



## **General Terms & Conditions of Service**

Revised September 2025



**Bacarella Transportation Services, Inc. D/B/A BTX Global Logistics**  
**Terms and Conditions of Service**

1. **DEFINITIONS:** In these Terms and Conditions of Service, "BTX" means **Bacarella Transportation Services, Inc. d/b/a BTX Global Logistics**, its respective affiliates, employees, agents and independent contractors, and any subcontract carriers contracted by BTX to assist with transportation services. "Cartage" means the portion of surface carriage occurring before or after the transport of a Shipment aboard an aircraft. "Convention" means the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed in Warsaw on October 12, 1929, as amended. by the Hague Protocol in 1955, the Montreal Protocol 1, 2 or 4 or the Convention for the Unification of Certain Rules for International Carriage by Air, done at Montreal in 1999, whichever may be applicable to the international carriage of a Shipment. "Customer" means the party for which BTX is rendering services, the party who requested the Shipment be transported by BTX, any party having an interest in the Shipment, and any party who acts as an agent for any of the foregoing. "Shipment" means all pieces which are tendered to and are accepted by BTX identified on a single waybill, bill of lading, or warehouse receipt between origin and destination points specified on the face of the waybill. "Special Drawing Right" (SDR) is a Special Drawing Right as defined by the International Monetary Fund. "Third Party" (or "Third Parties") shall include, but not be limited to, the following: carriers, truckmen, cartmen, lightermen, freight forwarders, Indirect Air Carriers, OTIs, customs brokers, agents, warehousemen and others to which the goods are entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise.
2. **BTX OPERATING AUTHORITY:** BTX maintains the following operating authorities, any of which may be utilized in the service offerings provided by BTX: i) domestic and international air freight forwarder, providing services as a Transportation Security Administration (TSA) licensed Indirect Air Carrier (IAC #NE9401013); ii) Federal Motor Carrier Safety Administration (FMCSA) licensed Property Broker (MC461607/DOT2230954); iii) FMCSA licensed Freight Forwarder (FF4688 & FF9079); and iv) Federal Maritime Commission-licensed Ocean Transportation Intermediary (003805).
3. **AGREEMENT TO TERMS:**
  - a) All services provided by BTX are governed exclusively by these Terms and Conditions of Service, as amended from time to time at BTX's sole discretion, except for activities conducted pursuant to the following documents, if issued by BTX in connection with such activities. In such cases, the terms and conditions of the applicable document shall govern and control to the extent of any conflict with the provisions herein:
    - i. BTX's Terms and Conditions for North America Domestic Carriage;
    - ii. BTX's Terms and Conditions for North America Brokerage;
    - iii. BTX's Terms and Conditions of International Air Carriage;
    - iv. BTX's Ocean Carriage Terms and Conditions (Combined Transport Bill of Lading);
    - v. BTX Warehousing and Storage Terms and Conditions of Service;
    - vi. BTX Customs Brokerage Terms and Conditions of Service;
    - vii. Any Domestic House Bill of Lading, International House Air Waybill relating to the consolidation and carriage of goods by air, House Ocean Bill of Lading relating to the consolidation and carriage of goods by sea, or Straight Bill of Lading issued by BTX;
    - viii. BTX's warehouse receipt, provided that (A) BTX is identified as the warehouse operator on such document, and (B) the document pertains to goods stored in a warehouse owned or operated by BTX.

The terms and conditions contained in the above-listed documents shall apply to the respective services regardless of whether the Shipper receives the document before or after the commencement of services, and the Shipper hereby accepts and agrees to be bound by those terms for the services described in items (i) through (vii).



- b) These Terms and Conditions and all specific Terms and Conditions related to the various services provided by BTX are maintained and published at [www.btxglobal.com/terms-and-conditions](http://www.btxglobal.com/terms-and-conditions) and are otherwise available on request. BTX may, in its sole discretion, amend any of these Terms & Conditions from time to time in which case the modified terms and conditions will take effect as of the date they are posted on BTX's website. If Customer wishes to contract with BTX otherwise, special arrangements can be made and revised prices quoted but such arrangements shall only become applicable if made in writing and signed by a director or officer of BTX. Any attempt by Customer to otherwise alter, amend or modify these Terms & Conditions shall be null and void.
- c) Notwithstanding the foregoing, these and all other Terms & Conditions issued by BTX shall govern BTX's liability with respect to its undertaking to file or submit any information, in any format, to any government regulatory agency, organization or similar entity on Customer's behalf whether in conjunction with the activities and pursuant to the terms detailed in Paragraph 2(a)(i)-(iii), above, or whether provided as a separate service by BTX, for compensation or not.
- d) These Terms and Conditions do not apply to Customer's use of BTX's LTL Reseller Program.

