

TABLE OF CONTENTS

| SUBJECT | ITEM NO. | PAGE NO. |
|--------------------------------------------------------------------------|-----------------|-----------------|
| Governing Publications | 100 | 3 |
| Definitions | 110 | 3-4 |
| Advancement of Charges | 130 | 5 |
| Application of Charges | 149 | 5-6 |
| Application of Tariff | 150 | 6 |
| Application of Rates – Exceptions Classes | 160 | 7 |
| Application of Rates – Physical Location Required | 175 | 7 |
| Application of Rates – Minimum Charge, Cubic Capacity, and Density | 210 | 7 |
| Arrival Notice and Undelivered Freight | 345 | 7 |
| Assembly Service | 350 | 8 |
| Beyond Pickup and Delivery Service | 355 | 8 |
| Bills of Lading – Bill of Lading, Freight Bill, and Statement of Charges | 360 | 8-9 |
| Bills of Lading – Corrected | 362 | 9 |
| Bills of Lading – Order Bills | 364 | 9 |
| Bill of Lading – Terms and Conditions | 365 | 9-13 |
| Canceling Original and Revised Pages, Except the Title Page | 382 | 13 |
| Charges for Declared Value | 390 | 13-14 |
| Charges for Oversized Shipments | 392 | 14 |
| Charges Prepaid or Collect | 394 | 14 |
| Charges for Restricted Article Shipments | 396 | 15 |
| Claims, Loss and Damage | 407 | 15 |
| Collection on Delivery (COD) Shipments | 430 | 16-17 |
| Collection of Charges – Third Party Billing | 435 | 17 |
| Constant Surveillance | 450 | 18 |
| Extension of Credit Including Late Payment Penalty | 475 | 18 |
| Attorney Fees | 476 | 19 |
| Lien Notice | 477 | 19 |
| Delivery via Customs and Failure to Deliver | 480 | 19-20 |
| Delivery Reports | 485 | 21 |
| Detention – Vehicles with Power Units | 500 | 21-22 |
| Detention – Vehicles without Power Units | 501 | 22-23 |
| Distribution Service | 510 | 23-24 |
| Equipment – Forklift Service | 515 | 24 |
| Equipment – Power Lift Gate Service | 520 | 24 |
| Extra Labor | 560 | 25 |
| Fractions | 565 | 25 |
| Fuel Surcharge | 566 | 26 |
| Handling Freight Not Adjacent to Vehicle/Inside Delivery | 567 | 26 |
| Hotel and Motel Service | 568 | 27 |

| |
|---------------------------------------------------------------------------------------------|
| For explanation of abbreviations or reference marks not explained on this page see Item 110 |
|---------------------------------------------------------------------------------------------|

| | |
|----------------------|-------------------------|
| Issued: May 17, 2004 | Effective: May 17, 2004 |
|----------------------|-------------------------|

Issued by:

Secured Air Freight Express
4330 Santa Fe Road, San Luis Obispo, CA 93401

TABLE OF CONTENTS

| SUBJECT | ITEM NO. | PAGE NO. |
|-----------------------------------------------------------------------|-----------------|-----------------|
| Impracticable Operations | 570 | 27 |
| International Accessorial Charges | 572 | 27-29 |
| Liabilities Not Assumed | 575 | 29-30 |
| Limitation of Actions | 577 | 30 |
| Limit of Liability | 579 | 30-32 |
| Marking or Tagging Freight – Changing Markings or Tags | 580 | 32 |
| Minimum Charge | 610 | 32 |
| Notification Prior to Delivery – Delivery Appointments | 647 | 32 |
| Operating Rights | 650 | 32 |
| Payment of Charges | 720 | 32-33 |
| Pickup or Delivery Service – General | 750 | 33 |
| Pickup or Delivery Service – New York, NY Garment Area | 751 | 34 |
| Pickup or Delivery Service – Conventions, Exhibitions, Fairs or Shows | 752 | 34 |
| Pickup or Delivery Service – Sundays or Holidays | 754 | 34 |
| Pickup or Delivery Service – Saturdays | 755 | 34 |
| Pickup or Delivery Service – Delivery at Mine Sites | 756 | 34 |
| Pickup or Delivery – Special | 757 | 35 |
| Precedence of Rates | 765 | 35 |
| Prepayment – Export and Import Shipments | 770 | 36 |
| Private Residence | 775 | 36 |
| Prohibited or Restricted Articles | 780 | 36 |
| Protective Service | 810 | 36 |
| Reconsignment or Diversion | 820 | 37 |
| Redelivery | 830 | 37-38 |
| Returned, Undelivered Shipments | 860 | 38 |
| Reversal Charge | 870 | 38 |
| Routing and Rerouting | 875 | 38-39 |
| Scheduled Service | 879 | 39 |
| Sealing of Trucks | 880 | 39 |
| Shipment Preparation | 881 | 39-40 |
| Shipments Acceptable | 882 | 40 |
| Shipments Not Acceptable | 883 | 41-42 |
| Shipper and Consignee Liability | 884 | 42 |
| Signature Service | 885 | 42 |
| Sorting or Segregating | 887 | 43 |
| Storage | 910 | 43-44 |
| Terminal Charges at Port | 950 | 44 |
| Vehicle Furnished But Not Used | 985 | 44 |
| Weight Verification | 992 | 44 |
| Appendix A | | 45-49 |

| |
|---------------------------------------------------------------------------------------------|
| For explanation of abbreviations or reference marks not explained on this page see Item 110 |
|---------------------------------------------------------------------------------------------|

| | |
|----------------------|-------------------------|
| Issued: May 17, 2004 | Effective: May 17, 2004 |
|----------------------|-------------------------|

Issued by:

Secured Air Freight Express
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SECTION I - GOVERNING PROVISIONS

ITEM 100 GOVERNING PUBLICATIONS

This tariff is governed by the following publications, supplements thereto and subsequent reissues thereof.

| TITLE/SUBJECT | ISSUING/PROMULGATING ENTITY | ICC DESIGNATION OR FEDERAL GOVERNMENT PUBLICATION |
|------------------------------------------------------------------------|-----------------------------|------------------------------------------------------|
| <i>Need relevant organizations that we are party to listed here...</i> | | |
| Zip Codes | U.S. Postal Service | National Five Digit Zip Code & Post Office Directory |

ITEM 110 DEFINITIONS

DEFINITION OF TERMS AND ABBREVIATIONS:

1. **AEWS** – ICC Standard Carrier Alpha Code for American West Worldwide Express.
2. **Blanket Wrap Service** – This service is for any shipment requiring protective pads and air-ride service on logistics equipped trailers receiving special handling and direct dock/tail gate delivery.
3. **BOL** – Bill of Lading
4. **Business day or business hours** – That time, other than Saturdays, Sundays or holidays, during which operations are generally conducted by the carrier at the point where service is performed.
5. **Carrier's freight terminal** – The freight depot or station of the carrier at which freight shipment are loaded or unloaded.
6. **Chargeable Weight** – Cubic Dimensional Weight. See Item 149 paragraph 2 for a definition. of cubic dimensional weight.
7. **COD** – Collect on Delivery
8. **Consignee** – The party to whom the freight is being delivered.
9. **Consignor** – The shipper, the party from whom the freight is being picked up.
10. **DOT** – Department of Transportation
11. **Doubles trailer** – A trailer 29 feet or less in length.
12. **Export** - Except as otherwise specifically provided, the term "export" shall be understood as meaning any traffic having a subsequent movement to a foreign country.
13. **FAK** – Freight All Kinds
14. **Holiday or Legal Holiday** – New Year's Day (January 1), Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day, Christmas Day or any other day generally observed as a holiday by the carrier at the point where service is performed. When the holiday falls on a Sunday, the following Monday will be observed as the holiday.
15. **Import** – Except as otherwise specifically provided, the term "import" shall be understood as meaning any traffic having a prior movement from a foreign country.
16. **Max.** – Maximum
17. **Min.** – Minimum
18. **NFO** – Next Flight Out
19. **Pkg.** – Package
20. **POD** – Proof of Delivery

For explanation of abbreviations or reference marks not explained on this page see Item 110

Issued: May 17, 2004

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4330 Santa Fe Road, San Luis Obispo, CA 93401

ITEM 110 **DEFINITIONS** (continued)**DEFINITION OF TERMS AND ABBREVIATIONS** (continued):

21. **Secured Air Freight Express** – A d.b.a. of American West Worldwide Express, Inc. This name change for our Air Freight division was adopted to eliminate confusion between American West Worldwide Express, Inc. and America West Airlines.
22. **Shipment (exception to Section 5, Item 110 of ICC NMF 100)** – Except as otherwise provided, a shipment is defined as a single consignment of one or more packages, pieces or bundles tendered to Secured Air Freight Express for transportation from a single shipper address to a single consignee address.
27. **Truck or Vehicle** – Any vehicle or combination of vehicles handled as one unit, of not less than 35 feet in length, and not more than a combined 60 linear feet of inside floor length, legally propelled or drawn by a single power unit.

SYMBOLS:

- (%) Percent
- (A) Addition
- (C) Cancel or Cancelled
- (CW) Change in wording resulting in neither increase nor reduction
- (I) Increase
- (N) New
- (R) Reduction

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|---------------------------------------------------------------------------------------------|-------------------------|
| For explanation of abbreviations or reference marks not explained on this page see Item 110 | |
| Issued: May 17, 2004 | Effective: May 17, 2004 |

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Secured Air Freight Express
Air Freight Rules Tariff

ITEM 130 ADVANCEMENT OF CHARGES

1. Upon request, Secured Air Freight Express will advance the charges for transportation, cartage, storage, loading, unloading, packaging, and processing not performed by Secured Air Freight Express, when sufficient guarantee is given by either the shipper or consignee that such charges will be paid. A handling charge of (see Appendix A) will be assessed against each shipment, subject to a minimum charge of (see Appendix A) for each amount advanced.
2. Secured Air Freight Express will not advance charges on any shipment on which prepayment of charges is required unless the amount of such advancement has been deposited in cash with Secured Air Freight Express.

ITEM 149 APPLICATION OF CHARGES

1. **Effective Date** – all charges will be assessed at the rate in effect on the day of acceptance of the shipment by Secured Air Freight Express.
2. **Dimensional Charges** – except as otherwise provided, transportation charges will be assessed on the total weight of the shipment based on the greater of the actual weight or the cubic dimensional weight.

Cubic dimensional weight can be calculated as follows:

- A. Multiply length x width x height for each piece of the shipment or each assembly part of the shipment.
 - B. Divide the total by 194 cubic inches per pound for domestic shipment or 166 cubic inches per pound for international shipments. The result to be rounded to the next whole number to determine total pounds or kilograms.
3. **Charges on Mixed Shipments** - When articles qualifying for different rates are packed together, charges shall be assessed on the weight of the entire shipment at the highest rate applicable to any article therein.

When articles qualifying for different rates are packed separately in the same shipment, charges will be assessed as follows:

- A. For the purpose of this rule, transportation charges will be assessed on the greater of the actual or cubic dimensional weight (hereafter called chargeable weight) for each differently rated commodity.
- B. On shipments weighing less than 100 pounds, by applying the applicable rate per pound to each commodity of the shipment, subject to the highest applicable minimum charge for the shipment.
- C. On shipments weighing 100 pounds or more, by applying the applicable rate per 100 pounds based on the chargeable weight of the entire shipment to the chargeable weight of each commodity of the shipment, subject to the highest applicable minimum charge for the shipment.

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|---------------------------------------------------------------------------------------------|
| For explanation of abbreviations or reference marks not explained on this page see Item 110 |
|---------------------------------------------------------------------------------------------|

| | |
|----------------------|-------------------------|
| Issued: May 17, 2004 | Effective: May 17, 2004 |
|----------------------|-------------------------|

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4330 Santa Fe Road, San Luis Obispo, CA 93401

Secured Air Freight Express
Air Freight Rules Tariff

Tariff AEWS 103-AF

1st Revised Page: 6

ITEM 149 APPLICATION OF CHARGES (continued)

- D. On shipments containing commodities subject to rates based on minimum weight, by applying the rate of the minimum weight (based on the chargeable weight of the entire shipment) times the chargeable weight of each separately rated commodity. The minimum weight to be observed for the entire shipment will be the highest minimum weight applicable to any commodity used in rating the shipment. Any deficit below such minimum weight value will be assessed at the lowest rate applicable to any commodity in the shipment.
4. **Charges for Different Minimum Quantities** - When two or more rates subject to different quantities are provided on the same commodity in the same shipping form, for the same level of service, from and to the same points over the same route, the lower of the two charges specified below, will apply, subject to the minimum charge:
- A. The charge computed on the quantity shipped at the rate applicable to such quantity, or
B. The charge computed on the next greater quantity, for which a lower rate is provided at the rate applicable to such greater quantity.
5. **Rounding procedures** - Before computing cubic dimensions, fractions of inches (or centimeters) will be considered as the next greater inch or centimeter.

Fractions of pounds will be assessed at the charge for the next higher pound.

Fractions of one-half kilogram or less will be charged for half-kilogram fractions, and over one-half kilogram will be charged for the next higher whole kilogram.

Fractions of a cent will be rounded to the next higher cent.

ITEM 150 APPLICATION OF TARIFF - GENERAL

- A. Rates, rules, charges, and other provisions herein apply on INTERSTATE and INTRASTATE traffic, regulated or exempt, only in connection with:
1. Tariffs, contracts, and rates provided by the carrier and other publications of the carrier making specific reference to this tariff.
2. Participating carriers on joint-line traffic.
- B. Any provisions shown herein which differ from those shown in the governing publications will take precedence over those in the governing publications.
- C. Any rates, rules, charges, discounts, or provisions provided by the carrier in its individual tariffs, in writing or by electronic transmission which differ from those shown herein will take precedence over those shown herein.
- D. All rates and charges in this tariff apply only on transportation and services performed by the carrier. Charges for: ocean freight, documentation, container rental, and other services not specifically stated herein or provided by the carrier, will be assessed in addition.

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|---------------------------------------------------------------------------------------------|
| For explanation of abbreviations or reference marks not explained on this page see Item 110 |
|---------------------------------------------------------------------------------------------|

| | |
|----------------------|-------------------------|
| Issued: May 17, 2004 | Effective: May 17, 2004 |
|----------------------|-------------------------|

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Secured Air Freight Express
4330 Santa Fe Road, San Luis Obispo, CA 93401

ITEM 160 APPLICATION OF RATES – EXCEPTION CLASSES

Not applicable for this service type.

