts of God, perils of the air, public enemies, public authorities, acts or omissions of Customs or quarantine officials, war, riots, strikes, labor disputes, weather conditions or mechanical delay or failure of aircraft or other

equipment. The Broker is not liable for failure to comply with delivery or other instructions from the Customer or for the acts or omissions of any person other than employees of the Broker.

Subject to the limitations of liability contained in the Bill of Lading and the carrier's General Rules Tariff, the Broker shall only be liable for loss, damage, mis-delivery or non-delivery caused by the Broker's own gross negligence. The Broker's liability therefore shall be limited to the fees that the Broker has earned with respect to the subject shipment.

THE BROKER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO DELIVERIES OR WITH REGARD TO THIS WEBSITE, INFORMATION PROVIDED ON THIS WEBSITE OR SERVICES RELATED TO TRANSACTIONS CONDUCTED ON THIS WEBSITE. THE BROKER CANNOT GUARANTEE DELIVERY BY ANY SPECIFIC TIME OR DATE. IN ANY EVENT, THE BROKER SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR INCOME, WHETHER OR NOT THE BROKER HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.

The Broker has no responsibility, liability or involvement in the issuance of insurance, the denial of insurance, or in the payment of claims. In the event of cargo loss or damage, the Customer is to notify the broker immediately. If the loss or damage is apparent, the consignee must note such loss or damage information on the Bill of Lading/delivery receipt. If the loss or damage is not apparent (concealed), the Customer must contact the Broker within 3 days after taking delivery.

THE COVERAGE

The Policy covers goods in transit within the Continental United States and/or Canada, subject to the terms and conditions contained therein. Coverage is from door to door during the ordinary course of transit.

Insuring Conditions: All Risks of Physical Loss or Damage from any external cause.

Exclusions: Inherent Vice, inventory shortages or mysterious disappearance, nuclear reaction or nuclear radiation or radioactive contamination or insufficient packing

Limit any one conveyance: \$100,000.00 U.S. Dollars Full Truckload (FTL) shipments only and \$5,000.00 U.S. Dollars for Less-than-Truckload (LTL) shipments only.

The general policy covers New General Merchandise only. Special quotes can be obtained for goods valued over \$100,000.00 for Full Truckload shipments (FTL) and for goods valued over \$5,000.00 for Less-than-Truckload shipments (LTL) per bill of Lading and/or shipment for cell phones, firearms, jewelry, precious metals, bank notes, securities, works of art, valuable papers, computer chips, circuit boards, dangerous goods, antiques, used goods, glass, ceramics, marble, fresh and frozen foods, confectionary, asbestos, tiles, furs, live animals, bulk commodities perishable goods, paper, newsprint, lumber, logs and plywood. The Customer warrants that the interest insured hereunder is in good condition at the commencement of coverage. No claim for loss and/or damage shall attach unless, immediately on the first discovery of any loss and/or damage to any part of the interest hereby insured, written notice shall have been given to Productive Transportation Inc. In no event shall any claim be recoverable hereunder unless notice is given to Productive Transportation Inc within thirty days of discovery of loss and/or damage.

Obligations of Broker

Broker and its agents and carriers agree to use commercially reasonable efforts to, either directly or indirectly:

(a) match the item(s) of each shipment against the item(s) set forth on the shipping directions from Customer; (b) inspect each shipment and note all apparent damage on the appropriate freight bill, delivery receipt, or similar document evidencing delivery, and notify Customer of such damage; and (c) deliver all shipments to locations directed by Customer. Broker may ship the items by any means, including truck, air, vessel, or any other carrier, unless Customer gives specific electronic or written instructions to the contrary

Independent Contractor

Broker shall be an independent contractor with respect to Customer, and nothing herein contained shall be construed to be inconsistent with such relationship or status.

Broker shall engage and/or subcontract with such entities and/or individuals as it may deem necessary or appropriate in connection herewith, it being understood and agreed that such entities or individuals shall be subcontractors of Broker only and shall be subject to discipline and control solely and exclusively by Broker.

Obligations of Customer

Customer represents and warrants to Broker as follows: (a) all items to be shipped will be completely and accurately marked to enable identification of the contents without opening any shipping or storage containers; (b) Customer will make every effort to accurately measure the dimensions and weights of all items and understands that the Broker rate depends upon the accuracy of this information (c) Customer's authorized representative(s) shall be identified to Broker's agent or coordinator and shall be available at all times at the point of origination to sign, and shall sign, all documents evidencing pick-up of the items to be shipped by Broker; and Customer is the legally documented owner of all property received by Broker, and/or is authorized to cause such property to be stored and otherwise controlled by Broker as provided in the applicable Bill of Lading

Carrier's and Warehouseman's Lien

Customer acknowledges that Broker and its subcontractors have both a carrier's and warehouseman's general lien on all of the tangible personal property being handled pursuant to any Bill of Lading. This lien may be enforced by Broker and its subcontractors at any time at either a public or private sale with or without a judicial hearing. Customer also grants Broker a security interest in the tangible personal property being handled under any Bill of Lading until Customer has fully satisfied all liabilities, whenever occurring, owed to Broker. Broker is authorized to file financing statements under the Uniform Commercial Code covering any such tangible personal property without Customer's signature, and Broker shall have all the rights and remedies of a secured party under the Uniform Commercial Code

Limitation of Warranty

EXCEPT AS OTHERWISE PROVIDED HEREIN, Broker MAKES NO WARRANTIES FOR THE SERVICES AND HEREBY DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE

Compliance with Law

Each party shall, at all times while these TERMS AND CONDITIONS are in effect and at its own expense, comply with all applicable federal, state, and local laws, rules and regulations, and shall maintain in full force and effect all license and permits required for performance under these TERMS AND CONDITIONS.

Force Majeure

Any delay or failure of performance of either party to these TERMS AND CONDITIONS shall not constitute a breach or default of these TERMS AND CONDITIONS or any Bill of Lading, or give rise to any claims for damages, if and to the extent that such delay or failure is caused by an occurrence beyond the control of the party affected, including, but not limited to, acts of governmental authorities, acts of God, the discovery of materially different site conditions, wars, riots, rebellions, sabotage, fire, explosions, accidents, floods, strikes, lockouts, or changes in laws, regulations, or ordinances. In the event that a party intends to invoke this force majeure provision, that party shall provide prompt notice to the other party as soon as possible after the occurrence of the event giving rise to the claim of force majeure.

Entire Agreement

These TERMS AND CONDITIONS together with all Bills of Lading entered into between the parties completely and exclusively states the agreement of the parties regarding the subject matter hereof and supersedes all prior negotiations, representations or agreements with respect to the subject matter hereof, written or oral, and may be amended only by written instruments signed by all parties hereto. If any part of these TERMS AND CONDITIONS is found unenforceable, it will not affect the validity or enforceability of any other provision of these TERMS AND CONDITIONS.

Governing Law

THE VALIDITY, PERFORMANCE AND CONSTRUCTION OF THESE TERMS AND CONDITIONS AND ALL BILLS OF LADING HEREUNDER SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF STATE OF NEW YORK

Any claim, dispute or litigation relating to these TERMS AND CONDITIONS, any shipment scheduled or tendered hereunder or through the Broker's website, or relating to any and all disputes between the Broker and the enrolled Customer, shall be filed in the Court having jurisdiction within the New York State.