#### **4. BTX AS AGENT:**

- a) BTX may act as a principal or as the agent and acts as agent except where: (i) it issues a transport document or electronic record such as a bill of lading or air waybill naming Company as the "Carrier" and otherwise evidencing its obligation to deliver goods; (ii) it issues a warehouse receipt evidencing its acceptance of goods for storage at a facility owned or operated by Company; or (iii) its direct employees are physically handling the goods in the course of any service.
- b) When acting as an agent, BTX acts solely on behalf of Customer in engaging the services of Third Parties, which such engagement may be on any terms negotiated with such Third Parties, including, but not limited to, on the usual terms and conditions on which the Third Parties offer services for the carriage, storage, packing, consolidation or handling of any goods, or for any other service in relation to them, thereby establishing a direct contract between Customer and the Third Parties, whether or not Customer is identified in such contract. Customer acknowledges that it shall be bound by the terms and conditions of the agreements made by BTX with Third Parties, which may contain limitations of liability.
- c) BTX shall be entitled to engage any other person, firm or company to perform any of its obligations hereunder. Selection of a Third Party by BTX shall not be construed as a warranty or representation by BTX that such Third Party will render services, nor does BTX assume responsibility or liability for the actions and/or inactions of such Third Parties, nor for any liability due to delay, loss or damage which occurs while goods are in the custody or control of any such Third Party or agent thereof. Customer shall not seek to impose upon any such Third Party any liability greater than that accepted by the Third Party under these conditions. All claims in connection with the acts or omissions of a Third Party shall be brought solely against such party and/or its agents; in connection with any such claim, BTX shall reasonably cooperate with Customer, which shall be liable for any charges or costs incurred by the BTX.

#### **5. OBLIGATIONS OF CUSTOMER:**

- a) Customer certifies and represents to BTX that the information inserted on shipping documents or otherwise communicated to BTX personnel for Shipments is complete and accurate in all respects, including verified Shipment weight and correct piece counts. Customer warrants that it is the owner of Shipments or is otherwise fully authorized to engage BTX for its services on behalf of the owner in accordance with these Terms & Conditions, that each package in the Shipment is properly and completely described on the shipping document(s), is properly marked and addressed, is packaged adequately to protect the enclosed goods to ensure safe transportation with ordinary care handling



and in compliance with all applicable laws and regulations, and except as noted, is in good order and condition.

- b) When cargo is tendered by Customer to BTX, or the designated Third Party, already loaded into a or on a trailer or into a container, Customer warrants that the goods are properly loaded, stowed, and secured for safe transit. The includes the responsibility for preventing any potential loss, damage, or injury to the goods or to Third Parties during transportation.
  - c) Delivery of a Shipment at destination in exchange for a clear delivery receipt shall be prima facie evidence of delivery of the entire Shipment in good order and condition.
  - d) Customer warrants that the goods do not require insulated, refrigerated, ventilated or other special storage or handling.
  - e) Customer is in compliance with all applicable laws and government rules and regulations, and has obtained any and all permits or licenses, related in any way to the transport of its goods, including, but not limited to, the U.S. Foreign Corrupt Practices Act, the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, the U.S. Anti-Boycott regulations, the various U.S. economic sanctions programs administered by the U.S. Treasury's Office of Foreign Assets Control and any applicable laws or regulations of any country to, from, through or over which goods may be carried.
6. **SHIPMENT DOCUMENTATION:** Each shipment transported under this Agreement shall be evidenced by a bill of lading ("BOL") issued by the Carrier, and in a form agreed to by the Parties, showing the kind and quantities of goods received by the Servicing Carrier at the loading points. When a Straight BOL is issued for a shipment, it shall indicate the name of the Carrier's assigned Servicing Carrier and their FMCSA assigned Motor Carrier (MC) number. In no case should a BOL issued by Customer, or their designated shipping party, list the Carrier as the Servicing Carrier. All shipments should be picked up under the Carrier's issued BOL. The BOL shall evidence receipt of the shipped goods in apparent good order and condition by the Servicing Carrier, unless such Goods are not readily observable or as may be otherwise noted on the face of such receipt or bill of lading. To the extent any term or condition of such BOL, whether expressly stated or incorporated by reference, conflicts or is inconsistent in any way with any term or condition of this Agreement, this Agreement shall govern and take precedence. Upon delivery of each shipment, the Servicing Carrier shall obtain a delivery receipt from the consignee showing the kind and quantities of goods delivered, the condition of such goods and the date and time of delivery. In no event shall Carrier be liable for any loss or damage to goods that are released by Customer, or their designated shipping party, to a Servicing Carrier whose name and MC number do not match what was listed on the BOL provided by the Carrier or was not assigned by the Carrier to receive the Cargo.
7. **RATES; RE-WEIGH/RE-MEASUREMENT:** Rates and charges for a Shipment will be based on actual or dimensional weight, whichever is greater. Dimensional weight criteria may differ depending on how a Shipment is transported. Customer shall provide weight and measurements for Shipments. Shipments are subject to re-weigh and re-measurement by BTX or Third Parties. If the weights or measurements of the Shipment as delivered are different from Customer's representations, or if pick-up or delivery time or location is changed by Customer, BTX's rates, charges and fees are subject to change.
8. **DECLARING HIGHER EXCESS VALUE:** BTX's standard rates for carriage are based on "release rates," which reflect limited liability as set forth in these Terms and Conditions and/or in the applicable service-specific Terms and Conditions. These limitations are essential to BTX's pricing structure and risk allocation. If Customer does not declare a higher value for a Shipment, Customer agrees to the applicable release rate limitation of liability. Customer may elect to increase the maximum recoverable amount for loss or damage, up to \$25,000.00 per Shipment, by submitting a written request to BTX at least seventy-two (72) hours prior to scheduled pick-up. This election does not expand BTX's scope of liability, but solely adjusts the recovery cap, subject to BTX's written confirmation and any applicable charges. BTX shall have no liability for any