ITEM 175 APPLICATION OF RATES – PHYSICAL LOCATION REQUIRED

Shipments will not be accepted with the destination point shown as a Post Office Box on the bill of lading. The destination must be shown as a physical location to which the shipment can be delivered in normal truck service.

ITEM 210 APPLICATION OF RATES – MINIMUM CHARGE, CUBIC CAPACITY AND DENSITY

Not applicable for this service type.

ITEM 345 ARRIVAL NOTICE AND UNDELIVERED FREIGHT

ARRIVAL NOTICE:

1. Actual tender of delivery at consignee's place of business constitutes notice of the arrival of a shipment. All other notices of arrival shall be given in the manner described in paragraph (2), unless the consignor has noted prior delivery arrangements on the bill of lading.
2. If the shipment is not actually tendered for delivery, notice of arrival will be given to the consignee not later than the next business day following the arrival of the shipment at the destination terminal.
 - a. Notice will be given by telephone if convenient and practical, otherwise by mail or facsimile. The notice, however transmitted, will specify the point of origin, the consignor, the commodity and weight of shipment.
 - b. If the consignee's address is unknown to the carrier, the notice will be mailed to him at the post office serving the point of destination shown on the bill of lading.
 - c. In case of notification by mail, the notice will be deemed to have been given (that is, received by the addressee) at 8:00 a.m. on the first business day after it is mailed.

UNDELIVERED FREIGHT:

1. If freight cannot be delivered because of the consignee's refusal or inability to accept it, or because the carrier is unable to locate the consignee, or if the delivery cannot be accomplished because of an error or omission on the part of the consignor, the carrier will make a diligent effort to promptly notify the consignor, in writing, at the address shown on the bill of lading and request disposition instructions. If the consignor fails to provide disposition instructions, in writing, within 30 days after the date of notice, Secured Air Freight Express may, upon 30 days written notice to the consignor, dispose of the shipment at public or private sale and pay itself out of proceeds to satisfy the transportation charges owing on the shipment and/or any other monies owed Secured Air Freight Express. Any sums collected by Secured Air Freight Express in excess of such transportation charges will be paid to the consignor. No sale or disposal pursuant to this rule will discharge any liability or lien to any greater extent than the proceeds thereof. The consignor shall remain liable for all deficiency.
2. Undelivered shipments will be subject to the applicable storage or detention charges.

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|---------------------------------------------------------------------------------------------|
| For explanation of abbreviations or reference marks not explained on this page see Item 110 |
|---------------------------------------------------------------------------------------------|

| | |
|----------------------|-------------------------|
| Issued: May 17, 2004 | Effective: May 17, 2004 |
|----------------------|-------------------------|

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4330 Santa Fe Road, San Luis Obispo, CA 93401

ITEM 350 ASSEMBLY SERVICE

Assembly service will be provided by the forwarder subject to the following provisions:

- A. Secured Air Freight Express will accept two or more parts of a shipment from one or more consignors at point of origin, and will assemble such parts into one shipment for transportation to one consignee at one destination address if, no later than the time of receipt by Secured Air Freight Express of the first of the parts to be assembled, Secured Air Freight Express receives written instructions to provide assembly service from the consignor or the consignee (or, from consignee if there be more than one consignor); provided, however, that all parts of the shipment, other than those mislaid, shall be delivered to the consignee at one time, and provide further that all charges applicable to shipments receiving assembly service shall be paid by the consignee if there be more than one consignor.
- B. All parts of a shipment to be assembled will be tendered to Secured Air Freight Express no later than 24 hours after the receipt of the first of such parts, and parts received after such 24-hour period will be transported as separate shipments at the rate applicable thereto.
- C. For the applicable charges associated with this service please see Appendix A.
- D. No part of any assembly shipment may be forwarded C.O.D.
- E. A part of shipment, for the purpose of this rule, shall consist of one package, piece or bundle, or two or more packages, pieces or bundles, accepted by Secured Air Freight Express as a group or unit.
- F. Secured Air Freight Express will not perform assembly service in connection with any shipment, which is accorded distribution service.

ITEM 355 BEYOND PICKUP AND DELIVERY SERVICE

In the Zip Code Services Directory, if a zip code has an asterisk (*) next to the airport code, it is a beyond service area and an additional charge will apply.

For applicable charges please see Appendix A.

ITEM 360 BILLS OF LADING—BILL OF LADING, FREIGHT BILL, AND STATEMENT OF CHARGES (EXCEPTION TO ICC NMF 100, ITEM 360, SECTION 1 (f))

SECTION 1 – Issuance and Requirements:

- f. When the Payer of freight or other lawful charges requires or requests, as a prerequisite to payment:
 - 1. Copies of freight bills or statements of transportation charges in excess of the number specified in ICC NMF 100, Item 360, Section 1 (e), a charge for each such document or copy will be assessed. See Appendix A.
 - 2. The preparation by the carrier of any forms requiring itemization, listings, or description of single or multiple freight bills, for submittal with freight bills or statement of charges, a charge will be assessed. See Appendix A.

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|---------------------------------------------------------------------------------------------|
| For explanation of abbreviations or reference marks not explained on this page see Item 110 |
|---------------------------------------------------------------------------------------------|

| | |
|----------------------|-------------------------|
| Issued: May 17, 2004 | Effective: May 17, 2004 |
|----------------------|-------------------------|

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4330 Santa Fe Road, San Luis Obispo, CA 93401

Secured Air Freight Express

ITEM 360 **BILLS OF LADING—BILL OF LADING, FREIGHT BILL, AND STATEMENT OF CHARGES (EXCEPTION TO ICC NMF 100, ITEM 360, SECTION 1 (f))** (continued)

3. Any forms or copies of forms to be submitted with freight bills or statements of charges, a charge for each such form will be assessed. See Appendix A.
4. That information not shown on the shipping order at time of shipments be shown on freight bills or statements of charges, a charge per shipment will be assessed. See Appendix A.
5. That proof of delivery be furnished in any form, a charge for each document or copy will be assessed. See Appendix A.

ITEM 362 **BILLS OF LADING – CORRECTED**

Corrected bills of lading or other written or verbal instructions to change description or weight will not be accepted once the shipment has been delivered.

ITEM 364 **BILLS OF LADING – ORDER BILLS**

On a shipment moving on an order bill of lading, the carrier will assess a charge of (see Appendix A) to cover the cost of handling such bill of lading. This charge will be in addition to all other applicable charges and will be collected from the party who pays the freight charges.

ITEM 365 **BILL OF LADING – TERMS AND CONDITIONS**

TERMS AND CONDITIONS OF BILL OF LADING CONTRACT

- Sec. 1. In tendering the shipment described herein for carriage, shipper agrees to be fully bound by all terms and conditions described in the American West Worldwide Express/Secured Air Freight Express (Carrier) Rules Tariff, a copy of which is available for inspection by the parties hereto upon written request. The following is a partial listing of the terms and conditions of this contract. The shipper and consignee are advised to review the Carrier's Rules Tariff for a complete listing of the terms and conditions governing this contract. In the event of a conflict between the terms and conditions listed below and those listed in the Carrier's Rules Tariff, those terms and conditions found in the Carrier's Rules Tariff shall prevail. This Bill of Lading is non-negotiable and no agent or employee of either party may alter this contract.
- Sec. 2. It is mutually agreed that the shipment described herein is accepted on the date hereof, in apparent good order (except as noted) for carriage as specified herein, subject to governing classifications and tariffs as of the date hereof. Said classifications and tariffs are available for inspection by the parties hereto and are incorporated into and made part of this contract.
- Sec. 3. In tendering this shipment for carriage, the Shipper warrants that the shipment is packaged to protect the enclosed goods and to ensure safe transportation with ordinary care in handling, and that each package is appropriately labeled and in good order for carriage in accordance with standards established by the American Transportation Association.

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|---------------------------------------------------------------------------------------------|
| For explanation of abbreviations or reference marks not explained on this page see Item 110 |
|---------------------------------------------------------------------------------------------|

| | |
|----------------------|-------------------------|
| Issued: May 17, 2004 | Effective: May 17, 2004 |
|----------------------|-------------------------|

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Secured Air Freight Express
Air Freight Rules Tariff

Tariff AEWS 103-AF

1st Revised Page: 10

ITEM 365 BILL OF LADING – TERMS AND CONDITIONS (continued)

- Sec. 4. Carrier shall not be liable for any loss, damage, delay, mis-delivery or other results not caused by its own negligence. Additionally, Carrier shall not be liable, in any event, for results caused by:
- (a) Acts of God, public enemies, public authorities acting with actual or apparent authority, authority of law, quarantine, riots, strikes, civil commotion, or hazards or dangers incident to a state of war.
 - (b) The act, default, or omission of the Shipper, Consignee, or any other party claiming an interest in the shipping, including any breach of the warranty.
 - (c) The nature of the shipment, or any defect, characteristic or inherent vice thereof.
 - (d) Violation by the shipper or consignee of any of these conditions of contract.
 - (e) Acts, or omissions of any person other than the Carrier, including compliance with the delivery and special instructions from the Shipper, or Consignee.
 - (f) Noncompliance with laws, government regulations, orders or requirements, or from any cause beyond the Carrier's control.
- Sec. 5. Carrier will not be liable for loss of money, bullion, bonds, coupons, jewelry, precious stones, valuable papers or any articles of extraordinary value.
- Sec. 6. Carrier shall not be liable for any consequential or special damages whether or not the Carrier knew that such damages might be incurred.
- Sec. 7. (a) The Shipper and Consignee shall be liable jointly and severally, for all unpaid freight charges, including sums advanced or disbursed by the Carrier, except that collect shipments may move without recourse to the consignor when the consignor so stipulates by signature or endorsement in the space provided on the face of the bill of lading. Nevertheless, the consignor shall remain liable for transportation charges where there has been an erroneous determination of the freight charges assessed, based upon incomplete or incorrect information provided by the consignor.
- (b) Notwithstanding the provisions of subsection (a) above, the consignee's liability for payment of additional charges that may be found to be due after delivery shall be as specified by 49 U.S.C. § 13706, except that the consignee need not provide the specified written notice to the delivering carrier if the consignee is a for-hire carrier.
- (c) Nothing in the bill of lading shall limit the right of the carrier to require the repayment or guarantee of the charges at the time of shipment or prior to delivery. If the description of articles or other information on this bill of lading is found to be incorrect or incomplete, the freight charges must be paid based upon the articles actually shipped.
- Sec. 8. In the event of any breach of contract and/or default by Shipper or Consignee for services performed by Carrier, then Carrier shall be entitled to any and all remedies available at law or in equity. If the Shipper (or Consignee, in the event of a collect shipment) fails to pay any amount due the Carrier within 15 days, Shipper (or Consignee where applicable) hereby agrees to:
- (a) Pay to the Carrier interest at the rate of 1.5% per month.
 - (b) Forfeit use of all discounts, allowances, commodity rates, brokerage agreements, incentives or any other rate reductions, if any, on all unpaid freight bills.
 - (c) Where no discount was applied to the original freight bill, pay a penalty of 25% of the remaining freight bill amount due Carrier.
 - (d) Pay actual attorney fees and/or court costs associated with, or as a result of, any action to collect unpaid freight bills and associated charges described above.
- Sec. 9. Carrier assumes no obligation to commence or complete transportation within a certain time.

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|---------------------------------------------------------------------------------------------|
| For explanation of abbreviations or reference marks not explained on this page see Item 110 |
|---------------------------------------------------------------------------------------------|

| | |
|----------------------|-------------------------|
| Issued: May 17, 2004 | Effective: May 17, 2004 |
|----------------------|-------------------------|

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4330 Santa Fe Road, San Luis Obispo, CA 93401

Secured Air Freight Express
Air Freight Rules Tariff

Tariff AEWS 103-AF

1st Revised Page: 11

ITEM 365 BILL OF LADING – TERMS AND CONDITIONS (continued)

- Sec. 10. Carrier shall be allowed to open and inspect all shipments.
- Sec. 11. Carrier may, at its sole discretion, select any mode of transportation that it feels can best offer the services required as checked on the face of this Bill of Lading. Air Freight shipments (Tariff AEWS 103-AF, Item 875) may be diverted to motor or other carrier unless shipper gives other instructions hereon.
- Sec. 12. Shipper must denote an accurate and specific description of the articles to be shipped on the face of this Bill of Lading.
- Sec. 13. Dimensional Weight shall apply to Air Freight shipments (Tariff AEWS 103-AF, Item 149)) and Shipper must show dimensions in inches on bill as follows: Length x Width x Height = Cubic inches.
- Sec. 14. Carrier's liability for domestic Air Freight shipments (Tariff AEWS 103-AF, Item 579) is limited to the lesser of \$.50 per pound or the actual value of each piece that may have been lost or damaged, unless a higher value is declared herein, and applicable charges paid thereon. Carrier's liability for International Air Freight shipments is limited to \$9.07 per pound unless a higher value is declared herein and applicable charges paid thereon.
- Sec. 15. Carrier's liability on Ground shipments (Tariff AEWS 102-GC, Item 579) shall represent the reasonable destination value as governed by the National Motor Freight Classification (NMFC). Reasonable destination value shall not include overhead expenses, destination sales, distribution or handling expenses not actually incurred, profit which is anticipated but unearned at the time of movement, or other similar items included in or added to the destination value. NMFC liabilities apply, not to exceed \$20.00 per pound, if cargo rated at NMFC Class rates. If linear foot or pallet rates apply, maximum liability will be \$.60 per pound unless otherwise declared, and additional insurance purchased.
- Sec. 16. Carrier's liability for Blanket Wrap / Air Ride shipments (Tariff AEWS 101-BW, Item 407 and Item 579) is limited to the lesser of \$.60 per pound or the actual value of each piece that may have been lost or damaged, unless a higher value is declared herein and applicable charges paid thereon.
- Sec. 17. Carrier shall have a lien on this shipment for all sums due and payable to Carrier. Failure to pay billed charges may result in a lien on future shipments, including the cost of storage and appropriate security for the subsequent shipment(s) held, pursuant to California Civil Code Section 3051.5.
- Sec. 18. In the event of the failure or inability of the Consignee to take delivery of the shipment, Carrier will notify the Shipper in writing at the address shown on this Bill of Lading, and request disposition instructions. If the Shipper fails to provide disposition instructions within 30 days after the date of the Carrier's notice, Carrier will return shipment to the Shipper at the Shipper's expense. If the Shipper fails to accept delivery of a shipment thus returned, Carrier 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 transportation charges owing on the shipment. Any sums collected by Carrier in excess of such transportation charges 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.

