

OCS CONDITIONS OF CARRIAGE

By using the services of OCS, the shipper agrees to be bound by all of the applicable terms and conditions expressed herein. These terms and conditions shall apply to OCS' s associate and subsidiary companies where they are involved in the carriage.

General Agreement

By tendering the shipment for carriage using this non-negotiable waybill, the shipper agrees to the conditions stated herein, which no agent or employee of OCS or the shipper may alter. OCS shall not be bound by any agreement purporting to vary these conditions unless such agreement shall be in writing and signed on behalf of OCS by an authorized officer thereof. In the absence of any such written agreement to the contrary, the conditions herein shall constitute the entire agreement between OCS and the shipper.

OCS undertakes, subject to payment in accordance with its published rate or rate quoted to the customer from time to time, to carry the shipper' s package(s) between destinations agreed to between OCS and individual shippers. OCS reserves the right to carry the shipper' s package(s) by any route and procedure and by successive carriers and according to its sole discretion.

OCS reserves the right to refuse the carriage or transportation of any shipment for any person, company or organization and the carriage or transportation of any class of shipment at its discretion.

Shipper' s Obligations and Acknowledgments

The shipper warrants it is the owner or the authorized agent of the owner of the shipment tendered to OCS for carriage and that it is authorized to accept and do accept these conditions for itself and for all other parties on whose behalf it is acting. The shipper undertake to indemnify OCS against damages, costs and expenses resulting from any breach of this warranty.

In tendering the shipment for carriage, the shipper warrants that the shipment is packed adequately to protect the enclosed goods and to insure safe transportation with ordinary care and handling. The shipper warrants that each package is appropriately labeled and described on the waybill and is in good order for carriage as specified. Any special instructions must be clearly stated on this waybill, but no writing or marking on the package will be deemed as constituting a contractual term between OCS and the shipper.

In tendering the shipment to OCS for carriage, the shipper hereby appoints OCS as its agent for carriage. If the shipper does not complete all documentation necessary for the carriage of the shipment, the shipper authorizes OCS to complete necessary documentation on its behalf, where permitted by law. However, OCS is not obligated to do so, and will only do so at its own option and at the shipper' s expense. Moreover, the shipper warrants that OCS shall not be held liable for any claims, actions, damages or losses, and expenses of any nature whatsoever arising out of the shipper providing incomplete, inaccurate or false documentation as well as not providing necessary information to OCS.

Notwithstanding shipper' s instructions to the contrary, shipper shall be primarily liable for all costs and expenses related to the shipment of the package(s). The shipper recognizes that rate quotations are given on the basis of immediate acceptance and are subject to withdrawal or revision without notice. The shipper agrees that any rates quoted by OCS for carriage include local airport taxes but do not include, where applicable, value added tax, import or export taxes, duties, levies or costs and expenses with respect to the carriage of the shipper' s package(s) which could not be foreseen at the time of the rate quotation.

The shipper shall be liable for the costs incurred in either returning shipment to the shipper if it can not be delivered either because it is insufficiently or incorrectly addressed or because it is not collected or accepted by the consignee. The shipper shall be liable for warehousing the shipment pending disposition.

For shipments, only when applicable, where the consignee is to be billed the delivery charges, the shipper will be ultimately responsible for all such charges should the consignee refuses to pay.

Should the shipper have supplied any inaccurate or erroneous information upon which OCS has based its charges, then at OCS' s option, and without notice to the shipper, OCS may either (1) treat the erroneous information as correct and bill accordingly; or (2) adjust the billing to reflect the accurate information.

The shipper agrees to indemnify OCS against any and all damages, costs and expenses resulting from any breach of shipper' s warranties contained herein, including reasonable investigation costs, attorney' s fees and litigation costs.

Limitation of Liability of International Carriage

In the event of international carriage of any shipment hereunder, the rules relating to liability established by the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw, Poland on October 12, 1929, shall apply to the carriage insofar as the same is governed thereby.

OCS shall be responsible for the shipper' s package(s) only while such package(s) are within its custody and control and shall be liable for any damage or loss of such package(s) while in its custody and control if such damage or loss is caused by the negligence of OCS, its officers, agents or employees. For the purpose of establishing the amount of OCS' s liability under these conditions the liability shall be the lower of the declared value of the shipment or the amount of loss or damage actually sustained, its value ascertained by reference to its replacement or reconstitution at the time and place of shipment but without reference to its commercial utility to the customer and other items of consequential loss. In any event, the liability of OCS shall not exceed the sum of one hundred (\$100) dollars per shipment (per package(s) placed under a single waybill) for a document shipment. For a non-document shipment, OCS' s liability shall not exceed the sum of one hundred (\$100) dollars per shipment (per package(s) placed under a single waybill), unless a higher value is declared for carriage herein and a greater charge is paid. OCS reserves the right to determine, without notifying the shipper, as to whether any particular shipment shall be classified as a document shipment or a non-document shipment.

For certain document shipments such as books, magazines, and catalogues; however, OCS will classify it as a non-document shipment upon the shipper' s advance notification to and authorization from OCS, in which case OCS' s liability will extend to that of non-document shipments. In these circumstances, the shipper will be billed the non-document surcharge although the contents are documents only. Otherwise, OCS' s maximum liability for a document shipment shall be one hundred dollars even if the shipper declares a value above that amount. For a non-document shipment with value exceeding one hundred dollars, the shipper shall notify OCS for OCS' s acceptance of the additional liability and only when OCS accepts this additional liability shall OCS be held liable for the additional liability. Otherwise, OCS shall only be held liable for the maximum sum of one hundred dollars for the non-document shipment. In this regard, it is the shipper' s responsibility to notify OCS and get clearance for the additional liability. Otherwise, the shipper is cautioned and advised to secure its own insurance to cover loss or damage in any area in which liability is not expressly accepted by OCS.