increased declared value unless BTX has expressly agreed in writing to assume such liability and has provided a quote for the applicable charges. For any Shipment where BTX has agreed to an increased limitation of liability, BTX's total liability shall be limited to the lesser of:

- the declared value confirmed by BTX, or
- the actual cost to repair or replace the Shipment.

**Declared values in excess of \$25,000.00 per Shipment may be accepted only upon prior written approval signed by an authorized BTX Corporate representative.**

9. **DEFAULT STANDARD OF LIABILITY (FOR ALL SHIPMENTS):** Except as otherwise expressly set forth herein, and in any event, subject to the limitations of liability herein, BTX shall be liable for cargo loss, damage or delay to a Shipment solely to the extent caused by its negligence or willful misconduct.
10. **FORCE MAJUERE:** BTX shall not be liable for any failure to perform, delay, loss, damage, or monetary loss arising from causes beyond its reasonable control, including but not limited to: Acts of God (such as floods, earthquakes, hurricanes, or other natural disasters); war, terrorism, civil unrest, or other hostile acts; labor disruptions including strikes, lockouts, or slowdowns; government actions, legal restrictions, or the closure of public transportation routes such as highways, railways, airways, or shipping lanes; public health emergencies including pandemics, epidemics, or quarantine measures; equipment or infrastructure failures; cyberattacks or IT system disruptions; or intentional acts of third parties. BTX shall also not be liable for issues arising from the nature or condition of the freight, including inherent vice, infestation, or improper packaging, labeling, or documentation by the Shipper or Consignee. In such events, BTX's obligations shall be suspended for the duration of the disruption, and timelines extended accordingly. If the disruption continues for more than thirty (30) days, either party may terminate the affected services upon written notice, without further liability except for obligations accrued prior to the event.
11. **LIMITATION ON LIABILITY:**
  - a) BTX's liability for any services provided shall be governed by the applicable service-specific Terms and Conditions, including but not limited to those for North America domestic carriage, international air carriage, ocean carriage, North America brokerage, and warehousing. In the event of any conflict between this Section and the applicable service-specific Terms and Conditions, the latter shall control.
  - b) Unless otherwise stated in the applicable Terms and Conditions or agreed to in writing by BTX, BTX's liability, however arising and whether or not the cause of loss, damage, or destruction is explained, shall be limited as follows:
    - i. **Cargo Claims (including delay):**  
The lesser of:
      - a. the actual cost to repair or replace the cargo;
      - b. for **air and domestic shipments**, USD \$0.50 per pound per package (based on actual weight); or
      - c. for **ocean shipments**, USD \$500 per shipment.
    - ii. **All Other Claims (including customs-related services):**  
The lesser of:
      - a. the amount paid by Customer to BTX for the specific services giving rise to the claim; or
      - b. USD \$50 per occurrence.
  - c) BTX SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSS, LOSS OF PROFITS OR SALES, BUSINESS INTERRUPTION, LOSS OF MARKET, LOSS OF CONTRACT, LOSS OF REPUTATION OR GOODWILL, LOSS OF REVENUE OR USE CLAIMS, PUNITIVE OR EXEMPLARY DAMAGES, THE CONSEQUENCES OF DELAY OR DEVIATION HOWSOEVER CAUSED, ANY DAMAGE OR DELAY CAUSED BY



THE SHIPPER, THIRD PARTY CLAIMS AGAINST THE SHIPPER OR ANY DAMAGE OCCURRING OUTSIDE THE CUSTODY OF BTX ITS SUBCONTRACTORS. THE FOREGOING EXCLUSIONS AND LIMITS OF LIABILITY SHALL APPLY WHETHER OR NOT BTX HAD KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS. THE DEFENSES AND LIMITS OF LIABILITY PROVIDED FOR HEREIN SHALL APPLY IN ANY ACTION AGAINST BTX WHETHER FOUNDED ON CONTRACT, TORT, EQUITY, INDEMNITY, BAILMENT OR ANY OTHER BASIS WHATSOEVER AND EVEN IF THE LOSS OR DAMAGE AROSE AS A RESULT OF NEGLIGENCE, RECKLESSNESS OR FUNDAMENTAL BREACH. BTX IS NOT LIABLE FOR THE CONSEQUENCES OF IDENTIFY THEFT OR FRAUDULENT CONDUCT OF THIRD PARTIES, INCLUDING THIRD PARTIES PURPORTING TO OFFER TRANSPORTATION SERVICES.