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|---------------------------------------------------------------------------------------------|
| For explanation of abbreviations or reference marks not explained on this page see Item 110 |
|---------------------------------------------------------------------------------------------|

| | |
|----------------------|-------------------------|
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|----------------------|-------------------------|

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Secured Air Freight Express
Air Freight Rules Tariff

Tariff AEWS 103-AF

1st Revised Page: 12

ITEM 365 BILL OF LADING – TERMS AND CONDITIONS (continued)

- Sec. 19. All claims for loss or damage must be made within 90 days from the date of the receipt of the shipments for Air Freight shipments (Tariff AEWS 103-AF, Item 407), and within 9 months from the receipt of the shipment for Ground (Tariff AEWS 102-GC, Item 407) and Blanket Wrap / Air Ride shipments (AEWS 101-BW, Item 407). When concealed loss or damage is discovered after a clear delivery has been given to the Carrier, the Carrier must be notified within 7 days after the delivery of the shipment for Air Freight shipments (Tariff AEWS 103-AF, Item 407), and within 15 days after the delivery of the shipment for Ground (Tariff AEWS 102-GC, Item 407). No concealed damage claims are allowed on Blanket Wrap / Air Ride shipments (Tariff AEWS 101-BW, Item 407), since inspection is required as blankets are removed on delivery.
- Sec. 20. All goods and packaging must be held for inspection by the Carrier, and all goods must be packed to withstand the normal hazards of transportation for any claim to be valid.
- Sec. 21. Claims for loss or damage must be supported by an invoice for manufacturer's cost and documentation of the shipment's weight.
- Sec. 22. No claim with respect to a shipment, any part of which is received by the consignee, will be processed, investigated or paid until all transportation charges have been paid.
- Sec. 23. "Special damages" such as loss of production, loss of sales, stand-by-time, contract penalties, and similar items, even though resulting from loss, damage, or delay due to carrier negligence, shall not be paid.
- Sec. 24. Claims for overcharges or duplicate billings must be made in writing within a period of one year after the date of acceptance of shipment by the Carrier.
- Sec. 25. The following shipments will not be accepted under any circumstance: Corpses, cremated or disinterred remains; Live animals, other than lobsters and animals used for use at a medical laboratories; Precious metals; Coins, currency or negotiable instruments; Stamps, Furs or fur clothing, Gem stones, cut or uncut, pearls; Jewelry, other than costume; Originals of manuscripts, drawings, audio or video recordings, microfilm or fiche, or magnetic tapes for which no other copy exists; Archeological artifacts. Artwork or objects of art; and Antiques are acceptable with prior written agreement from American West / Secured Air Freight and a tariff on file.
- Sec. 26. The following shipments will not be accepted for carriage with a value declared on this Bill: Shipments of prototype material, models, or one of a kind items; rugs, namely Oriental or Indian; Personal effects or household goods; artwork.
- Sec. 27. A shipment with a declared value in excess of \$25,000.00 will be accepted only when advance arrangements have been made with the Carrier's claims department and a tariff is on file.
- Sec. 28. Shipments likely to impregnate or otherwise damage equipment or other shipments will only be accepted when advance arrangements have been made with the Carrier.
- Sec. 29. Shipments requiring devices for safe handling will be accepted only when such special devices are provided and operated by and at the expense of the Shipper and/or Consignee and when Carrier has received notification.
- Sec. 30. Any articles susceptible to damage by ordinary handling must be adequately protected by proper packing and must be marked or bear appropriate labels and Carrier must be given prior notification.
- Sec. 31. Any article susceptible to damage as a result of any condition which may be encountered in transportation such as high or low temperatures, atmospheric pressure, or sudden changes in either, must be adequately protected by proper packing, as Carrier will not be liable.

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| For explanation of abbreviations or reference marks not explained on this page see Item 110 |
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| Issued: May 17, 2004 | Effective: May 17, 2004 |
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4330 Santa Fe Road, San Luis Obispo, CA 93401

Secured Air Freight Express
Air Freight Rules Tariff

- Sec. 32. To the extent that it is not governed by Federal law, the Contract and the tariffs incorporated by reference shall be construed, and the performance of the transportation hereunder shall be determined, in accordance with the laws of the State of California. In the event of a lawsuit or other legal proceeding. Shipper and/or consignee covenants agree that San Luis Obispo County, California retains both in rem and in personam jurisdiction over Shipper and all of Shipper's Assets. If any provision of this Contract, including the tariffs incorporated by reference, is determined to be invalid or unenforceable, the remainder of the contract shall not be affected thereby.
- Sec. 33. Carrier shall not be liable for the accuracy of the quantity or actual contents listed on this Bill of Lading for sealed containers tendered for shipment where the Carrier is unable to verify contents of said containers.
- Sec. 34. International carriage is subject to 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.
- Sec. 35. By selecting a mode of transportation on the Bill of Lading, shipper will be governed by the corresponding tariff.

ITEM 382 CANCELLING ORIGINAL AND REVISED PAGES, EXCEPT THE TITLE PAGE

Unless otherwise provided, an amendment of a page will be made by reprinting the page and showing a revision number. The revision numbers will be used in consecutive numerical order beginning with "1st Revised Page". A revised page cancels any uncanceled revised or original pages, which bear the same page number.

ITEM 390 CHARGES FOR DECLARED VALUE

- A. The shipper may declare a value on the entire shipment, or where the shipment consists of more than one (1) piece, the shipper may declare different values on any piece(s) which is tendered to Secured Air Freight Express as separately identifiable unit(s) by so indicating on the airbill or bill of lading and specifically and completely describing the contents thereof as to the article(s), weight(s), number of pieces and consignee(s), provided that:
1. If a value is declared on the entire shipment (see Item 579 (1), Note 1) an additional transportation charge (see Appendix A) shall be required for each \$100.00 (or fraction thereof). This charge will be subject to a minimum charge of (see Appendix A). Secured Air Freight Express' liability shall be determined pursuant to Item No. 579 (3) (A) once a value is declared.
 2. If a value is declared on a piece(s) (see Item 579 (1), Note 1) an additional transportation charge of (see Appendix A) shall be required for each \$100.00 (or fraction thereof). This charge will be subject to a minimum charge of (see Appendix A). Secured Air Freight Express' liability shall be determined pursuant to Item No. 579 (2) (A) once a value is declared.

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| For explanation of abbreviations or reference marks not explained on this page see Item 110 |
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| Issued: May 17, 2004 | Effective: May 17, 2004 |
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Secured Air Freight Express
Air Freight Rules Tariff

Tariff AEWS 103-AF

1st Revised Page: 14

ITEM 390 **CHARGES FOR DECLARED VALUE** (continued)

- B. In the case of shipments destined to points outside the United States and its territories, the declared value of a shipment shall be the value for carriage declared by the shipper on the Shipper's Letter of Instructions or other shipping document in the absence of such other shipping document. In the absence of such declaration of value by the shipper, the declared value shall be \$0.50 for each pound of the shipment. For shipments having a declared value for carriage of \$0.50 per pound or less, transportation charges will be solely on weight or volume basis.
1. For shipments having a declared value for carriage of more than \$0.50 per pound transportation charges will be on a weight or volume bases, plus a valuation charge of (see Appendix A) per \$100.00 (or fraction thereof), subject to minimum of (see Appendix A).
- C. Each part of a shipment handled in Assembly or Distribution Service shall be treated as a separate shipment for the purpose of this Item.

ITEM 392 **CHARGES FOR OVERSIZED SHIPMENTS**

1. Definition
A shipment that contains a piece with a length of eighty-three (83) inches or greater; or a height or width of fifty-nine (59) inches or greater, or with an actual weight of more than 300 pounds. Additional charges will apply and may require an extra day in transit.
2. Charges
See Appendix A for applicable charges.

ITEM 394 **CHARGES PREPAID OR COLLECT**

Except as otherwise provided, shipments will be accepted either with charges to be prepaid by the shipper or to be collected from the consignee.

- A. The following shipments must be prepaid by the shipper:
1. Shipments not equal in commercial value to the transportation charges thereon.
 2. Household goods, used, not for resale, and personal effects consisting of wearing apparel, cosmetics, toilet articles and articles worn by an individual, used, not for resale.
 3. Shipments addressed to consignee at a transient address.
 4. Shipments to be delivered to Customs.
 5. Shipments addressed to Canadian or United States Government agencies unless shipped by Government Agent presenting proper Bill of Lading.
 6. Shipments destined to construction sites, post office boxes, or hotels and motels consigned to guests.
 7. Shipments addressed to persons restrained of their liberty.
 8. Shipments destined to exhibition grounds, parks, fairs, or similar enclosures where admission is charged for entrance.
 9. Shipments addressed to any person and/or organization in care of another person and/or organization.

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| For explanation of abbreviations or reference marks not explained on this page see Item 110 |
|---------------------------------------------------------------------------------------------|

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|----------------------|-------------------------|
| Issued: May 17, 2004 | Effective: May 17, 2004 |
|----------------------|-------------------------|

Issued by:
Secured Air Freight Express
4330 Santa Fe Road, San Luis Obispo, CA 93401

ITEM 396 CHARGES FOR RESTRICTED ARTICLE SHIPMENTS

Shipments containing articles subject to the following tariffs will be assessed a charge of (see Appendix A) per airbill or bill of lading in addition to all other charges:

- A. Official Air Transport Restricted Articles Circular No. 6-D.
- B. International Air Transport Association (IATA), Dangerous Goods Regulations.
- C. International Aviation Organization (ICAO) Technical Instructions.

The shipper agrees to package restricted article shipments for passenger or cargo aircraft in accordance with current IATA regulations. The shipper will be responsible for preparing the necessary restricted article documents required by law. All restricted article shipments will be tendered on an individual airbill or bill of lading. Consolidation with other non-restricted shipments will not be permitted.

ITEM 407 CLAIMS, LOSS AND DAMAGE

For principles and practices for the investigation and disposition of freight claims, see NMF 100 series.

1. All claims for shipments within the United States, except for overcharges, must be made in writing to Secured Air Freight Express within 90 days after the date of acceptance of the shipment by Secured Air Freight Express.
2. All claims for shipments moving between points in the United States and points in Canada or points in Puerto Rico, except for overcharges, must be made in writing to Secured Air Freight Express within 90 days after date of acceptance of the shipment by Secured Air Freight Express.
3. Damage and/or loss discovered by the consignee after delivery and after a clear receipt has been given to Secured Air Freight Express must be reported to the Secured Air Freight Express office within 7 days after delivery of the shipment, with the privilege to Secured Air Freight Express to make inspection of the shipment, its container(s), and packing material within 15 days after receipt of such notice. It is the duty of the consignee to show that the discovered loss or damage occurred during the course of transportation.
4. No claim or loss or damage to a shipment, any part of which is received by the consignee, will be investigated or processed until all transportation charges have been paid. The amount of the claim may not be deducted from the transportation charges.
5. Claims for overcharges must be made in writing to Secured Air Freight Express within one year after date of acceptance of the shipment by Secured Air Freight Express.

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| For explanation of abbreviations or reference marks not explained on this page see Item 110 |
|---------------------------------------------------------------------------------------------|

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|----------------------|-------------------------|
| Issued: May 17, 2004 | Effective: May 17, 2004 |
|----------------------|-------------------------|

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ITEM 430 COLLECT ON DELIVERY (COD) SHIPMENTS

1. COD shipments will be accepted subject to the following provisions and charges.
 - A. The charge for collecting and remitting the amount of each COD will be (see Appendix A.), subject to a minimum charge of (see Appendix A).
 - B. The amount of the C.O.D. to be collected from the consignee must be entered on Secured Air Freight Express' airbill or bill of lading by the shipper in the space provided. Secured Air Freight Express shall not be liable for failure to collect the C.O.D. amount when it is not so entered by the shipper.
 - C. The letters "C.O.D." and the total amount to be collected on delivery must be legibly and durably marked on each piece of a C.O.D. shipment by the shipper.
 - D. Only the following forms of payment will be accepted in payment of COD amounts:
 1. Bank Cashier's Check
 2. Bank Certified Check
 3. Money Order
 4. Company/Personal check of the consignee when so authorized in writing or by endorsement on the bill of lading and shipping order by the consignor.
 - E. Secured Air Freight Express' sole responsibility shall be to secure the check and to exercise due care and diligence in forwarding it to the shipper. The charge for collecting and remitting must not be included in the check or money order made payable to the shipper.
 - F. No privilege of examination will be given prior to the collection of the C.O.D. No partial collection of the amount of the C.O.D. will be made. No partial delivery of a C.O.D. will be made unless the full amount of the C.O.D. has been collected.
 - G. The disposition of refused or unclaimed C.O.D. shipments, including re-consignments to a new consignee at a new address, or the release of a C.O.D. amount, may be arranged for by the shipper only by written order to Secured Air Freight Express.
 - H. The charge for collecting and remitting the amount of each COD bill will be collected from the consignee except that such charge may be prepaid by the shipper, providing notation to that effect is made by the shipper on the air bill or bill of lading. Collection or remitting charges for freight or other lawful charges due the carrier shall be made payable to the carrier and must not be included in the check or money order payable to the consignor. If the consignee refuses to pay the charge for collection, it will be deducted from the amount of the COD in remitting to the consignor.
 - I. A charge of (see Appendix A) per shipment will be made for increasing, reducing, or canceling the COD amount. The COD amount will be changed or cancelled only upon receipt of a corrected or revised bill of lading from the consignor.
 - J. If the C.O.D. is cancelled as provided in paragraph (I) above, then the fee for collecting the C.O.D. as provided in paragraph (A) above is cancelled.

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| For explanation of abbreviations or reference marks not explained on this page see Item 110 | |
| Issued: May 17, 2004 | Effective: May 17, 2004 |

Issued by:

Secured Air Freight Express
4330 Santa Fe Road, San Luis Obispo, CA 93401

ITEM 450 CONSTANT SURVEILLANCE SERVICE

Not applicable to this service type.

ITEM 475 EXTENSION OF CREDIT INCLUDING LATE PAYMENT PENALTY

Secured Air Freight Express is making this tariff publication to exercise its options concerning the credit period and collection of expense charges.

