

NOTICE CONCERNING CARRIER'S LIMITATION OF LIABILITY FOR U.S. DOMESTIC AIR CARGO

NOTICE CONCERNING CARRIER'S LIMITATION OF LIABILITY FOR U.S. DOMESTIC AIR CARGO. 1. Carrier means NNR Global Logistics USA Inc. ("NNR"), its parents, subsidiaries, affiliates, officers, directors, employees, agents, representatives, servants, subcontractors, independent contractors, underlying air carriers, motor carriers, cartage agents, warehousemen, screening providers, airports, and all parties engaged by or through NNR to transport, handle, store, screen, inspect, tender, deliver, arrange, or perform services related to the shipment. 2. By tendering cargo, issuing or accepting an air waybill, shipper, consignee, owner, customer, bill-to party, and all interested parties agree to these Conditions as in effect when the shipment is tendered. These Conditions control over conflicting shipping documents unless NNR agrees otherwise in a writing signed by an authorized officer. Electronic records and signatures bind the acting party and entity. No agent, employee, representative, contractor, or service provider may alter, modify, waive, or expand these Conditions except in a writing signed by an authorized officer of NNR. 3. These Conditions apply to U.S. domestic air cargo and related services where origin and destination are within the United States, and the transportation is not "international carriage" under the Warsaw or Montreal Conventions. For U.S. domestic carriage, the Warsaw Convention, Montreal Convention, and any SDR limitation do not apply. If any segment is compulsorily deemed international carriage, the supplemental international terms below apply only to that extent. To the extent not inconsistent herewith, carriage and related services are subject to applicable laws, government regulations, air waybill provisions, tariffs, conditions of carriage, and service guides, including limits on liability, claims restrictions, Carrier's right to change terms, Carrier's right to refuse carriage, and limitations concerning delay, rerouting, schedule changes, or substitute carriers or aircraft. The agreed stopping places, which Carrier may alter if necessary, are those shown on the face of the air waybill or Carrier timetables, and carriage by successive carriers is deemed a single operation. 4. Carrier's liability for loss of or damage to cargo is limited to the greater of US\$50.00 per shipment or US\$0.50 per pound of the actual weight, not dimensional weight, of the piece or pieces actually lost or damaged, unless a higher value is declared on the face of the air waybill before tender, expressly accepted by Carrier in writing, and all excess valuation charges are paid. Shipper acknowledges that the rates charged for the shipment are dependent upon the value declared by shipper, that shipper has been afforded a fair and reasonable opportunity to declare a higher value and obtain a higher level of Carrier liability by paying higher charges, and that absent such declaration and payment the shipment moves at the released value set forth in these Conditions. In no event shall Carrier's liability exceed the actual value of the affected cargo, the declared value accepted by Carrier, the amount recoverable from the underlying carrier or service provider, or US\$50,000.00 per piece, whichever is lowest. These limits apply to all claims, including contract, bailment, negligence, tort, statute, misdelivery, nondelivery, or delay. To the fullest extent permitted by applicable law, Carrier shall not be liable for delay; if liability for delay is imposed notwithstanding the foregoing, shipper's sole and exclusive remedy shall be limited to a refund of the freight charges actually paid to Carrier for the affected shipment. Any dispute regarding whether loss, damage, delay, misdelivery, or nondelivery occurred during air transportation, surface transportation, pickup, delivery, handling, storage, screening, inspection, or another related service arranged in connection with U.S. domestic air cargo remains subject to these Conditions, and any exclusion or limitation applicable to Carrier also applies to Carrier's agents, employees, representatives, subcontractors, underlying carriers, and the persons whose aircraft, vehicles, or equipment are used for carriage and their agents, employees, and representatives. To the extent any portion of the movement is held subject to a mandatory liability regime applicable to motor carriage or another non-air segment, the limitations and elections set forth in these Conditions shall apply to the fullest extent permitted by such law. 5. Multiple house or master air waybills, shipment references, booking references, labels, or other documents for one physical or consolidated movement do not aggregate or increase Carrier's liability. Declared value must be separately stated, expressly accepted, and paid for as to the specific shipment or piece; declared value is not insurance. Cargo insurance exists only if NNR separately confirms coverage in writing and charges are paid. 6. Carrier may use underlying air carriers, motor carriers, cartage agents, warehousemen, airports, and screening providers; their tariffs, contracts of carriage, air waybills, service guides, rules, regulations, and conditions are incorporated by reference to the fullest extent permitted by law. Carrier has the benefit of all limitations, exclusions, defenses, immunities, notice requirements, time bars, lien rights, and other protections available to any such provider. Under no circumstances shall Carrier be liable in an amount greater than the amount Carrier can recover from the responsible underlying provider, and Carrier's liability remains subject to these Conditions. 