11. **PROHIBITED AND RESTRICTED ITEMS:** Unless otherwise expressly provided in a separate written agreement, and subject to any Unless otherwise expressly agreed to in a separate written contract signed by an authorized BTX corporate representative, and subject to any conditions or restrictions contained therein, the following categories of items are prohibited from carriage by BTX:

- i. **Legally Restricted or Dangerous Goods**  
Items prohibited by law or international convention (e.g., ADR, IMDG, IATA), including weapons, ammunition, explosives, hazardous materials, pharmaceuticals (unless authorized), bulk or unpackaged goods, improperly packed items, and regulated alcohol.
- ii. **Perishables and Live Cargo**  
Live animals or plants, fresh foods, perishables, and temperature-sensitive goods.
- iii. **Fragile and High-Risk Items**
  - a. Plate glass, windows, and similar glass products;
  - b. Fragile goods such as crystal, chinaware, lighting fixtures, artwork incorporating glass, and furniture with glass components, where the declared value exceeds USD \$25,000 per shipment.
- iv. **High-Value and Irreplaceable Items**
  - a. Original works of art, antiques, currency, negotiable instruments, jewelry (excluding costume), precious metals, stamp collections, and time-sensitive documents;
  - b. Household goods (new, used or reconditioned), personal effects, prototypes, valuable rugs, and prints;
  - c. Electronics (e.g., cell phones, laptops, TVs) where the declared value exceeds USD \$50,000 per shipment;
- d. **Environmentally or Ethically Sensitive Items**  
Human or animal remains, biological specimens, infectious substances, hazardous medical waste, scrap or cargo with no economic value, and items derived from endangered species (e.g., ivory, fur, feathers, shells).
- v. **Other Designated Items**  
Any other items BTX may designate as prohibited or restricted from time to time.

BTX may, at its sole discretion, accept prohibited or restricted items only when fully disclosed and accepted in writing by an authorized BTX corporate representative prior to shipment. Acceptance may be subject to additional charges and conditions.

BTX shall have no liability for any loss, damage, delay, penalties, or claims arising from the transportation of prohibited or restricted items, whether or not accurately described or declared. No employee or agent of BTX is authorized to waive these restrictions.



12. **SERVICES NOT GUARANTEED:** BTX undertakes to complete carriage with reasonable dispatch and does not guarantee pick up, transportation or delivery by a stipulated date or a stipulated time, nor shall BTX be liable for the consequences of failure to do so. BTX may substitute alternate carriers which may include, but are not limited to, motor carriers, air carriers, rail carriers and ocean carriers, and may without notice but with due regard to the interests of Customer substitute other means of transportation, subject to these Terms and Conditions. However, Carrier shall use reasonable efforts to provide advance notice to Shipper of any material changes and to minimize any adverse impact on delivery timelines or cargo condition. These liberties shall be exercised in good faith and in accordance with applicable law.
13. **CLAIMS PROCEDURES:** All claims against BTX must be timely made in writing, sufficiently describing the factual details of the claim and including a bona fide replacement cost estimate. Claims must be submitted using BTX's standard claims form, available upon request or at [www.btxglobal.com/claims](http://www.btxglobal.com/claims), and must include all required supporting documentation. No claim will be processed by BTX until all transportation charges have been paid in full. Receipt of a Shipment without written notification of loss or damage on the delivery receipt will be prima facie evidence that the Shipment was delivered in good condition and in accordance with the terms of this contract. Such notations as "subject to inspection" and/or "subject to recount," or similar, are not valid exceptions. In the event of a claim the Shipment, its container(s) and its packing material must be made available to BTX for reasonable inspection at the delivery location for a minimum of seven (7) business days following written notice to BTX of loss or damage. **Under no circumstances will BTX be liable for loss and/or damage to external shipping containers of any kind.** Written notice as required herein must be sent to **BTX Global Logistics, 12 Commerce Drive, Shelton, CT 06484** or emailed to [btx\\_claims@btxglobal.com](mailto:btx_claims@btxglobal.com).
- a) **For domestic and international air Shipments:** Written notice of claim must be made to BTX within:  
(i) 14 days from the date of delivery; (ii) 21 days from the date of delivery in the case of delay; and (iii) 120 days in the case of non-delivery of the Shipment, calculated from the date the Shipment was accepted by BTX.
  - b) **All-Ground Transportation:** Except with respect to Shipments that are exempt per 49 USC 13506(a)(8) and 13531, which shall be considered air Shipments, written notice of claim must be received by BTX within 9 months of the date of delivery.
  - c) **Limitations on actions:** Unless subject to a specific statute or international convention, BTX will not be liable in any action brought to enforce a claim unless the applicable claims procedures have been complied with and unless such action is brought: (i) in the case of domestic Shipments, within 2 years after the date written notice is given to the claimant that BTX has disallowed the claim in whole or in part; and (ii) in the case of international Shipments, within 2 years from either the date of arrival of the Shipment at destination or from the date the Shipment ought to have been delivered. The failure to give BTX timely notice of a claim, or to commence a legal proceeding, in accordance with these Terms and Conditions shall be a complete defense to any suit or action commenced by Customer.
  - d) **"Concealed damage":** Shall mean damage and/or loss reported by the consignee after delivery when no notification of loss or damage has been made on the delivery receipt by the consignee upon actual receipt of the Shipment. If notice of concealed damage is not reported to BTX within 48 hours of the time of delivery, a presumption shall exist that such damage occurred subsequent to delivery unless overcome by clear and convincing evidence to the contrary.
  - e) **Overcharges:** Claims for overcharges must be made in writing within 1 year following the date BTX accepted the Shipment.
14. **RECORDKEEPING:** Customer acknowledges that it has the sole responsibility for maintaining records required of it by law or for use in its business and BTX has no obligations related thereto. BTX shall only be required to keep those records required of it by applicable law or regulation and shall have no liability to Customer if BTX is determined by a competent authority not to have complied such laws or regulations.