1. Carrier's standard credit period shall be 15 calendar days (i.e., includes Saturdays, Sundays, and legal holidays). The credit period begins the day after presentation of the freight bill as defined in 49 CFR 1320.3.
2. Notice shall be given on the freight bill, or by separate written notice accompanying the freight bill, that failure to pay freight charges within the credit period may subject those charges to tariff penalties.
3. If the Shipper (or Consignee, in the event of a collect shipment) fails to pay any amount due the Carrier within 15 days, Shipper (or Consignee where applicable) hereby agrees to:
 - a. *Pay to the Carrier interest at the rate of 1.5% per month*
 - b. *Forfeit use of all discounts, allowances, commodity rates, brokerage agreements, incentives or any other rate reductions, if any, on all unpaid freight bills.*
 - c. *Where no discount was applied to the original freight bill, pay a penalty of 25% of the remaining freight bill amount due Carrier.*
 - d. *Pay actual attorney fees and/or court costs associated with, or as a result of, any action to collect unpaid freight bills and associated charges described above.*
4. Carrier shall have a lien on this shipment for all sums due and payable to Carrier. Failure to pay billed charges may result in a lien on future shipments, including the cost of storage and appropriate security for the subsequent shipment(s) held, pursuant to California Civil Code § 3051.5.
5. Either a revised freight bill or a specific notice of the application of the above assessments as a collection expense charge for late payment shall be provided between 60 and 90 days after expiration of the authorized credit period.
6. The collection expense charges described herein shall be applied only to the non-payment of original, separate, and independent freight bills and shall not apply to aggregate "balance due" claims on past shipments sought by a bankruptcy trustee or any other person or agent.
7. The collection expense charges shall not apply to instances of clear clerical or ministerial error such as non-receipt of a carrier's freight bill, shipper's payment check lost in the mail, or carrier's mailing of the freight bill to the wrong address.

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| For explanation of abbreviations or reference marks not explained on this page see Item 110 |
|---------------------------------------------------------------------------------------------|

| | |
|----------------------|-------------------------|
| Issued: May 17, 2004 | Effective: May 17, 2004 |
|----------------------|-------------------------|

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Secured Air Freight Express
4330 Santa Fe Road, San Luis Obispo, CA 93401

ITEM 476 ATTORNEY FEES

In the event of any dispute between American West and any other party to the shipment, the prevailing party is entitled to attorney's fees, litigation and court costs and collection costs. In the event American West exercises a possessory lien, the consignor, consignee or the third party billing payor shall also pay for American West's attorney fees incurred in connection with the possessory lien, even if prior to litigation.

ITEM 477 LIEN NOTICE

THE SHIPPERS FAILURE TO PAY BILLED CHARGES MAY RESULT IN A LEIN ON FUTURE SHIPMENTS: Secured Air Freight Express and/or freight forwarder shall have a lien on freight in its possession or on future shipments of freight. The lien shall be for the total amount owed to the carrier and/or freight forwarder for freightage, charges, or services and advances due on freight previously delivered upon the promise of the consignor or consignee to pay freightage, charges and advances. The lien shall include billed freight charges, cost of storage, and appropriate security for the subsequent shipment held by Secured Air Freight Express and/or freight forwarder. The lien shall also include the cost of keeping and selling the property, including publication costs, collection services and attorney's fees incurred in order to comply with California Civil Code Sections 3051.5 and 3052. The proceeds of the sale must be applied to the discharge of lien. The remainder, if any must be paid over to the legal owner of the property. The consignor shall remain liable for any deficiency. If Secured Air Freight Express and/or freight forwarder are not paid in full (10) days after providing written notice to the consignor and consignee that their freight is being held pursuant to a possessory lien, Secured Air Freight Express may proceed to sell such property provided that no sale of the property may take place for at least thirty-five (35) days from the date that the possession of the property is delivered to Secured Air Freight Express and/or freight forwarder.

ITEM 480 DELIVERY VIA CUSTOMS AND FAILURE TO DELIVER

A. Delivery to Consignee

1. Delivery of consignment will be made only to the consignee named on the face of the airbill or bill of lading. Delivery of the consignment shall be made by Secured Air Freight Express only upon written receipt of the consignee and upon compliance with all other applicable terms and conditions of the airbill or bill of lading and of this tariff.
2. Since Secured Air Freight Express will not have control over the consignment while in the custody of Government Officials, a full and complete delivery shall have been made when the consignment has been delivered to Customs House or other Government authorities as required by the law or Customs Regulations then and there in force; and Secured Air Freight Express has delivered to the consignee any Secured Air Freight Express' authorization necessary for the consignee to obtain release of the consignment from such Government and has forwarded the notice of arrival referred to in Paragraph B of this Rule.

B. Notice of Arrival

Notice of arrival of the shipment will, in the absence of other instructions, be sent to the consignee or the person to be notified. Secured Air Freight Express is not liable for non-receipt of such notice.

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| For explanation of abbreviations or reference marks not explained on this page see Item 110 |
|---------------------------------------------------------------------------------------------|

| | |
|----------------------|-------------------------|
| Issued: May 17, 2004 | Effective: May 17, 2004 |
|----------------------|-------------------------|

Issued by:
Secured Air Freight Express
4330 Santa Fe Road, San Luis Obispo, CA 93401

ITEM 480 **DELIVERY VIA CUSTOMS AND FAILURE TO DELIVER** (continued)

C. Place of Delivery

Except as otherwise provided, the consignee must accept the shipment at the destination airport shown on the airbill or bill of lading.

D. Failure of Consignee to Take Delivery

1. Subject to the provisions of Paragraph E hereof, if the consignee refused or fails to take delivery of the consignment after its arrival at the destination named in the airbill or bill of lading, Secured Air Freight Express will endeavor to comply or cause compliance with any instructions of the shipper set forth on the face of the airbill or bill of lading. If no such instructions are so set forth, or if such instructions reasonably, cannot be complied with, Secured Air Freight Express after forwarding to the shipper, notice of the failure of the consignee to take delivery will:
 - a. Return the consignment to the airport of departure to await instructions of the shipper, or
 - b. After holding the consignment at the place of destination for a period of not less than 30 days, sell such consignment in one or more lots at public or private sale without notice.
2. The shipper will pay all charges and expenses resulting from or in connection with the failure of the consignee to take delivery of the consignment including, but not limited to, carriage charges incurred in returning the consignment. If the consignment is returned to the airport of departure and the shipper refuses or neglects to make such payments within fifteen (15) days after such return, Secured Air Freight Express will dispose of the consignment or any part thereof, at public or private sale after giving the shipper at the address stated in the airbill or bill of lading ten (10) days written notice of its intentions to do so.
3. In the event of the sale of the consignment either at the place of destination or at the place to which the consignment has been returned, Secured Air Freight Express is authorized to pay to itself and other transportation services, out of the proceeds of such sale, any and all charges, advances, and expenses of Secured Air Freight Express plus costs of sale, holding any surplus subject to the order of the shipper. A sale of any consignment shall, however, not discharge the shipper of any liability hereunder to pay any deficiencies.

E. Disposal of Perishables

When a shipment containing perishable articles is delayed in the possession of Secured Air Freight Express, or is unclaimed, refused, or threatened with deterioration, Secured Air Freight Express shall take such steps as due diligence requires for the protection of all parties in interest. If shipper or consignee desires notification by telephone or telegram of actual or anticipated delay at origin, or at destination, shipper shall so specify on the airbill or bill of lading, authorizing collect communication and designating the party and the telephone number or address to be notified. Secured Air Freight Express will then attempt such notification as soon as is reasonably possible. If, after notification, no further instructions are received, Secured Air Freight Express reserves the right to reroute the shipment by other means of transportation or to dispose of it in accordance with the provisions of this paragraph.

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| For explanation of abbreviations or reference marks not explained on this page see Item 110 | |
| Issued: May 17, 2004 | Effective: May 17, 2004 |

Issued by:

Secured Air Freight Express
4330 Santa Fe Road, San Luis Obispo, CA 93401

ITEM 485 DELIVERY REPORTS

- A. The time of delivery to consignee will be telephoned to consignor upon his request, subject to the following provisions:
 - 1. The airbill or bill of lading presented to Secured Air Freight Express at the time shipment is tendered to Secured Air Freight Express must have the statement “Verbal POD requested” entered by the shipper.

- B. A POD showing the time of delivery to consignee will be provided to the consignor upon his request, subject to the following provisions:
 - 1. The airbill or bill of lading presented to Secured Air Freight Express at the time shipment is tendered to Secured Air Freight Express must have the statement “POD requested” entered by the shipper.
 - 2. A charge of (see Appendix A) per shipment will be assessed for such POD in addition to all other applicable charges.

ITEM 500 DETENTION – VEHICLES WITH POWER UNITS

This item applies when carrier’s vehicle(s) with power unit(s) are delayed or detained either on the premises of the consignor or consignee or as close as thereto as conditions will permit, subject to the following provisions:

Section 1 – General Provisions

Freight remaining undelivered after the accrual of any detention charges may be placed in storage. Such freight shall be subject to accrued detention charges up to the time it is placed in storage, and shall immediately become subject to the storage charges in Item 910. If the freight is later tendered for delivery, the charge for redelivery in Item 830 will also apply.

Section 2 – Computation of Time

Computation of time shall begin upon notification by the driver to the responsible representative of the consignor or consignee of the arrival of the vehicle for loading or unloading. Computation of time shall end upon completion of loading or unloading and receipt by the driver of a signed bill of lading or receipt of delivery.

Section 3 – Free Time

Free time per vehicle stop shall be thirty (30) minutes.

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| For explanation of abbreviations or reference marks not explained on this page see Item 110 | |
| Issued: May 17, 2004 | Effective: May 17, 2004 |

Issued by:
Secured Air Freight Express
4330 Santa Fe Road, San Luis Obispo, CA 93401

ITEM 500 DETENTION – VEHICLES WITH POWER UNITS (continued)

Section 4 – Charges

1. When the loading or unloading is delayed, the charge per vehicle for each 30 minutes (or fraction thereof) beyond free time will be (see Appendix A).
2. The amount due the carrier under the provisions of this rule shall be assessed against the consignor in the case of loading and against the consignee in the case of unloading, irrespective of whether the line-haul charges are prepaid or collect. In the case of import shipments, the consignee will be responsible for the charges; and in the case of export shipments, the consignor will be responsible for the charges.

ITEM 501 DETENTION – VEHICLES WITHOUT POWER UNITS

This item applies when carrier's vehicle without power unit is delayed or detained either on the premises of consignor or consignee, or as close thereto as conditions will permit, subject to the following:

Section 1 – General Provisions

Loading or unloading will be performed by consignor, consignee, or other party designated by them. When carrier employee assists in loading or unloading or checking the freight, detention charges governing vehicles with power units will apply. When spotted for loading, the bill of lading must show *Shipper Load and Count*.

Section 2 – Computation of Time

- A. Commencement of spotting and free time
 1. Spotted trailers will be allowed 24 consecutive hours of free time for loading or unloading. When trailers are spotted for unloading, such time shall commence at the time of placement of the trailer at the site designated by consignee. When trailers are spotted for loading, such time shall commence when the trailer is spotted at the site designated by the consignor.
 2. When trailer is both unloaded and reloaded, each transaction will be treated independently of the other.
- B. Termination of spotting and notification
 1. Consignor or consignee shall notify carrier when loading or unloading has been completed and trailer is available for pickup. The trailer will be deemed spotted and detention charges will accrue until such time as carrier receives notification. Notification by telephone, facsimile, or mail shall be given. If notification is by telephone, carrier may require written confirmation.

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| For explanation of abbreviations or reference marks not explained on this page see Item 110 |
|---------------------------------------------------------------------------------------------|

| | |
|----------------------|-------------------------|
| Issued: May 17, 2004 | Effective: May 17, 2004 |
|----------------------|-------------------------|

Issued by:
Secured Air Freight Express
4330 Santa Fe Road, San Luis Obispo, CA 93401

Secured Air Freight Express
Air Freight Rules Tariff

ITEM 501 DETENTION – VEHICLES WITHOUT POWER UNITS (continued)

Section 3 – Charges

After the expiration of free time as provided in Section 2 (A) of this item, charges for detaining a trailer will be assessed as follows:

1. For each of the first and second 24 hour periods (or fraction thereof) (Saturdays, Sundays, and holidays excepted), the charge is (see Appendix A).
2. For each of the third and fourth 24 periods (or fraction thereof) (Saturdays, Sundays, and holidays excepted), the charge is (see Appendix A).
3. For the fifth and each succeeding 24 hour period (or fraction thereof) (Saturdays, Sundays, and holidays excepted), the charge is (see Appendix A).

The amounts due the carrier under the provisions of this rule shall be assessed against the consignor in the case of loading and against the consignee in the case of unloading, irrespective of whether the line-haul charges are prepaid or collect. In the case of import shipments, the consignee will be responsible for the charges. In the case of export shipments, the consignor will be responsible for the charges.

ITEM 510 DISTRIBUTION SERVICE

- A. Upon receipt of written instructions to provide distribution service and when a manifest giving the proper breakdown of the shipment and individual listing the goods to be delivered to each address is received by Secured Air Freight Express from the consignor or the consignee, or if there is one or more than one consignee, from the consignor, not later than the time of receipt by Secured Air Freight Express of the shipment, Secured Air Freight Express will accept a shipment from one consignor at one time at one address, receipted for in one lot, and will segregate the parts of the shipment at its destination, where Secured Air Freight Express will deliver all of the parts to the consignee or consignees; provided, however, that if the parts of the shipment are not to be delivered to more than one consignee, the shipment must be prepaid.
- B. Secured Air Freight Express will not perform distribution service in connection with any shipment, which is accorded assembly service.
- C. The service charge for distributing parts of a shipment will be (see Appendix A) per part. Subject to a minimum charge of (see Appendix A) per shipment.
- D. A part of a shipment, for the purpose of this rule, shall consist of one package, piece or bundle, or two or more packages, pieces or bundles delivered by Secured Air Freight Express as a group or unit. A shipper may include as part of a distribution shipment any packages, pieces or bundles consigned to the post office department or any air or surface carrier at the destination of the distribution shipment for the purpose of carriage beyond such destination, provided the shipper shall designate to Secured Air Freight Express each foreign destined part, if any, of such shipment.
- E. Delivery service will be provided for parts of shipment, subject to applicable rates and charges applied individually to each part.

