

THIS FORMS PART OF A CONSOLIDATION SHIPMENT COVERED BY A DELIVERY ORDER DECLARED HEREIN.

TERMS AND CONDITIONS

By tendering goods and personal effects for shipment via Orbit Kleintransporte J.Q. e.U. (Company). The Shipper agrees to the terms and conditions stated herein and the declarations of the Shipper made by the Bill of Lading which are incorporated herein by reference. No agent or employee of "Company" of the Shipper may alter these terms and conditions.

THE BILL OF LADING

The "Company" Bill of Lading is nonnegotiable and the Shipper acknowledges that it has been prepared by the Shipper or by the "Company" on behalf of the Shipper. The Shipper warrants that it is the owner of the goods transported hereunder or it is the authorized agent of the owner of the goods and that it hereby accepts the "Company's" terms and conditions for itself and agent for and on behalf of any other person having interest in the shipment.

SHIPPER'S OBLIGATIONS AND ACKNOWLEDGEMENTS

The Shipper warrants that each article in the shipment is properly described on this Bill of Lading and has not been declared by the "Company" to be unacceptable for transport and that the shipment is properly marked and addressed and packed to ensure safe transportation with ordinary care and tending.

The Shipper hereby acknowledges that the "Company" may abandon and/or release item consigned by the Shipper to the "Company" which the "Company" has declared to be unacceptable or which the Shipper has undervalued for customs purposes or misdescribed hereon, whether intentionally or otherwise without incurring any liability whatsoever to the Shipper and the Shipper will have and defend indemnity and hold the "Company" harmless from all claims, damages, fines and expenses arising therefrom.

The Shipper shall be liable for all costs and expenses related to the Shipment and for costs incurred in either returning the Shipment to the Shipper or warehouse the shipment pending disposition.

RIGHT OF INSPECTION

The "Company" has the right but not the obligation to inspect any shipment including without limitation opening the shipment.

LIEN ON GOODS SHIPPED

The "Company" shall have a lien on any goods shipped for all freight charges customs duties. Advances or other charges of any kind arising out of the transportation hereunder and may refuse to surrender possessions of the goods until such charges are paid

LIMITATION OF LIABILITY

The liability of the "Company" for any loss or damage to the shipment which terms shall include all goods and effects consigned to the "Company" under this Bill of Lading is limited to the lesser of

- a) EUR 150.00 Jumbo Box and EUR 100.00 Family Box or
- b) The actual amount of loss or damage to the goods and effects.

CONSEQUENTIAL DAMAGES EXCLUDED

The "Company" shall not be liable in any event for any consequential or special damages or other indirect loss however arising whether or not the "Company" had knowledge that such damages might be incurred including but not limited but to loss of income, profits interest utility or loss of market.

LIABILITIES NOT ASSUMED

While the "Company" will endeavor to exercise its best efforts to provide expeditious delivery in accordance with regular delivery schedules. The "Company" WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR DELAY IN PICKUP, TRANSPORTATION OR DELIVERY OF ANY SHIPMENT REGARDLESS OF THE CAUSE OF SUCH DELAY.

Further the "Company" shall not be liable for any loss, damage, misdelivery or nondelivery

- a) due to the act of God, force majeure occurrence or any cause reasonable beyond the control of the "Company", or
- b) caused by
 - (1) The act default or omission of the Shipper, the Consignee or any other party who claims an interest in the shipment (including violation of any term or condition hereof), or of any person other than the "Company" or of any Customs or other Government officials or of any Postal Service, forwarder or other entity or person to whom a shipment is tendered by the "Company" for transportation to any location not regularly served by the "Company" regardless of whether the Shipper requested or had knowledge of such third party delivery arrangement.
 - (2) The nature of the shipment or any defect, characteristic or inherent vice thereof.
 - (3) Electrical or magnetic injury eraser, or other such damage to electronic or photographic images or recordings in any form.
- c) Value of goods and personal effects not declared in Bill of Lading.

CLAIMS

- a) Any claims must be brought by the Shipper and delivered in writing to the office of the "Company" nearest the location at which the shipment was accepted within 30 days of the date of delivery to destination. No claim may be made against the "Company" outside of that time limit.
- b) No claims for loss or damage will be entertained until all transportation charges have been paid. The amount of any such claim may not be deducted from any transportation charges owed the "Company".
- c) The claims are paid the "Company" will not be reimburse the basic cost of shipment, pick up and delivery.

APPLICABILITY

These terms and conditions shall apply to and inure to the benefit of the "Company" and its authorized agents and affiliated companies and their officers, directors and employees.

MATERIALS NOT ACCEPTED FOR TRANSPORT

The "Company" will not carry

Currency	Precious metals	Precious stones
Money orders	Fire arms/ammunition	Drugs
Travelers checks	Explosives	Perishables

Negotiable instruments in bearer form

Lewd obscene or pornographic materials

Industrial carbon or diamonds

Combustible materials

Property the carriage of which is prohibited by law regulations or statute of any federal state or local government of any country from to or through which the shipment may be carried

Any expenses incurred by the "Company" on behalf of Shippers including, but not limited to taxes, interests, penalties, fines, surcharges, duties etc. arising from nondeclaration or misdeclaration shall be reimbursed or refunded by Shipper upon submission by the "Company" of proper proof of evidence for such expenses. In such an event the "Company" is entitled to hold, retain or impound the shipment as surely for payment until said refund or reimbursement is fully satisfied.