15. **INSURANCE:** Unless requested to do so in writing and confirmed by Customer in writing, BTX is under no obligation to procure insurance on Customer's behalf. Customer may request that BTX arrange for insurance covering Customer's risk of loss to shipments while in transit in which case, BTX will provide a written quote for the cost of insurance to Customer. Insurance coverage shall be based on BTX's open insurance policy in effect on the date of the Shipment. BTX makes no warranties or representations regarding the scope of such coverage and any questions regarding coverage must be directed to the underlying insurance producer. Failure to properly complete the INSURANCE section on the BTX waybill shall void any coverage. Customer is required to insure their cargo for the full invoice value of the shipment to avoid any applicable co-insurance penalties and said amount must be reported to BTX. Insurance shall only apply once confirmed by BTX. In all cases, Customer shall pay all premiums and costs in connection with procuring insurance and any cargo insurance policy issued shall be construed as a contract directly between insurer and Customer. If a shipment is tendered prior to BTX acknowledging that insurance has been placed, Customer acknowledges that insurance may not have been placed and assumes all risk of such lack of insurance. BTX's liability with respect to any such shipment will be subject to the otherwise applicable underlying limitations of liability.
- BTX makes no representations regarding the scope, applicability, or enforceability of any insurance coverage arranged on behalf of Customer. All claims shall be adjusted by the insurer, and BTX shall not be liable for any denial of coverage or limitations imposed by the insurer.
16. **QUOTATIONS NOT BINDING:** Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by BTX to the Customer are for informational purposes only and are subject to change without notice. No quotation shall be binding upon BTX unless an authorized representative of BTX in writing agrees to undertake the handling or transportation of the Shipment at a specific rate amount set forth in the quotation and payment arrangements are agreed to between BTX and the Customer prior to the Shipment being tendered to BTX.
17. **INDEMNIFICATION/HOLD HARMLESS:** CUSTOMER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS BTX FROM AND AGAINST, AND SHALL PAY AND REIMBURSE BTX FOR ANY AND ALL DIRECT AND INDIRECT LIABILITIES, CLAIMS, LOSSES, EXPENSES, COSTS (INCLUDING ATTORNEY FEES) OR DAMAGES (FOR PURPOSES OF THIS PROVISION, "CLAIMS") INCURRED OR OCCASIONED BY (i) A BREACH BY CUSTOMER OF ANY OF THE WARRANTIES CONTAINED HEREIN; (ii) THE FAILURE OF CUSTOMER TO COMPLY WITH THESE TERMS& CONDITIONS; (iii) BTX'S OR ANY THIRD PARTY'S COMPLIANCE WITH OR RELIANCE ON INFORMATION OR INSTRUCTIONS PROVIDED BY OR ON BEHALF OF CUSTOMER; (iv) CUSTOMER'S NEGLIGENCE OR WILLFUL MISCONDUCT; OR (v) CLAIMS, SEEKING TO IMPOSE LIABILITY IN EXCESS OF ANY LIABILITY EXPRESSLY ASSUMED BY BTX HEREIN OR IN EXCESS OF ANY LIMITATION OF LIABILITY TO WHICH BTX OR ANY THIRD PARTY IS ENTITLED HEREUNDER. THE INDEMNITY OBLIGATIONS IN THIS PROVISION SHALL NOT APPLY TO THE EXTENT A CLAIM IS DETERMINED BY A COURT OF APPROPRIATE JURISDICTION TO HAVE BEEN CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF BTX..
18. **CARGO SECURITY REQUIREMENTS:** Shipments are subject to all cargo security requirements imposed by all applicable federal, state, Provincial or local agencies, including but not limited to the Transportation Security Administration in connection with 49 C.F.R. Part 1548. Per 49 CFR 1548.9(b) Customer hereby consents to screening of its Shipments which may include physical search or inspection of such cargo. BTX shall have the right to refuse any article, the transportation of which is prohibited by applicable law, orders or regulations, or the transportation of which, in BTX's judgment, would be unsafe. If such Shipment should be accepted or transported, BTX reserves the right to remove it and, if necessary, to abandon it. Where circumstances permit, such Shipment will be stored at Customer's expense pending receipt of disposition instructions from Customer. BTX will have no obligation to comply with security criteria unless agreed in a writing signed by an officer of BTX.