7. Carrier has no liability for loss, damage, delay, misdelivery, nondelivery, expense, or monetary loss arising from acts, defaults, or omissions of shipper, consignee, owner, customer, bill-to party, or persons acting for them; the nature of the cargo; inherent vice; latent defect; improper or insufficient packing, crating, marking, labeling, loading, bracing, blocking, sealing, or documentation not performed by Carrier; ordinary leakage, loss in weight or volume, shrinkage, deterioration, decay, thawing, freezing, heating, sweating, mold, rust, corrosion, odor, infestation, contamination, or changes in temperature, pressure, humidity, or atmospheric conditions; acts of God; weather; mechanical or aircraft failures; equipment failures; airport or runway closures; embargoes; quarantines; pandemics; epidemics; cyber-attacks; system outages; labor disputes; strikes; lockouts; civil commotions; riots; public enemies; terrorism; hijacking; piracy; acts or omissions of governmental authorities, customs, quarantine, TSA, airport, law enforcement, or security officials; security screening or refusal to clear cargo; acts or omissions of underlying carriers or service providers; unavailability of aircraft, equipment, facilities, personnel, or cargo space; or any cause beyond Carrier's reasonable control. Carrier undertakes carriage with reasonable dispatch and may use alternative carriers, aircraft, or modes of transport, change routing, or deviate from the route shown on the air waybill as permitted by applicable law. IN NO EVENT SHALL CARRIER BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, STATUTORY, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, MARKET, INCOME, USE, BUSINESS INTERRUPTION, PRODUCTION DELAY, ATTORNEYS' FEES, WRONG DELIVERY, MISDELIVERY, DELAYED DELIVERY, FAILURE TO ATTEMPT DELIVERY, LOSS OF GOODWILL, OR DAMAGE TO OTHER PROPERTY, WHETHER OR NOT CARRIER HAD NOTICE. 8. Receipt of cargo without written notation of actual loss or damage on the delivery receipt, air waybill, electronic delivery record, platform, application, or other delivery documentation is prima facie evidence of delivery in good order and condition. Notations such as "subject to inspection," "subject to count," or "contents unchecked" are invalid. Carrier is not liable for concealed damage or for perishables, temperature-sensitive, fragile, or susceptible cargo unless actual loss or damage is specifically noted at delivery. Written claims must be made, to the fullest extent permitted by applicable law and except where a longer period is required by mandatory law, within 14 days for apparent damage, 21 days for delay, and 120 days for nondelivery from air waybill issuance or Carrier receipt if no air waybill was issued. Nothing in this Section is intended to shorten any minimum claim period that must be afforded under mandatory applicable law. Claims must include the air waybill, delivery receipt, commercial invoice, packing list, repair invoice or salvage documentation if applicable, photographs if applicable, proof of value, proof of loss, and any reasonably requested documents. Failure to give timely notice, note apparent damage at delivery, preserve cargo and packaging, permit inspection, or mitigate damages bars recovery. No claim will be paid unless all transportation, accessorial, storage, and other amounts due Carrier are paid in full, and no claim may be offset, deducted, withheld, or set off against any amount owed to Carrier. Any complaint may be made to the issuing Carrier, first Carrier, last Carrier, or Carrier performing the segment where the event occurred, subject to these Conditions. Any lawsuit, arbitration, or other proceeding against Carrier is extinguished unless filed within 2 years from arrival, scheduled arrival, or cessation of transportation, whichever occurs first. 9. Carrier does not accept and has no liability for cargo prohibited by law, prohibited by any underlying carrier, or deemed unsafe, unsuitable, improperly packed, improperly documented, or otherwise unacceptable. Without prior written approval from an authorized officer of NNR, prohibited or restricted cargo includes firearms, ammunition, explosives, hazardous materials, dangerous goods, radioactive materials, poisonous or venomous animals, live animals, human remains, perishable goods, temperature-controlled cargo, cash, currency, currency equivalents, negotiable instruments, bonds, securities, deeds, evidences of debt, stamps, stock certificates, precious metals, bullion, gold, silver, platinum, gems, stones, industrial diamonds, pearls, jewelry other than costume jewelry, antiques, original works of art, fine art, collectibles, heirlooms, one-of-a-kind articles, prototypes, models, valuable rugs, prints,