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| For explanation of abbreviations or reference marks not explained on this page see Item 110 |
|---------------------------------------------------------------------------------------------|

| | |
|----------------------|-------------------------|
| Issued: May 17, 2004 | Effective: May 17, 2004 |
|----------------------|-------------------------|

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ITEM 510 DISTRIBUTION SERVICE (continued)

F. No part of any distribution shipment may be forwarded C.O.D.

ITEM 515 EQUIPMENT—FORKLIFT SERVICE

1. On any shipment that requires forklift service for the handling at loading or unloading site (other than at carrier's terminal), the carrier will endeavor to arrange for the furnishing of such forklift equipment and will charge (see Appendix A) per hour (or fraction thereof) for each forklift used.
2. Charges shall be computed from the time the forklift equipment is put into actual use in loading or unloading, as the case may be, and shall run until use of the forklift equipment is terminated.
3. Charges accruing under the provisions of this item must be prepaid or guaranteed to the satisfaction of the carrier.

ITEM 520 EQUIPMENT—POWER LIFT GATE SERVICE

When, upon the request of the consignor or consignee, pickup or delivery service is performed with the use of a hydraulic lift gate, the following rates and charges shall be assessed in addition to all other lawfully applicable rates and charges:

1. When Secured Air Freight Express or its agents or interlines has the equipment to provide the service, the charge will be (see Appendix A).
2. When Secured Air Freight Express or its agents or interlines does not have this equipment available at the point where the service is requested, they will (at their option) endeavor to obtain the use of such equipment by rental or from an outside source at a fair and equitable charge and such charge shall be passed through per (3) below.
3. The charges for this service shall be paid by the party for whom the service is performed or must be guaranteed by the shipper.
4. Carrier is not obligated to perform such service where suitable vehicles equipped with lift gate devices are not available and it shall become incumbent upon the consignee to provide the necessary equipment or accessories to effect delivery. Service will only be rendered at locations that are safe and accessible to the vehicle.

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| For explanation of abbreviations or reference marks not explained on this page see Item 110 |
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| Issued: May 17, 2004 | Effective: May 17, 2004 |
|----------------------|-------------------------|

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Air Freight Rules Tariff

ITEM 560 EXTRA LABOR

Section 1 - Extra Labor:

When requested by the consignor or consignee, extra labor will be furnished by the carrier for loading or unloading. At each location where extra labor is used, the following charges and provisions will apply:

| | <u>PER MAN PER HOUR OR FRACTION THEREOF</u> | <u>MINIMUM CHARGE PER MAN PER DAY</u> |
|-------------------------------------------------------------------------|-------------------------------------------------|-------------------------------------------|
| Monday – Friday During business hours - up to 8 hours | See Appendix A. | See Appendix A. |
| Saturday – Sunday – Holidays After business hours or over 8 hours | See Appendix A. | See Appendix A. |

Section 2 - Additional Help:

- 1) Additional help will be required for loading or unloading shipments, as the case may be:
 - a) When, because of size, weight or other nature of the commodity, public laws or regulations require the service of flagmen, or
 - b) When an article or articles in a single container or shipping form:
 1. Weighs 500 pounds or more, or
 2. Exceeds 8 feet in the greatest dimension (See Exception), or
 3. Exceeds 4 feet in both greatest and intermediate dimension (See Exception), or
 4. Weighs 150 pounds or more, and is loaded from or unloaded to places 36 inches above or below truck bed.

Exception: Additional help is not deemed to be required if such article (or articles) weighing less than 500 pounds and:

- a) Does not exceed 22 feet in its greatest dimension and does not exceed 2 feet in any other dimension, or,
 - b) Does not exceed 10 feet in its greatest dimension and does not exceed 5 feet in its intermediate dimension and does not exceed one foot in its least dimension.
 - c) When required by shipper or consignee in connection with a pickup or delivery as the case may be.
- 2) Whenever additional help is required, as defined above, such help shall be furnished by the shipper or consignee as the case may be. If requested, carrier will undertake, on behalf of shipper or consignee, to employ additional help. The following charges for each man furnished (other than the truck driver for whom no charge will be made) shall be the same as those in Section 1 of this item.

ITEM 565 FRACTIONS

Not applicable to this service type. Handling of fractions is covered in Item 149.

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|---------------------------------------------------------------------------------------------|-------------------------|
| For explanation of abbreviations or reference marks not explained on this page see Item 110 | |
| Issued: May 17, 2004 | Effective: May 17, 2004 |

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ITEM 566 FUEL SURCHARGE

Unless otherwise specifically provided, a fuel surcharge of (see Appendix A) shall apply on all line haul charges.

Application:

1. The fuel surcharge level will typically be adjusted weekly based on the U.S. National Average Fuel Index. The National Average Fuel Index is published by the Energy Information Administration of the U.S. Department of Energy and is available by telephone at 1-202-586-6966 or on the Internet at www.eia.doe.gov.
2. In applying the surcharge, first determine the freight charges that would otherwise be applicable without the effect of the surcharge, including the effect of the alternation process and any applicable discount or reduction. Once determined, the charge will then be subject to increase by the amount of the surcharge. The surcharge will be shown as a separate line entry on the freight bill.
3. Freight charges for line haul transportation shall include line haul, ocean, pickup and delivery charges such as but not limited to, minimum charges, charges calculated from class or exception rates, density minimum charges, absolute minimum charges, minimum truckload charges, exclusive use minimum charges, capacity load minimum charges, per vehicle charges and per pup charges. Except as otherwise provided the increase will not apply to charges for special services. Where a through rate is constructed by combining two or more factors, the surcharge shall be applied to the resulting total charges.

ITEM 567 HANDLING FREIGHT NOT ADJACENT TO VEHICLE/INSIDE DELIVERY

When requested by consignor or consignee, and carrier's operating conditions permit, the carrier may move shipments or portions of shipments from or to positions beyond the immediately adjacent loading or unloading positions defined in Item 750 herein.

1. Service under this item will be provided to floors above or below the level accessible to carrier's vehicle only when elevator or escalator service is available, and, when necessary, the labor to operate same is provided without cost to the carrier.
2. Service provided under this item will be assessed a charge of (see Appendix A) per 100 pounds (or fraction thereof), subject to a minimum charge of (see Appendix A) per shipment. For beyond service areas, the charge will be (see Appendix A) per 100 pounds, subject to a minimum charge of (see Appendix A) per shipment.
3. The charges provided in this item will include residential delivery (see Note) where applicable and will be in addition to all other lawful charges. Unless the bill of lading is specifically endorsed to show prepayment of these charges, they will be collected from the party requesting such service.

Note – *Residential* shall include a private residence, apartment, camp (other than military), church, country club, estate, farm, ranch, rectory, or school.

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|---------------------------------------------------------------------------------------------|
| For explanation of abbreviations or reference marks not explained on this page see Item 110 |
|---------------------------------------------------------------------------------------------|

| | |
|----------------------|-------------------------|
| Issued: May 17, 2004 | Effective: May 17, 2004 |
|----------------------|-------------------------|

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ITEM 568 HOTEL AND MOTEL SERVICE

Pickup or delivery service will be provided to hotels and motels for an additional charge of (see Appendix A) per shipment

ITEM 570 IMPRACTICABLE OPERATIONS

Pickup or delivery service will not be performed by the carrier at any site from or to which it is impracticable to operate vehicles because of:

1. The condition of roads, streets, driveways, alleys, or approaches thereto.
2. Inadequate loading or unloading facilities.
3. Riots, acts of God, the public enemy, the authority of law, the existence of violence, or such possible disturbances as tending to create reasonable apprehension of danger to persons or property.

ITEM 572 INTERNATIONAL ACCESSORIAL CHARGES

A. Certificate of Origin

Charge for completing and processing the document identifying the contents of the shipment and their country of origin. The Certificate of Origin is required by customs of some importing countries for application of any special preferential tariff rates or discounts and therefore, must usually be certified by the local U. S. Chamber of Commerce, Local U. S. Chamber.

The charge for this service is (see Appendix A).

B. Shippers Export Declaration (SED)

Charge for preparing the Shipper's Export Declaration (SED) Form (7525-V). The SED Form is required to show authorization to export any one of the following:

1. Any shipment in excess of \$1,000.00 value.
2. Any shipment of a restricted commodity listed on the commodity control list, regardless of value.
3. Any shipment destined to certain countries.

The charge for this service is (see Appendix A).

C. Sight Draft

Charge for preparing a Sight, Date or Time Draft (payment instrument) and for distributing documents when a Letter of Credit is not involved.

The charge for this service is (see Appendix A).

D. Consular Invoice and Processing

Charge for the preparation and processing of destination Customs documents that must be visaed by the U.S. Resident Consulate of the country of importation prior to shipment of the freight. The Consular Invoice must contain the same information as the Commercial Invoice and generally must be in the language of the destination country.

The charge for this service is (see Appendix A).

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|---------------------------------------------------------------------------------------------|
| For explanation of abbreviations or reference marks not explained on this page see Item 110 |
|---------------------------------------------------------------------------------------------|

| | |
|----------------------|-------------------------|
| Issued: May 17, 2004 | Effective: May 17, 2004 |
|----------------------|-------------------------|

Issued by:

Secured Air Freight Express
4330 Santa Fe Road, San Luis Obispo, CA 93401

ITEM 572 **INTERNATIONAL ACCESSORIAL CHARGES** (continued)**E. Insurance Certificate**

Insurance certification is only offered for international shipments.

Charges for issuing the insurance certificate necessary when the seller provides cargo insurance. The certificate is completed by Secured Air Freight Express and is transmitted with other shipping and customs documents.

The charge for this service is (see Appendix A) plus the cost of insurance.

F. Registration of Export Shipment

Charge for preparing the Certificate of Registration, and arranging for the inspection of the freight by the U.S. Department of Customs. Form 4455 is generally required for freight that is being exported for alteration, repair or other processing and will be imported back into the United States.

The charge for this service is (see Appendix A).

G. Restricted Article Shipments

Restricted Article Shipments and application of charges is defined in Item 396.

H. Telex/Cable Advice

The fee charged for the transmittal of a telex or cable on behalf of the shipper/consignee.

The charge for this service is (see Appendix A).

I. Terminal Service Fee (TSF) Consolidation

Charges for preparing HAWB for export. HAWB is required for all international shipments, and it is used as a legal document for shipper and consignee.

The charge for this service is (see Appendix A).

J. Terminal Service Fee (TSF) I.A.T.A.

Charges for preparing airline's I.A.T.A. airbill or bill of lading, to be used as a legal document for banking, shipper's receipt and consignee's delivery order.

The charge for this service is (see Appendix A).

K. Pro-Forma Commercial Invoice

If a shipper does not supply a Commercial Invoice with his shipment, this form is prepared by Secured Air Freight Express. This form is required by customs in foreign countries for clearing.

The charge for this service is (see Appendix A).

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|---------------------------------------------------------------------------------------------|
| For explanation of abbreviations or reference marks not explained on this page see Item 110 |
| Issued: May 17, 2004 Effective: May 17, 2004 |

Issued by:

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4330 Santa Fe Road, San Luis Obispo, CA 93401

ITEM 572 INTERNATIONAL ACCESSORIAL CHARGES (continued)

L. Free Domicile Fee

If a shipper wants to make a shipment to consignee overseas, and wants to pay all charges (customs clearing, delivery and handling).

The charge for this service is (see Appendix A) plus all overseas charges that will be billed from our overseas agents.

NOTE: Depending on the shipper's volume, these charges are negotiable.

ITEM 575 LIABILITIES NOT ASSUMED

1. Secured Air Freight Express shall not be liable for any loss, damage, delay, mis-delivery or other result whether or not caused by its own negligence.
2. Without limiting the generality of paragraph (1) of this rule, American West shall not be liable for any loss, damage, delay, mis-delivery or other result caused by:
 - a. The act, default or omission of the consignee, shipper or any other party claiming an interest in the shipment.
 - b. Acts of God, perils of the air, public enemies, public authorities acting with actual or apparent authority on the premises, authority of law, quarantine, riots, strikes, civil commotions, or hazards incident to a state of war.
 - c. The nature of the shipment or defect or inherent vice therein.
 - d. Improper or insufficient packing securing or addressing or any other violation of the terms contained herein.
 - e. Acts or omissions of any person other than Secured Air Freight Express including compliance with delivery instructions from the shipper or consignee.
 - f. Compliance with laws, government regulations, orders or requirements, or from any cause beyond Secured Air Freight Express' control
3. Secured Air Freight Express shall not be liable in any event for any special or consequential damages (including but not limited to loss of profits or income, loss of a contract, loss of sale, or loss of business) arising from transportation subject to tariffs governed by these rules, whether or not Secured Air Freight Express had knowledge that such damage might be incurred.
4. Secured Air Freight Express shall not be liable for loss of money bullion, bonds, coupons, jewelry, precious stones, valuable papers or other articles of extraordinary value when shipped as personal effects used not for resale.
5. Secured Air Freight Express shall not be liable for loss or damage caused by or to liquids, fragile or perishable articles enclosed in or shipped as personal effects, used, not for resale.
6. When requested by shipper that Secured Air Freight Express retain the services of an outside packing firm, forwarder shall not be liable for any damages sustained as a result of improper or poor packaging. It will be the sole responsibility of the owner of equipment to subrogate such claims with packaging firm.

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|---------------------------------------------------------------------------------------------|
| For explanation of abbreviations or reference marks not explained on this page see Item 110 |
|---------------------------------------------------------------------------------------------|

| | |
|----------------------|-------------------------|
| Issued: May 17, 2004 | Effective: May 17, 2004 |
|----------------------|-------------------------|

Issued by:

Secured Air Freight Express
4330 Santa Fe Road, San Luis Obispo, CA 93401

Secured Air Freight Express

ITEM 575 LIABILITIES NOT ASSUMED (continued)

- 7. Secured Air Freight Express shall not be liable for shortages or damages of articles loaded and sealed in containers by the shipper, provided the seal is unbroken at the time of delivery and the container retains its basic integrity.
- 8. Consignee acceptance of a sealed container shall be prima facie evidence that the seal(s) and container are intact and that no loss of the contents occurred while in Secured Air Freight Express' possession.
- 9. Receipt of the shipment by the consignee without a notation on the airbill or bill of lading of loss, damage, or delay shall be prima facie evidence that the same has been delivered in good condition and in accordance with the airbill or bill of lading.