19. **PACKAGING:** Customer must ensure all Shipments are prepared and packaged to protect the enclosed goods and to ensure safe transportation with ordinary care in handling. BTX shall have no liability for loss or damage to improperly packed Shipments. Fragile items or Shipments subject to damage by ordinary care handling must be adequately marked and labeled and their status notified in writing to BTX Shipments subject to damage as a result of any atmospheric condition that might be encountered during air transport must be adequately protected, packed and marked accordingly. Use of used or re-used packaging shall be noted by Customer on the waybill or other shipping documents.
20. **SHIPMENTS SUBJECT TO POSSIBLE DELAY:** Customer acknowledges and agrees that the following characteristics may result in delay of a Shipment:
- a) Any shipment with a length of more than 85 inches or a height greater than 59 inches or where the dimensions are otherwise too large for the available aircraft;
  - b) Shipments that require additional packing to remedy improper packing by Customer or where a Shipment is improperly labeled, marked or has insufficient or improper documentation;
  - c) Shipments tendered to BTX too late to meet departure "cutoff" times or other critical timing requirements that are known to Customer;
  - d) Shipments requiring export licenses or special export documentation, such as consular or notary services;
  - e) Hazardous materials; and
  - f) Shipments not in compliance with mandatory cargo security requirements.
21. **RESTRICTION ON CERTAIN OVERSIZE SHIPMENTS:** Subject to advance arrangements and availability of space, BTX will accept pieces more than 121 inches in length and/or more than 88 inches in width. Certain oversize shipments may be subject to delay. For such Shipments:
- a) Transportation will only be provided if on a pallet(s);
  - b) Each pallet will have a minimum chargeable weight of 4500 pounds;
  - c) Maximum pallet dimensions will be 125 inches in length, 88 inches in width and 58 inches in height; and
  - d) Charges will be based on weight or number of pallets required, whichever is higher.
22. **RIGHT TO REJECT OR RE-ROUTE:** BTX reserves the right to reject any Shipment for any reason whatsoever, including but not limited to safety or security concerns. It is agreed that no time is fixed for the completion of carriage hereunder and that BTX may, without notice, substitute aircraft or alternate carriers, including surface and/or ocean carriers. BTX assumes no obligation to forward the goods by any specified carrier or over any particular route or routes or to make connection at any point according to any particular schedule, and BTX is hereby authorized to select, or deviate from, the route or routes of shipment, notwithstanding that the same may be stated on the face of the waybill and/or other shipping document(s).
23. **HAZARDOUS MATERIALS:**
- a) Customer shall limit all packages containing hazardous materials/dangerous goods to the materials and quantities authorized for transportation under all applicable laws and regulations, including but not limited to the U.S. Department of Transportation hazardous materials transportation regulations (49 C.F.R. Parts 171, 172, and 173, as amended), the current edition of the International Air Transport Association Dangerous Goods Regulations and the International Civil Aviation Organization "Technical Instructions for the Safe Transport of Dangerous Goods by Air (together "HM/DG Regulations"). Customer shall ensure that each Shipment requiring a Shipper's Declaration of Dangerous Goods under the IATA Dangerous Goods Regulations is accompanied by properly executed Declaration documents in conformity with the requirements of such HM/DG Regulations. Customer shall also ensure, and Customer hereby certifies, that, before tendering any Shipment containing hazardous materials/dangerous goods to BTX, that the contents of the consignment are fully and accurately described on the shipping papers by proper shipping name; are not prohibited for transport by air by



the HM/DG Regulations; and are properly classified, packaged, marked, and labeled, and in proper condition for carriage as required by the HM/DG Regulations. Customer hereby declares that all of the applicable transport requirements have been met, and agrees to a charge of \$95.00/UN or ID number. This paragraph shall apply regardless of the routing or transportation mode by which the Shipment is transported. BTX reserves the right to reject, for any reason, any Shipment containing any known or suspected dangerous goods.