Limitation of Liability for Domestic Carriage

For domestic carriage, the liability of OCS shall not exceed the sum of one hundred (\$100) dollars per shipment (per package(s) placed under a single waybill), unless a higher value is declared for carriage herein and a greater charge is paid. For shipments declared over one hundred dollars, the shipper must also notify OCS prior to shipping, and OCS must accept the additional liability for OCS to be held liable for the additional liability. In other regards,

the limitation of liability stated under

Limitation of Liability for International Carriage shall apply.

Liabilities Not Assumed

OCS is not liable for loss, damage, delay, misdelivery or non-delivery not caused by its own negligence or any loss, damage, misdelivery or non-delivery caused by the act, default or omission of the shipper, consignee, or any other party who claims an interest in the shipment, such as those resulting from the shipper' s failure to comply with its obligations, including, but not limited to, improper or insufficient packaging, securing, marking or addressing, or failure to observe any of the rules relating to shipments not acceptable for transportation or shipments acceptable only under certain conditions. It is the sole responsibility of the shipper to address adequately each consignment of shipment to enable effective delivery to be made.

OCS is not liable for loss, damage, delay, misdelivery or non-delivery caused by the nature of the shipment or any defect, characteristic or inherent vice thereof.

OCS is not liable for loss, delay, misdelivery or non-delivery caused by acts of force majeure, including, but not limited to, acts of God, perils of the air, public enemies, public authorities acting with actual or apparent authority, authority of law, acts or omissions of customs or quarantine officials, riots, strikes or other local disputes, civil commotions, hazards incident to a state of war, weather conditions or mechanical delay of the aircraft, or acts or omissions of any person other than OCS.

OCS shall not be liable for the loss of articles loaded and sealed in package(s) provided the seal is unbroken at the time of delivery, and the package(s) retains its basic integrity.

OCS SHALL NOT BE LIABLE IN ANY EVENT FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, COMMERCIAL, FINANCIAL AND OTHER DIRECT LOSS SUCH AS LOSS OF INTEREST AND USE, WHETHER OR NOT OCS HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.

OCS shall not under any circumstance be liable for loss or damage resulting from or attributable to any question, statement, representation, or information whether oral or in writing howsoever, wheresoever or to whomsoever made or given by or on behalf of OCS or any employee or agent of OCS as to the classification of or liability for amount, scale or rate of customs duty, excise duty or other impost of tax applicable to any goods or property whatsoever or as to whether any goods or property are such that OCS shall commit any breach of any Law, Regulation or Ordinance made in respect to the same. OCS does not give advice with respect to any provision of Law or rules or regulations made thereunder, or represent or advise that any such action by it or on its behalf complied or will comply with such provisions. Thus, OCS shall not be liable for any representation regarding such provision of law, rules or regulations made by OCS' s employees or agents.

Claims

Receipt of the shipment by the consignee without written notification of damage on the delivery receipt shall be prima facie evidence that the shipment was delivered in good condition. Written notice of loss due to damage or delay must be reported to the originating OCS office by the shipper within 30 days after the delivery of the shipment or the day the shipment should have reached its destination. Documentation of all claims other than overcharge claims must be submitted within 45 days after written notification (Claims for overcharge and refunds must be made in writing to OCS within six months of the billing date). No claims for damages will be entertained until all transportation charges have been paid. In addition, the shipper must make the original shipping cartons and packaging available for inspection by OCS. All claims must be filed by the shipper to the originating OCS office.

Right to Inspection

OCS reserves the right to inspect the package(s) consigned by the shipper, including, but not limited to, the right to open any package for the purpose of inspection, to insure that the packages are capable of carriage to the country of destination within the standard operating procedures, customs declaration and handling methods of OCS. Upon inspection, OCS reserves the right to determine whether the shipment is document or non-document for shipping and billing purposes, such as whether the non-document surcharge shall be imposed upon the shipment due to its non-document nature. However, OCS does not warrant by inspection that any package is capable of carriage without infringing upon the law of any country from, to or through which the package may be carried.

Items Not Acceptable for Carriage

OCS will not carry dangerous, hazardous, or combustible or explosive materials, gold or silver bullion, coins, cyanides, uncoined gold or silver or bullion, platinum or other precious metals, precious or semi-precious stones, including commercial carbons or industrial diamonds, paper or coin currencies of any nationality, uncanceled postage or revenue stamps, war savings or thrift stamps, blank or endorsed-in-blank cashier' s checks money orders or traveler' s checks, cash letters, livestock or war, or any such other classes of materials as to which OCS may from time to time notify shipper.

The shipper warrants that it is not delivering to OCS for shipment any of the above-listed items. In the event that any shipper should consign such items with OCS, OCS shall not be liable for any claims, damages or expenses arising in connection therein, and the shipper shall indemnify OCS for all such claims, damages and expenses, including OCS' s reasonable attorney' s fees. OCS shall have the right to deal with such items as it shall reasonably see fit.

This agreement between OCS and the shipper shall be governed by the local laws and within the exclusive jurisdiction of the local courts. Any action of law or equity arising herefrom shall be venue in the courts. In the event that any provision of this agreement shall be declared by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision may be stricken and the remaining provisions shall continue in full force and effect.