ITEM 577 LIMITATION OF ACTIONS

- A. In the case of shipments destined to points in the United States and Puerto Rico, Secured Air Freight Express shall not be liable in any action brought to enforce a claim unless the applicable provisions of Item 407 have been complied with and unless such action is brought within ninety (90) days after the date written notice is given to the claimant that Secured Air Freight Express has disallowed the claim in whole or in part.
- B. In the case of shipments destined to points in Canada, the right to damages shall be extinguished if an action is not brought within ninety (90) days from the date of arrival of the shipment at destination or from the date on which the shipment should have arrived or from the date on which the carriage stopped.

ITEM 579 LIMIT OF LIABILITY

In consideration of Secured Air Freight Express' rate for the transportation of any shipment, which rate, in part, is dependent upon the value of the shipment, as determined below and in the case of a declared value in conjunction with Item 390 (See Note 1 below) the shipper and all other parties having an interest in the shipment agree that the value of the shipment shall be determined in accordance with the provisions stated below and Item 390 where applicable and that the total liability of Secured Air Freight Express shall in no event exceed: (Subject to Note 4 below).

- 1. For shipments or pieces not having value:
 - A. \$0.50 per pound multiplied by the number of pounds (or fraction thereof) of each piece(s) of the shipment which may have been lost, damaged or destroyed (but not less than \$50.00 per shipment), or the actual value of such piece(s), whichever is less, plus the amount of any transportation charges relating to such shipment or piece for which Secured Air Freight Express may be liable, or
 - B. The amount of any damages actually sustained whichever is the least.

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|---------------------------------------------------------------------------------------------|-------------------------|
| For explanation of abbreviations or reference marks not explained on this page see Item 110 | |
| Issued: May 17, 2004 | Effective: May 17, 2004 |

Issued by:
Secured Air Freight Express
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ITEM 579 **LIMIT OF LIABILITY** (continued)

2. For a piece(s) of a shipment whose value has been separately declared pursuant to Item 390 (A) (2):
 - A. The declared value of the piece(s) which may have been damaged or destroyed (but not less than \$50.00 per shipment), or the actual value of the piece, whichever is less, plus the amount of any transportation charges for which Secured Air Freight Express may be liable or
 - B. The amount of any damages actually sustained whichever is the least.
3. For shipment having a value declared on the total shipment pursuant to Item 390 (A) (1):
 - A. In the case of loss, damage or destruction of the entire shipment, the declared value of the shipment (but not less than \$50.00 per shipment) or the actual value of the shipment, whichever is less, plus the amount of any transportation charges for which Secured Air Freight Express may be liable, or
 - B. In the case of loss, damage or destruction of part of the shipment, the average declared value per pound of the shipment (see Note 2) multiplied by the number of pounds (or fraction thereof) of each piece (see Note 3) of the shipment which may have been lost, damaged, or destroyed (but not less than \$50.00 per shipment or the actual value of each piece (s), (see Note 3) whichever is less, plus the amount of transportation charges for which Secured Air Freight Express may be liable, or
 - C. The amount of any damages actually sustained whichever is the least amount.
4. The total liability of Secured Air Freight Express shall in no event exceed:
 - A. The value of the shipment as determined pursuant to Item 390, or
 - B. The actual value of the shipment at the time and place of the shipment (if such actual value is less than the declared value), or
 - C. The amount of any damages actually sustained whichever is the least.

NOTE 1: For purposes of this rule, declarations of value equivalent to or less than \$0.50 per pound will be null and void.

NOTE 2: The average declared value per pound of a shipment shall be determined by dividing the declared value of the shipment by the chargeable weight of the shipment.

Example: Declared Value: \$10,000.

Average declared value per pound equals \$10,000 divided by 1,000 pounds, or \$10.00 per pound.

Number of Pieces: 2 at 100 and 900 pounds respectively. Declared value per piece equals \$10.00 per pound times 100 and 900 pounds or \$1,000 and \$9,000 respectively.

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|---------------------------------------------------------------------------------------------|
| For explanation of abbreviations or reference marks not explained on this page see Item 110 |
| Issued: May 17, 2004 Effective: May 17, 2004 |

Issued by:

Secured Air Freight Express
4330 Santa Fe Road, San Luis Obispo, CA 93401

Secured Air Freight Express
Air Freight Rules Tariff

Tariff AEWS 103-AF

1st Revised Page: 32

ITEM 579 **LIMIT OF LIABILITY** (continued)

NOTE 3: As used in this rule, the term “piece(s)” means each piece tendered loose or as part of a containerized or palletized shipment.

NOTE 4: Secured Air Freight Express’ maximum limit of liability is as stated in Section 1A of this rule, irrespective of the mode of transportation provided by Secured Air Freight Express or the form of shipping document accepted by Secured Air Freight Express.

ITEM 580 **MARKING OR TAGGING FREIGHT—CHANGING MARKINGS OR TAGS**

According to the instructions of shipper or consignee, carrier will change or alter the markings or tags on any package or pieces of freight subject to a charge of (see Appendix A) per package or piece of freight on which the markings or tags are changed or altered, subject to a minimum charge of (see Appendix A) per shipment.

All charges accruing under the provisions of this item must either be paid by the party requesting the service or guaranteed to the satisfaction of the carrier before the service will be performed.

ITEM 610 **MINIMUM CHARGE**

Except where provisions are made in individual items or tariffs making reference hereto, the lowest charge for one shipment, for the line haul or airline movement, will be:

| <u>Service</u> | <u>Minimum Charge</u> |
|-----------------------|----------------------------------------------------------------|
| 4-5 day | See Appendix A (excluding any applicable accessorial charges). |
| 3 day | See Appendix A |
| 2 day | See Appendix A |
| 1 day | See Appendix A |
| Beyond Minimum Charge | See Appendix A |

ITEM 647 **NOTIFICATION PRIOR TO DELIVERY—DELIVERY APPOINTMENTS**

When shipments are tendered for delivery with the request that a delivery appointment be scheduled, a charge of (see Appendix A) per shipment will be assessed. Such charge will be in addition to all other lawful and legal charges.

ITEM 650 **OPERATING RIGHTS**

Not applicable to this service type.

ITEM 720 **PAYMENT OF CHARGES**

All rates, charges, and other amounts subject to this tariff are stated in United States currency and are to be paid in lawful money of the United States.

All charges applicable to a shipment are payable in cash at the time of acceptance by Secured Air Freight Express in the case of a prepaid shipment (i.e., a shipment on which the charges are to be paid by the shipper) or at the time of delivery by Secured Air Freight Express in the case of a collect shipment (i.e., a shipment on which the charges are to be paid by the consignee).

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|---------------------------------------------------------------------------------------------|
| For explanation of abbreviations or reference marks not explained on this page see Item 110 |
|---------------------------------------------------------------------------------------------|

| | |
|----------------------|-------------------------|
| Issued: May 17, 2004 | Effective: May 17, 2004 |
|----------------------|-------------------------|

Issued by:
Secured Air Freight Express
4330 Santa Fe Road, San Luis Obispo, CA 93401

Secured Air Freight Express
Air Freight Rules Tariff

Tariff AEWS 103-AF

1st Revised Page: 33

ITEM 720 PAYMENT OF CHARGES (continued)

EXCEPTION 1: Upon the receipt of the shipper or consignee and upon proof of credit standing acceptable to Secured Air Freight Express, credit will be extended for a period of fifteen (15) days from the date of billing by Secured Air Freight Express. Bills will be issued to such credit accounts within 72 hours after movement, unless the day of mailing falls on a Sunday or a legal holiday, the bill will be mailed on the first day thereafter.

ITEM 750 PICKUP OR DELIVERY SERVICE – GENERAL

(DOES NOT APPLY WHEN ITEMS 751, 752, 756 OR 757 ARE APPLICABLE).

Except as otherwise provided, rates subject to this tariff include one pickup and loading and one tender for delivery and unloading of a shipment by the carrier.

1. LOADING BY CARRIER

Freight tendered for loading shall be so situated by the consignor as to be directly accessible to the vehicle, or it shall be immediately adjacent to the vehicle. Loading includes stowing and counting of the freight in or on carrier's vehicle except where by previous arrangement with the shipper the freight is to be loaded and counted by the shipper with *shipper's load and count* noted on the bill of lading. (See Item 567 for handling freight at positions not immediately adjacent to the vehicle.)

2. UNLOADING BY CARRIER

Freight will be unloaded at the delivery site immediately adjacent to the delivery vehicle. Unloading includes counting and removal of the freight from the position in which it is transported in or on the carrier's vehicle. (See Item 567 for handling freight at positions not immediately adjacent to the vehicle).

3. RESTRICTION ON LOADING OR UNLOADING BY CARRIER

Loading or unloading service does not include assembling, packing, unpacking, dismantling, inspecting, sorting, or segregating of freight or the carrier's furnishing rigging or special loading or unloading equipment.

4. LOADING BY CONSIGNOR OR UNLOADING BY THE CONSIGNEE

The consignor or consignee may elect to waive the loading or unloading of freight by the carrier as provided in this item by performing at its own expense the loading or unloading of the shipment on or from the carrier's equipment.

5. WAIVER OF DELIVERY RECEIPT

When consignor or owner of a shipment has made written arrangements with the carrier, freight consigned to construction sites (or other places when no representatives of the consignee are available to acknowledge receipt of the shipment) will be delivered and unloaded by the carrier and left unattended at the place designated.

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| For explanation of abbreviations or reference marks not explained on this page see Item 110 |
|---------------------------------------------------------------------------------------------|

| | |
|----------------------|-------------------------|
| Issued: May 17, 2004 | Effective: May 17, 2004 |
|----------------------|-------------------------|

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ITEM 751 PICKUP OR DELIVERY SERVICE – NEW YORK, NY GARMENT AREA

Not applicable to this service type.

ITEM 752 PICKUP OR DELIVERY SERVICE – CONVENTIONS, EXHIBITIONS, FAIRS OR SHOWS

GENERAL APPLICATION

The provisions of this item apply when a shipment is to be picked up or delivered at a convention, fair or show site, or at an exhibition hall, whether temporary or permanent.

CHARGES

1. Shipments requiring pickup or delivery at a convention, exhibition, fairs or show site will be assessed an additional charge of (see Appendix A) per shipment plus waiting time if applicable.
2. All charges on shipments moving to a convention, exhibition, fair or show must be prepaid.

ITEM 754 PICKUP OR DELIVERY – SUNDAYS AND HOLIDAYS

Covered in Item 757

ITEM 755 PICKUP OR DELIVERY – SATURDAYS

Covered in Item 757

ITEM 756 PICKUP OR DELIVERY SERVICE – DELIVERY AT MINE SITES

Shipments delivered to the site of a mine shall be assessed an additional delivery charge of (see Appendix A) per 100 pounds (or fraction thereof), subject to a minimum charge of (see Appendix A).

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| For explanation of abbreviations or reference marks not explained on this page see Item 110 |
| Issued: May 17, 2004 Effective: May 17, 2004 |

Issued by:

Secured Air Freight Express
4330 Santa Fe Road, San Luis Obispo, CA 93401

Secured Air Freight Express
Air Freight Rules Tariff

ITEM 757 PICKUP OR DELIVERY SERVICE – SPECIAL

Special pickup and delivery charges will be (see Appendix A) per mile one way between the terminal and pickup or delivery point calculated by using the practical route as computed by PC Miler subject to the minimum charges shown below:

| | | |
|-------------------|-------------|----------------|
| Monday – Friday | 0800 – 1700 | See Appendix A |
| Monday – Friday | 1701 – 0759 | See Appendix A |
| Saturday | 0800 – 1200 | See Appendix A |
| Saturday | 1201 – 0759 | See Appendix A |
| Sunday & Holidays | All Hours | See Appendix A |

Exception:

Newark, NJ or New York, NY

| | | |
|-------------------|-----------|----------------|
| Saturday | All Hours | See Appendix A |
| Sunday & Holidays | All Hours | See Appendix A |

1. Delivery appointments are considered special deliveries.
2. The carrier is not obligated to furnish pickup or delivery service on Sundays or holidays.
3. Charges must be either paid by the party requesting the service or guaranteed to the satisfaction of the carrier before pickup or delivery will be made.

ITEM 765 PRECEDENCE OF RATES

1. When a rate or charge is named or restricted to apply for a specific shipper, consignee, or third party, or to or from designated facilities, such rate or charge takes precedence over all other rates or charges, whether specific or distance, that might otherwise be applicable.
 - a. The provisions of only one discount, allowance and/or exception, or FAK rating, whether named in this tariff, or any other tariff, or contract agreement, will be allowed per shipment.
 - b. If more than one discount, allowance and/or exception, or FAK rating is in effect for a particular shipment, the discount, allowance, exception or FAK rating or provision in effect for the account of the payer of the freight charges shall take precedence, providing the name of such payer is shown on the original bill of lading at the time of shipment.
 - c. If more than one discount item has been published for the same consignor, that item having the latest effective date will take precedence and be the applicable item.
2. When transportation is performed by carrier under its MC208921 contract carrier authority, the rates and other provisions contained in the written, bilateral contract for said service shall take precedence over the rates named in this tariff.

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|---------------------------------------------------------------------------------------------|-------------------------|
| For explanation of abbreviations or reference marks not explained on this page see Item 110 | |
| Issued: May 17, 2004 | Effective: May 17, 2004 |

Issued by:
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4330 Santa Fe Road, San Luis Obispo, CA 93401

ITEM 770 PREPAYMENT – EXPORT AND IMPORT SHIPMENTS

1. All charges on shipments for export transported under rates named subject to this tariff must be prepaid (including all accessorial service charges, all charges paid longshoremen, stevedores, public loaders, and riggers, and charges covering top wharfage), except where special arrangements have been made by shipper, owner, or consignee with the motor carrier to collect motor freight charges at port of export.
2. Motor carrier will not advance, collect nor be responsible for ocean charges.
3. On each shipment, the full name and address of the shipper must be clearly shown on the applicable bill of lading and carried forward on the motor carrier freight bill for proper information to the ocean carrier.

ITEM 775 PRIVATE RESIDENCE SERVICE

A private residence is defined as any house, apartment, barracks, or dormitory serving as the living quarters of the shipper or consignee. Pickup or delivery service will be provided to a private residence for an additional charge of (see Appendix A) per 100 pounds subject to a minimum of (see Appendix A). For beyond service areas, the charge will be (see Appendix A) per hundred pounds, subject to a minimum charge of (see Appendix A).