- b) BTX is not licensed to transport, and in no event will Customer tender or allow to be tendered, the following hazardous materials, nor can it transport any hazardous material in bulk or container having a capacity equal to or greater than 13,428 liters or with a gross weight equal to or greater than 1000 kilograms:

Class 1 Explosives	Divisions 1.1, 1.2, 1.3, 1.4 and 1.5
Class 2 Gases	Division 2.3
Class 4 Flammable Solids	Divisions 4.2 and 4.3
Class 6 Toxic and Infectious Substances	Divisions 6.1 and 6.2
Class 7 Radioactive Material	Level I, II and III

In all cases BTX has the right to reject acceptance of any type or form of hazardous materials.

24. **STORAGE:** If the consignee refuses any of the cargo, if delivery cannot be made for any reason, or if Customer advises and instructs BTX to stop movement of the cargo and to hold it in transit, BTX may immediately arrange for a Third Party to provide storage of the cargo for the account of Customer. CUSTOMER SHALL REMAIN JOINTLY AND SEVERALLY LIABLE TO BTX FOR ANY DEFICIENCY SHOULD THE PROCEEDS OF ANY SALE BE INSUFFICIENT TO OFFSET ALL CHARGES DUE BTX WITH RESPECT TO THE GOODS. EXCESS PROCEEDS FROM A SALE WILL BE USED TO SATISFY ANY OUTSTANDING LIEN OR OBLIGATION DUE BTX FIRST, WITH ANY BALANCE THEREAFTER PAID TO CUSTOMER. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD BTX HARMLESS AGAINST ALL LOSS AND EXPENSE, INCLUDING ATTORNEY'S FEES, OF WHATEVER NATURE BROUGHT BY ANY OTHER PERSON HAVING AN INTEREST IN THE GOODS SOLD UNDER THIS PROVISION.
25. **COLLECT SHIPMENTS ("C.O.D."):** This clause applies solely to collect shipments, where BTX is instructed to collect payment from the consignee upon delivery. Customer must clearly indicate the C.O.D. amount in U.S. dollars and cents in the designated space on the BTX waybill and specify the acceptable form of payment (e.g., cash, check, money order). BTX shall not be responsible for verifying the authenticity, validity, or negotiability of any payment instrument. If payment is later dishonored, Customer remains liable for all transportation charges and must remit payment to BTX within fifteen (15) days of invoice.

BTX will not accept collect shipments to the following destinations or consignees:

- i. Transient consignees;
  - ii. Government agencies, unless tendered by a government agent presenting a proper bill of lading;
  - iii. Construction sites, hotels, or convention centers.
26. **CUSTOM DUTIES AND OTHER FEES:** BTX is authorized by Customer (but shall be under no obligation) to advance any duties, taxes, or charges and to make any disbursements with respect to a Shipment(s), and Customer, owner and consignee shall be jointly and severally liable for the reimbursement thereof. Customer agrees to an administrative charge for any such advances equal to 5% of such advance, with a minimum charge of \$10.00.



27. **LIEN RIGHTS:** BTX shall have a continuing, general lien on all Shipments and the proceeds thereof for any and all amounts due and owing (including past due charges on prior Shipments), advances or charges of any kind arising out of BTX's services, and may refuse to surrender possession of any or all Shipment(s) until all such charges are paid and is entitled to all rights and remedies legally available. Shipments retained pursuant to the lien established herein may be subject to storage fees and/or disposed of at public or private sale, with BTX paid from the proceeds of such sale, including storage charges and costs of sale. BTX shall provide written notice to Customer of its intent to exercise its lien, the amount of monies then due and owed, as well as any ongoing storage or other charges; Customer shall notify all parties claiming an interest in the Shipment(s) subject to the lien of the exercise of BTX's lien and BTX's rights as set forth herein. CUSTOMER SHALL REMAIN JOINTLY AND SEVERALLY LIABLE TO BTX FOR ANY DEFICIENCY SHOULD THE PROCEEDS OF ANY SALE BE INSUFFICIENT TO OFFSET ALL CHARGES DUE BTX WITH RESPECT TO THE GOODS. EXCESS PROCEEDS FROM A SALE WILL BE USED TO SATISFY ANY OUTSTANDING LIEN OR OBLIGATION DUE BTX FIRST, WITH ANY BALANCE THEREAFTER PAID TO CUSTOMER. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD BTX HARMLESS AGAINST ALL LOSS AND EXPENSE, INCLUDING ATTORNEY'S FEES, OF WHATEVER NATURE BROUGHT BY ANY OTHER PERSON HAVING AN INTEREST IN THE GOODS SOLD UNDER THIS PROVISION.
28. **PAYMENT TERM: All invoice terms are net 30 days.** Any payment which is past due shall be subject to an additional charge of 1 ½% per month of the outstanding balance due or the maximum interest rate permitted by applicable law, whichever is more, together with all collection costs, including reasonable attorney fees, incurred by BTX. Unless prior arrangements are made, BTX will accept cash payments up to \$2,000.00 per Shipment. Shipments where freight charges exceed \$2,000.00 must be paid by cashier's check, certified check or money order. Irrespective of Customer's use of a third-party payment agency, Customer at all times remains primarily liable for payment of all BTX-invoiced charges. Customer's obligation to pay BTX's invoices is not extinguished by Customer's payment to a third-party payment agency unless and until such third-party payment agency has actually paid all BTX invoices.
29. **CHARGES PREPAID OR COLLECT:** Shipments will be accepted either with the charges to be prepaid by the shipper or to be collected from the consignee, or when requested by the shipper or consignee, the charges will be billed to a third party. If the third party should refuse payment for any reason, liability for payment shall revert to the shipper or consignee whichever requested third party billing. The shipper and consignee shall be liable jointly and severally for all unpaid charges payable on account of a shipment. All requests for changes in type of billing after delivery must be accompanied by a guarantee in writing of payment by the new payer and a fee of \$10.00 per revision will be assessed. Revisions will not be allowed when a reduction in the original rates occurs as a result of the change. The following shipments must be prepaid by the shipper or billed to a third party:
- a) Shipments addressed to United States Government agencies, unless shipped on Government Bill of Lading.
  - b) Shipments destined to exhibition grounds, parks, fairs or similar enclosures where admission is charged for entrance.
  - c) Shipments addressed to hotel guests.
  - d) Shipments addressed to any person and/or organization in care of another person and/or organization.
  - e) Shipments addressed to political organizations.
30. **COMPLIANCE WITH LAW/EXPORT CONTROLS:** BTX shall comply with all laws applicable to its operation, including any insurance and bonding requirements. Customer shall comply with all applicable laws, government regulations and customs of any country to, from, through or over which the Shipment may be carried, including those relating to its packing, carriage or delivery, and shall furnish to BTX complete and accurate information and provide such fully legally compliant documents as may be necessary to comply with such laws and regulations. Customer agrees that it will not engage BTX to transport cargo to any



sanctioned or embargoed country or individual, whether or not BTX is engaged to transport such cargo to an end user. Further, Customer represents and warrants that in connection with any transaction handled by BTX it has not and will not engage in any conduct that may implicate the U.S. Foreign Corrupt Practices Act or any other applicable anti-corruption/anti-bribery law.

31. **SEVERABILITY:** If any provision contained or referred to in this contract may be contrary to mandatory law, government regulations, orders, or requirements, such provisions shall remain applicable to the extent that it is not overridden thereby. The invalidity of any provisions shall not affect any other part hereof.
32. **NO MODIFICATION OR AMENDMENT UNLESS WRITTEN:** Any attempt by Customer to unilaterally alter, amend or modify these Terms and Conditions shall be null and void. Customer and BTX may agree to alternative terms only in a writing signed by authorized representatives of both parties. No obligation contained herein shall be deemed to have been waived by BTX unless in writing, and no such waiver shall be deemed a waiver of any other term or condition herein.
33. **DISPUTE RESOLUTION AND GOVERNING LAW:** These Terms and Conditions, and the services provided by BTX under them, shall be governed by and subject to the applicable federal law of the United States and by the laws of the State of Connecticut, without regard to the choice-of-law rules of that State or any other jurisdiction. BTX and Customer waive any provisions of law that can be waived to the extent such provisions conflict with this Agreement. Without limiting the foregoing, the parties waive any and all rights and remedies provided by Part B of Subtitle IV to Title 49 of the U.S. Code, including but not limited to, 49 U.S.C. § 14706, to the extent such rights and remedies conflict with the provisions of these Terms and Conditions. In the event of a direct conflict between these Terms and Conditions and any provisions of mandatorily applicable law that cannot be waived, the terms of such Convention shall control, but only to the extent of such direct conflict. CUSTOMER AND BTX AGREE THAT ANY CLAIM OR DISPUTE ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, WHETHER UNDER INTERNATIONAL CONVENTION, FEDERAL, STATE, LOCAL, OR FOREIGN STATUTES, REGULATIONS, OR COMMON LAW, SHALL BE BROUGHT EXCLUSIVELY IN THE STATE OR FEDERAL COURTS SERVING FAIRFIELD COUNTY, CONNECTICUT. CUSTOMER AND BTX HEREBY CONSENT TO THE JURISDICTION OF SUCH COURTS. Prior to initiating any legal action, the parties shall attempt in good faith to resolve any dispute through non-binding mediation conducted by a mutually agreed mediator in Connecticut. In the event Customer files an action against BTX, Customer hereby consents to any BTX-instituted transfer of such action to any other venue in which BTX is a party or subsequently becomes a party to an action concerning loss or damage to the cargo that is the subject of Customer's action. Should BTX successfully defend itself in any legal actions brought by any person with an interest in a Shipment, BTX shall be entitled to reasonable attorney fees and litigation expenses.