ITEM 780 PROHIBITED OR RESTRICTED ARTICLES

Covered in Items 882 and 883

ITEM 810 PROTECTIVE SERVICE

Protective service from heat or cold requiring mechanical, temperature control equipment will not be provided.

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|---------------------------------------------------------------------------------------------|-------------------------|
| For explanation of abbreviations or reference marks not explained on this page see Item 110 | |
| Issued: May 17, 2004 | Effective: May 17, 2004 |

Issued by:
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4330 Santa Fe Road, San Luis Obispo, CA 93401

ITEM 820 RECONSIGNMENT OR DIVERSION

A request for the re-consignment or diversion of a shipment will be subject to the following definitions, conditions, and charges:

A. Definitions of re-consignment or diversion:

1. For the purpose of this rule, the terms re-consignment and diversion are considered to be synonymous and the use of either will be considered to mean:
 - a. A change in the name of the consignor or consignee.
 - b. A change in the place of delivery within original destination point.
 - c. A change in destination point.
 - d. Relinquishment of a shipment at point of origin.
 - e. Refused shipment being returned to the original shipper.
2. For the purpose of this rule, the term original destination point shall be that address within a village, town, or city or other point that appears on the bill of lading at the time of shipment.

B. Conditions:

1. Request for re-consignment must be made or confirmed in writing by the party with the authority to order the re-consignment. Conditional requests are not acceptable.
2. Carrier will make a diligent effort to execute a request for a re-consignment but will not be responsible if such service is not effected.
3. All charges applicable to the shipment, whether accrued or accruing, must be prepaid by the consignor or guaranteed in writing to the satisfaction of the carrier before re-consignment will be made.
4. Only entire shipments, not portions of shipments, may be re-consigned.
5. Any remarking or retagging will be subject to Item 580.
6. Instructions for re-consignment of COD shipments will be accepted only from the consignor.
7. Shipments for export having the destination pier, dock, pier terminal, transit shed or wharf changed after carrier has received the freight will be subject to the charges provided in this item.
8. Re-consignment of collect shipments with Section 7 signed must have a written release from the shipper canceling this condition.

C. Charges

Charges for re-consignment will be (see Appendix A).

ITEM 830 REDELIVERY

When a shipment is tendered for delivery and, through no fault of the carrier such delivery cannot be accomplished, no further tender will be made except upon request. Additional tenders and final delivery will be subject to the following provisions:

1. If one or more additional tenders or final delivery of the shipment are made at consignee's place, a charge of (see Appendix A) per 100 pounds (or fraction thereof), subject to a minimum charge of (see Appendix A) and a maximum charge of (see Appendix A) per shipment or vehicle, will be made for each such tender and for final delivery.

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| For explanation of abbreviations or reference marks not explained on this page see Item 110 |
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|----------------------|-------------------------|
| Issued: May 17, 2004 | Effective: May 17, 2004 |
|----------------------|-------------------------|

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ITEM 830 REDELIVERY (continued)

2. For beyond service areas, the charge will be (see Appendix A) per 100 pounds, subject to a minimum charge of (see Appendix A) per shipment.
3. If, in lieu of final delivery at consignee's place, consignee elects to accept delivery of the shipment at carrier's premises, a charge of (see Appendix A) per 100 pounds (or fraction thereof), subject to a minimum charge of (see Appendix A) and a maximum charge of (see Appendix A) will be made.
4. All charges accruing under this rule must be paid or guaranteed by the party requesting redelivery to the satisfaction of carrier.

ITEM 860 RETURNED, UNDELIVERED SHIPMENTS

Undelivered shipments that are returned to the initial shipper will be assessed a charge (see Appendix A). If the shipment is returned before leaving origin terminal, a charge of (see Appendix A) per 100 pounds (or fraction thereof), subject to a minimum charge of (see Appendix A) and a maximum charge of (see Appendix A), will be assessed.

ITEM 870 REVERSAL CHARGE

1. A request from a shipper to reverse or change the freight bill charges from collect to prepaid basis or from prepaid to collect basis or change of payer, third party billing, etc, will require a corrected bill of lading from the shipper, providing the shipper has established credit with the carrier.
2. A charge of (see Appendix A) per request (per freight bill) will be made for this service. The charge will be assessed to the shipper requesting the change and issuing the corrected bill of lading.
3. The service provided in this item is only for reversal of the freight charges and does not include any shipper or consignee name change, change in consignee's address or destination point. These services are covered in Item 820 and will be subject to the charges provided in that item, which are in addition to the charges provided above.

ITEM 875 ROUTING AND RE-ROUTING SHIPMENTS

1. Secured Air Freight Express, exercising due diligence in order to protect all property accepted for transportation, will determine the routing of any shipments not routed by the shipper.
2. In the absence of special contrary instructions by the shippers on the airbill or bill of lading, including an instruction not to substitute any other carrier, Secured Air Freight Express may divert any shipment, in order to expedite its delivery, to surface transportation:
 - A. Where a shipment, because of its size, weight, or contents cannot be accommodated on aircraft over some portion of its routing; or
 - B. Where airlift is unavailable due to weather conditions, mechanical trouble, embargo, strike, or other emergency conditions beyond the forwarder's control; or

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| For explanation of abbreviations or reference marks not explained on this page see Item 110 | |
| Issued: May 17, 2004 | Effective: May 17, 2004 |

Issued by:

Secured Air Freight Express

4330 Santa Fe Road, San Luis Obispo, CA 93401

ITEM 875 ROUTING AND RE-ROUTING SHIPMENTS (continued)

- C. Where a shipment will be unreasonably delayed because on some portion of its' routing the volume of cargo on hand exceeds the capacity of aircraft departing within a reasonable time.

ITEM 879 SCHEDULED SERVICE

Secured Air Freight Express holds itself out continuously to provide as expeditious a service as possible considering delays, which may be caused by weather conditions, the public enemy, the authority of the law or Acts of God. However, Secured Air Freight Express is not bound to transport any shipment by any particular schedule or vehicle, or in time for any particular market or in any manner other than with reasonable dispatch.

- 1. If a shipment is received with a notation on the bill of lading requesting a specific delivery schedule or for any delivery to be made on or by a specific date, the request will be treated as a desired service goal and not a binding contractual delivery deadline.
- 2. A notation on the bill of lading demanding a specific delivery deadline will not be accepted as a change or cancellation of the Bill of Lading Contract Terms and Conditions.

ITEM 880 SEALING OF TRUCKS

Except as other wise provided, shippers and receivers of freight will not be accorded the exclusive use of carrier's vehicles. Carrier, at its option, may load and transport the freight of various shippers and receivers in the same vehicle. Carrier may remove any seals or locks applied to its vehicle by shippers, receivers or owners of the property transported for the purpose of loading and co-mingling shipments of various shippers and receivers in the same vehicle.

ITEM 881 SHIPMENT PREPARATION

- 1. **Secured Air Freight Express airbill or bill of lading and shipping documents.**
 - A. The shipper shall have the duty to prepare and present a non-negotiable Secured Air Freight Express airbill or bill of lading with each shipment tendered for transportation subject to this Tariff. If the shipper fails to present such airbill or bill of lading to Secured Air Freight Express at the time of tendering the shipment, Secured Air Freight Express may accept such shipment if accompanied by a non-negotiable shipping document. No airbill or bill of lading or other shipping documents issued or accepted by Secured Air Freight Express shall be negotiable. Each document accepted by Secured Air Freight Express in connection therewith shall be subject to Secured Air Freight Express' tariff in effect on the date of acceptance of such shipment.
 - B. The terms and conditions of Secured Air Freight Express' airbill or bill of lading shall apply at all times when the shipment is being handled and be binding upon the shipper, the consignee and Secured Air Freight Express.
 - C. Any shipment to be transported between the United States and its territorial possessions must be accompanied by the proper number of appropriate documents required by the government of the United States.
 - D. Any shipment to be transported between the United States and its possessions and a foreign country must be accompanied by the proper number of appropriate export, import and other documents required by the government of the United States, and the foreign country or countries concerned.

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| For explanation of abbreviations or reference marks not explained on this page see Item 110 |
|---------------------------------------------------------------------------------------------|

| | |
|----------------------|-------------------------|
| Issued: May 17, 2004 | Effective: May 17, 2004 |
|----------------------|-------------------------|

Issued by:
Secured Air Freight Express
4330 Santa Fe Road, San Luis Obispo, CA 93401

Secured Air Freight Express
Air Freight Rules Tariff

ITEM 881 SHIPMENT PREPARATION (continued)

E. Any Shipment transported for the United States Government shall be accompanied, in addition to the airbill or bill of lading, by Government Bill of Lading with the proper number of copies.

2. Packing and Marking Requirements

- A. Shipments must be so prepared or packed as to ensure safe transportation with ordinary care in handling.
- B. Any article susceptible to damage by ordinary handling must be adequately protected by proper packing and must be marked or bare appropriate labels.
- C. Any article susceptible to damage as a result of any condition which may be encountered in air transportation, such as high or low temperature, high or low atmospheric pressure, or sudden changes in either, must be adequately protected by proper packing and any other necessary measures.
- D. Each piece must be legibly and durably marked with the name and address of the consignor or consignee.
- E. Pieces with floor-bearing weight in excess of 100 pounds per square foot must be provided with a skid or base, which will reduce the floor bearing weight to 100 pounds or less per square foot. Such skid or base shall be included in the gross weight of the piece and must be furnished by the consignor.
- F. Each piece of a "C.O.D." shipment must be plainly marked to show that it is C.O.D., the number of pieces in the shipment, and the total amount to be collected.
- G. Containers or boxes must be of sufficient strength to permit other freight to be stacked around and on top of the container or boxes; and have a minimum top-loading capability of 75 pounds per square foot.

ITEM 882 SHIPMENTS ACCEPTABLE

Except as otherwise provided, all shipments are acceptable for transportation when the rules and regulations of this tariff and all laws, ordinances, and other governmental rules and regulations governing the transportation thereof have been complied with by the shipper and consignee.

Shipments of the following commodities will only be accepted for transportation if no value is declared on Secured Air Freight Express air bill:

- A. Audio or video recordings, original of which no other exist.
- B. Drawings, original, namely but not limited to architectural or engineering, of which no other copies exist.
- C. Industrial or synthetic diamonds.
- D. Personal effects, namely: used clothing, or articles described as personal effects, furniture or household goods, used, not for resale.
- E. Rugs, namely: Oriental or Indian.
- F. Shipments of prototype material, models or one of a kind items.

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| For explanation of abbreviations or reference marks not explained on this page see Item 110 |
|---------------------------------------------------------------------------------------------|

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|----------------------|-------------------------|
| Issued: May 17, 2004 | Effective: May 17, 2004 |
|----------------------|-------------------------|

Issued by:
Secured Air Freight Express
4330 Santa Fe Road, San Luis Obispo, CA 93401

Secured Air Freight Express
Air Freight Rules Tariff

Tariff AEWS 103-AF

1st Revised Page: 41

ITEM 883 SHIPMENTS NOT ACCEPTABLE

Shipments of the following commodities will not be accepted under any circumstances for transportation:

- A. Furs or fur clothing.
- B. Human remains (including cremated remains).
- C. Live animals, other than lobsters and those animals destined to or originating at medical laboratories, birds, fish, reptiles, or insects.
- D. Horses or cattle stalls.
- E. Valuable articles, namely:
 - Antiques.
 - Archeological artifacts.
 - Artworks or objects of art, including but not limited to; paintings, sculptures or tapestries.
 - Bank bills
 - Coin collections.
 - Copper, Gold or Silver coins
 - Currency
 - Deeds
 - Drafts
 - Gold Bullion, alloys, cyanides, dust, sulfides or other uncoined gold
 - Jewelry, other than costume or novelty.
 - Letters with or without stamp affixed.
 - Manuscripts, original of which no other copies exist.
 - Microfilm, microfiche, or magnetic tapes or disks, original of which no other copies exist.
 - Museum exhibitions or articles of antiquity
 - Negotiable securities.
 - Notes
 - Original works of art
 - Paper currency.
 - Pearls.
 - Platinum.
 - Precious stones (cut or uncut).
 - Postage stamps
 - Revenue stamps
 - Silver Bullion, alloys concentrates, cyanides precipitate sulfides or other uncoined Silver.
 - Stamps or coupons having exchange value of any kind.
 - Stamp collections
 - Valuable collections or collectors items
 - Valuable papers of any kind
- F. Shipments not acceptable under the terms of the Official Air Transport Restricted Articles Tariff No. 6-D, C.A.B. No. 82, airline tariff publishers, company, agent or subsequent revisions and reissues thereof.
- G. Shipments whose carriage is prohibited by law.
- H. Shipments that would be likely to cause damage to other shipments, crew or passengers.
- I. Shipments that require Secured Air Freight Express to obtain a Federal, State or local license for their transportation.
- J. Shipments improperly packed or packaged.

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| For explanation of abbreviations or reference marks not explained on this page see Item 110 |
|---------------------------------------------------------------------------------------------|

| | |
|----------------------|-------------------------|
| Issued: May 17, 2004 | Effective: May 17, 2004 |
|----------------------|-------------------------|

Issued by:

Secured Air Freight Express
4330 Santa Fe Road, San Luis Obispo, CA 93401

Secured Air Freight Express
Air Freight Rules Tariff

ITEM 883 SHIPMENTS NOT ACCEPTABLE (continued)

- K. Shipments of such an inherent nature of defect that transportation could not be furnished by Secured Air Freight Express without loss or damage to the shipment or its' contents.
- L. Shipments not accompanied by proper documentation and necessary information as required by a convention, statute or tariff applicable to such shipment.

For the purpose of ensuring compliance with this rule, all shipments are subject to inspection by Secured Air Freight Express.

ITEM 884 SHIPPER AND CONSIGNEE LIABILITY

The shipper, consignee or party responsible for payment of charges shall be liable, jointly and severally, to pay or indemnify Secured Air Freight Express for all claims, fines, penalties, damages, cost or other sums which may be penalties, damages, cost or other sums which may be incurred, suffered or disbursed by Secured Air Freight Express by reason of any violation of any rules contained in applicable tariffs of any other default of the shipper or such other parties with respect to a shipment. Secured Air Freight Express shall have a lien on the shipment for all sums due and payable to Secured Air Freight Express. Failure to pay billed charges may result in a lien on future shipments, including the cost of storage and appropriate security for the subsequent shipment(s) held, pursuant to California civil code section 3051.5. In the event of non-payment, Secured Air Freight Express shall hold the shipment subject to storage as provided under Item 910 and dispose of the shipment at public sale, paying itself out of the proceeds of such sale all sums due and payable, including storage charges. No sale or disposal pursuant to this rule shall discharge liability to any greater extent than the proceeds thereof less selling expense, if any, and the shipper plus all other parties claiming an interest in the shipment shall remain jointly and severally liable for any deficiency.

ITEM 885 SIGNATURE SERVICE

- A. When requested by the shipper, Secured Air Freight Express will handle shipments under person-to-person signature service from the time of acceptance from shipper at origin to the time of delivery to consignee at destination.
- B. Person-to-person signature service shall mean that each employee of Secured Air Freight Express shall execute a signed receipt upon accepting custody of the shipment to another employee of Secured Air Freight Express, to an employee of the direct air carriers or to the consignee, except that no receipt will be secured from the flight crew or attendants of direct carrier's aircraft on which shipments are being transported.
- C. Airbills or bills of lading presented to Secured Air Freight Express must have the statement "signature service requested" entered by the shipper.

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| For explanation of abbreviations or reference marks not explained on this page see Item 110 |
|---------------------------------------------------------------------------------------------|

| | |
|----------------------|-------------------------|
| Issued: May 17, 2004 | Effective: May 17, 2004 |
|----------------------|-------------------------|

Issued by:
Secured Air Freight Express
4330 Santa Fe Road, San Luis Obispo, CA 93401

Secured Air Freight Express
Air Freight Rules Tariff

ITEM 887 SORTING OR SEGREGATING (SEE NOTE)

1. Subject to the provisions of paragraphs (3) and (6) below, when carrier is requested to sort or segregate a shipment consisting of boxes, cartons, drums or other shipping containers, the following charges will apply in addition to all other lawful charges:
 - a. Average weight of each shipping container Charges in cents per each piece handled

| | |
|--------------------------------|----------------|
| Not over 10 lbs. | See Appendix A |
| Over 10 lbs., not over 30 lbs. | See Appendix A |
| Over 30 lbs., not over 50 lbs. | See Appendix A |
| 50 lbs. Or over | See Appendix A |
 - b. Minimum charge per shipment: See Appendix A
 - c. Maximum charge per shipment per vehicle used: See Appendix A
2. All charges provided in this item must be paid or guaranteed to the satisfaction of the carrier before such service is performed and the shipment is released.
3. Nothing in this item requires the carrier to provide the service described herein.
4. Each container (carton, package, pail, barrel, drum, etc.) that is handled by the carrier's employee in performing this service will be considered a separate piece. The average weight of each container will be determined by dividing the total weight of the shipment by the total number of pieces, as defined in the preceding sentence.
5. The carrier will provide one employee for delivery of the shipments described herein.
6. Shipments of nine or less shipping containers when each container weighs less than 50 pounds will be delivered in a segregated or sorted condition at the request of the consignee without additional charge.

Note: Sorting and/or segregating are deemed to mean the separation of the freight by shipping container weight, size or other specific shipping container units, or by purchase order number, markings on the container or by brand names.

ITEM 910 STORAGE

Freight held in carrier's possession by reason of any act or commission of the consignor, consignee or owner (through no fault of the carrier) will be considered stored immediately and will be subject to the following:

1. Storage charges on freight awaiting line-haul transportation will begin at 7:00 a.m. the day after the freight is received by the carrier.
2. Storage charges on undelivered freight will begin at 7:00 a.m. the first day after notice of arrival has been given. Storage charges will be charged for each succeeding calendar day, including Saturday, Sunday and holidays, except no charges under this item will be made when actual tender of delivery is made within 24 hours after such notice of arrival has been given.

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|---------------------------------------------------------------------------------------------|-------------------------|
| For explanation of abbreviations or reference marks not explained on this page see Item 110 | |
| Issued: May 17, 2004 | Effective: May 17, 2004 |

Issued by:
Secured Air Freight Express
4330 Santa Fe Road, San Luis Obispo, CA 93401

ITEM 910 STORAGE (continued)

3. Storage charges on freight will be as follows:
 - a. Charges

| | | |
|-------------------------------------------------|----------------|--|
| For each of the first three (3) days | See Appendix A | |
| For each of the fourth (4) thru sixth (6) days | See Appendix A | |
| For the seventh (7) day and each succeeding day | See Appendix A | |
 - b. Minimums

| | | |
|-------------------------------------|----------------|--|
| Minimum storage charge per day | See Appendix A | |
| Minimum storage charge per shipment | See Appendix A | |
 - a. Maximum Charges per Shipment

| | | |
|------------------------------------------------------------------|----------------|--|
| For the first 24 hours (or fraction thereof) | See Appendix A | |
| For the second 24 hours (or fraction thereof) | See Appendix A | |
| For the third and each succeeding 24 hours (or fraction thereof) | See Appendix A | |
4. Storage charges under this item will end when carrier is enabled to deliver or transport the freight as a result of action by consignor, consignee or owner.
5. Storage charges under this item will not apply and carrier's responsibility ends on the day carrier places the freight in a public warehouse. A charge of (see Appendix A) per 100 pounds (or fraction thereof), subject to a minimum charge of (see Appendix A) and a maximum charge of (see Appendix A) per shipment or per vehicle, will be assessed when carrier places the freight in a public warehouse. Carrier will not assume any responsibility for storage charges assessed by such public warehouse.

ITEM 950 TERMINAL CHARGES AT PORT

Except as otherwise specifically provided, shipments delivered to or picked up at wharves or piers are subject to a terminal service charge of (see Appendix A) per 100 pounds (or fraction thereof), minimum charge of (see Appendix A) per shipment, in addition to all other applicable charges.

ITEM 985 VEHICLE FURNISHED BUT NOT USED

When carrier upon receipt of a request to pickup shipment has dispatched a vehicle for such purpose and due to no disability, fault or negligence on the part of the carrier, said vehicle is not used, a charge of (see Appendix A) will be assessed against the consignor making such request.

ITEM 992 WEIGHT VERIFICATION

Carrier will verify the weight of any shipment upon request by either the consignor or consignee. Such verification will only be made while shipment is in custody of the carrier. If the difference between the billed weight and the actual weight is less than five percent, a charge of (see Appendix A) per shipment or per vehicle will be made for furnishing such verification. This charge is to be paid by the party requesting the service.

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|---------------------------------------------------------------------------------------------|-------------------------|
| For explanation of abbreviations or reference marks not explained on this page see Item 110 | |
| Issued: May 17, 2004 | Effective: May 17, 2004 |

Issued by:
Secured Air Freight Express
4330 Santa Fe Road, San Luis Obispo, CA 93401

Secured Air Freight Express

APPENDIX A – ACCESSORIAL CHARGES

| Item # | Accessorial | Charge | Min | Max |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|-----|
| I-130 | Advancement of Charges | 1% of amount advanced per shipment | \$3.00 | |
| I-350 | Assembly Service | \$.50 per part | \$1.00 per shipment | |
| I-355 | Beyond Pickup and Delivery Services | \$.20 per lb | \$25.00 | |
| I-360 | Extras included with invoice: 1. Freight Bills: 2. Statements: 3. Copies of forms: 4. Information added to freight bill: 5. POD: | \$3.75 per document \$.33 per line of itemization \$3.75 per form \$3.75 per shipment \$3.75 per copy | \$3.75/page | |
| I-364 | Order Bills | \$25.00 | | |
| I-390 | Declared Value Charge | \$0.50 per \$100.00 declared | \$10.00 | |
| I-392 | Oversize/Dim Rule (194 Dim Rule) | Surcharge of 160% of applicable tariff will apply | | |
| I-396 | Charges for Restricted Articles | \$75.00 per airbill or bill of lading. | | |
| I-430 | COD Fee - Increasing, reducing, canceling COD amount or changing the payment type: | 1.5% of actual COD amount \$21.00 | \$20.00 | |
| I-450 | Constant Surveillance | \$95.00 per shipment | | |
| I-500 | Waiting Time Charge: First 30 minutes free | \$25.00 per 30 minutes (or fraction thereof) beyond free time. | | |
| I-501 | Detention-Vehicles without Power Units: 1 st – 2 nd 24 hour period: 3 rd – 4 th 24 hour period: 5 th – each succeeding 24 hour period: | \$35.00 \$50.00 \$70.00 | | |
| I-510 | Distribution: | \$.50 per part | \$1.00 per shipment | |
| I-515 | Forklift: | \$25.00 per hour (or fraction thereof) | | |
| I-520 | Liftgate: | \$50.00 flat rate per shipment | | |
| I-560 | Extra Person: Mon – Fri (during business hours, up to 8 hours): Sat, Sun, Holiday, After business hours or over 8 hours: | \$35.00 per hour (or fraction thereof), per man. \$45.00 per hour (or fraction thereof), per man. | \$35.00 \$165.00 | |
| I-566 | Fuel Surcharge | WHEN THE U.S. NATIONAL AVERAGE FUEL INDEX IS: (Percent of Net Charges) 104 cents 0.50% 218 cents 13.70% 105 cents 0.60% 219 cents 13.80% 106 cents 0.80% 220 cents 13.90% 107 cents 0.90% 221 cents 14.00% 108 cents 1.10% 222 cents 14.10% 110 cents 1.20% 223 cents 14.20% 111 cents 1.40% 224 cents 14.30% 112 cents 1.50% 225 cents 14.40% 113 cents 1.70% 226 cents 14.50% 114 cents 1.80% 227 cents 14.60% 115 cents 2.00% 228 cents 14.70% | | |

For explanation of abbreviations or reference marks not explained on this page see Item 110

Issued: May 17, 2004

Effective: May 17, 2004

Issued by:
Secured Air Freight Express
4330 Santa Fe Road, San Luis Obispo, CA 93401

Secured Air Freight Express

Tariff AEWS 103-AF

Air Freight Rules Tariff

1st Revised Page: 46

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For explanation of abbreviations or reference marks not explained on this page see Item 110

Issued: May 17, 2004

Effective: May 17, 2004

Issued by:

Secured Air Freight Express
 4330 Santa Fe Road, San Luis Obispo, CA 93401

Secured Air Freight Express

Tariff AEWS 103-AF

Air Freight Rules Tariff

1st Revised Page: 47

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| I-567 | Inside Pickup and Delivery Charge Beyond Service Area: | \$.045 per lb. \$.20 per lb. | \$15.00 \$25.00 | |
| I-568 | Hotel/Motel Service | \$25.00 per shipment | | |

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| Issued: May 17, 2004 Effective: May 17, 2004 |

Issued by:
 Secured Air Freight Express
 4330 Santa Fe Road, San Luis Obispo, CA 93401

Secured Air Freight Express

APPENDIX A – ACCESSORIAL CHARGES (continued)

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| I-572 | International Accessorial Charges: Certificate of Origin: Shipper's Export Declaration (SED): Sight Draft: Consular Invoice and Processing: Insurance Certificate: Registration of Export Shipment: Telex/Cable Advice: Terminal Service Fee (TSF) Consolidation: Terminal Service Fee (TSF) I.A.T.A.: Pro-Forma Commercial Invoice: Free Domicile Fee: | \$10.00 \$5.00 \$5.00 Cost (including messenger service) \$7.50 \$25.00 \$10.00 \$10.00 \$15.00 \$5.00 \$25.00 (plus all charges from overseas agents) | | |
| I-580 | Marking or Tagging Freight | \$1.00 per package | \$20.00/shipment | |
| I-610 | Minimum Charge: 4-5 day: 3 day: 2 day: 1 day: Beyond Minimum Charge: | \$85.00 \$90.00 \$95.00 \$110.00 \$20.00 | | |
| I-647 | Notification Prior to Delivery /Appt. | \$10.00 | | |
| I-751 | Pickup or Delivery NY Garment Area | \$.045 per lb. | \$26.25/shipment | |
| I-752 | Convention/Mart/Port Service | \$50.00 per shipment (plus waiting time if applicable) | | |
| I-756 | Pickup or Delivery at Mine Sites | \$.003 per lb. | \$15.00 | |
| I-757 | Special Delivery/Pickup Service/Appointment Fee Mon – Fri 0800 – 1700: Mon – Fri 1701 – 0759: Saturday 0800 – 1200: Saturday 1201 – 0759: Sunday & Holidays All Hours: Exception: Newark, NJ or New York, NY Saturday All Hours Sunday & Holidays All Hours | \$2.50 per mile | \$75.00 \$85.00 \$90.00 \$115.00 \$150.00 \$150.00 \$250.00 | |
| I-775 | Private Residence/Mall Service Beyond Service Areas | \$.10 per lb. \$.20 per lb. | \$15.00 \$25.00 | |
| I-820 | Reconsignment | Spot quote basis | | |
| I-830 | Redelivery Beyond Service Areas: Terminal Pick up: | \$.06 per lb. \$.20 per lb. \$.02 per lb. | \$12.00 \$25.00 \$20.00 | \$450 \$300 |

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| I-860 | Returned, Undelivered Shipments After leaving origin terminal: Before leaving origin terminal: | Spot quote basis \$.03 per lb. (or fraction thereof) | \$30.00 | \$325 |
| I-870 | Reversal Charge | \$7.50 per request (per freight bill) | | |
| I-887 | Sorting and Segregating L/T 10 lbs. per package: 10 – 29 lbs. per package: 30 – 49 lbs. per package: 50 lbs. or greater: Based on shipment of 10 packages or more! | \$.35 per pkg. \$.35 per pkg. \$.35 per pkg. \$.35 per pkg. | \$20.00 | \$200 |
| I-910 | Storage: Days 1 – 3 Days 4 – 6 Days 7 + If placed in public warehouse: Maximums: 1 st 24 hours (or fraction thereof): 2 nd 24 hours (or fraction thereof): 3 rd & each succeeding 24 hours: | \$.01 per lb. (or fraction thereof) \$.013 per lb. (or fraction thereof) \$.02 per lb. (or fraction thereof) \$.03 per lb. (or fraction thereof) <i>In addition to any charges assessed by public warehouse.</i> | \$10.00/day \$30.00/shipment \$25.00/shipment or vehicle | \$375 \$65 \$90 \$135 |
| I-950 | Terminal Charges at Port | \$.007 per lb. (or fraction thereof) | \$65.00 | |
| I-985 | Vehicle furnished but not used | \$50.00 | | |
| I-992 | Weight Verification | \$25.00 per shipment | | |

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