lithographs, furs, fur clothing, glass, goods containing glass, household goods, personal effects, used goods, refurbished goods, auction goods, trade show goods, time-sensitive written materials, cargo requiring refrigeration, ventilation, humidity control, temperature control, special handling, or special security, and cargo declared at more than US\$0.50 per pound unless expressly accepted in writing and paid for. Carrier may reject, refuse, hold, return, abandon, destroy, dispose of, or deliver prohibited or restricted cargo to governmental authorities without liability; shipper, consignee, owner, customer, and bill-to party are jointly and severally liable for all resulting charges, costs, fines, penalties, losses, liabilities, and indemnity obligations. 10. Shipper must comply with all applicable laws, regulations, security, sanctions, denied-party, hazardous materials, dangerous goods, export, import, and other requirements and furnish all required information and documents. All shipments are subject to opening, inspection, screening, testing, reweighing, and remeasuring by Carrier, underlying carriers, airports, TSA, CBP, law enforcement, and other authorities. Carrier may correct shipment information, assess additional freight or other charges, and reject any noncompliant shipment. Carrier's acceptance or handling of cargo does not admit proper description, packaging, legality, or a higher liability limit. In preparing and submitting entries, declarations, applications, security filings, documentation, and other required data, Carrier relies on the correctness of all information furnished by shipper, and shipper has an affirmative non-delegable duty to disclose all information required to tender, transport, screen, import, export, or otherwise lawfully handle the goods. Except under special written arrangements signed by an authorized officer of NNR, shipper warrants that the cargo is not prohibited, restricted, hazardous, dangerous, explosive, radioactive, corrosive, flammable, poisonous, noxious, damaging, or otherwise regulated under the U.S. Hazardous Materials Regulations, the IATA Dangerous Goods Regulations, the ICAO Technical Instructions, TSA requirements, or applicable law, and shipper shall accurately describe, classify, mark, label, package, document, and tender all cargo accordingly. For temperature-controlled, perishable, fragile, or sensitive cargo accepted by Carrier, shipper must provide written instructions before tender, package the cargo to withstand not less than 48 hours in ordinary air cargo transportation and related handling without refrigeration, heating, ventilation, humidity control, or special equipment supplied by Carrier, and assumes the risks of deterioration, spoilage, freezing, thawing, heating, sweating, decay, mortality, loss of efficacy, pressure change, atmospheric change, and temperature variation except to the extent caused solely by Carrier's proven willful misconduct. Carrier does not warrant the availability or suitability of refrigeration, heating, ventilation, humidity control, temperature control, aircraft space, cargo facilities, route, schedule, pressure, or atmospheric conditions. 11. Carrier may advance duties, taxes, storage, demurrage, detention, screening, inspection, airport, government, carrier, warehouse, reconsignment, return, disposal, and other charges, and all such amounts must be reimbursed by shipper, consignee, owner, customer, and bill-to party jointly and severally. If transportation cannot be completed, cargo is refused, consignee cannot be located, cargo is insufficiently addressed or marked, cargo is not readily deliverable, cargo is held by a carrier, airport, warehouse, or governmental authority, or no timely disposition instructions are received, Carrier may store, return, reconsign, abandon, sell, destroy, dispose of, or place the cargo in a public warehouse or other facility, all at the sole risk and expense of those parties; disposition instructions must be given within 5 days, or within 48 hours for perishable, leaking, dangerous, hazardous, temperature-sensitive, or otherwise sensitive cargo, or within such shorter time as Carrier reasonably determines. Perishable or sensitive cargo not immediately accepted by consignee, insufficiently addressed or marked, delayed, refused, leaking, unsafe, not readily deliverable, or likely to damage other cargo or property may be sold, destroyed, abandoned, returned, or otherwise disposed of without notice and without liability, and all charges and expenses shall be paid by shipper, consignee, owner, customer, and bill-to party jointly and severally. Goods remaining unclaimed for 30 days may be sold at public or private sale, the proceeds applied against outstanding freight charges, advances, and charges, any balance remitted to shipper, and any deficiency remaining the joint and several obligation of shipper, consignee, owner, customer, and bill-to party. 12. Unless otherwise agreed in writing, all charges are due within 15 days from invoice date and late charges accrue at 1.5% per month or the maximum lawful rate, whichever is less. Carrier has a general lien on all cargo, property, and documents in its possession or control for all freight, accessorial, storage, advances, duties, taxes, fines, penalties, expenses, attorneys' fees, collection costs, and other amounts owed, including prior or unrelated shipments, invoices, or services; Carrier may refuse to surrender possession until paid in full and may sell cargo or property after 30 days from demand, with all parties remaining liable for any deficiency. Those parties are jointly and severally liable for all charges and shall defend, indemnify, and hold Carrier harmless from and against all claims, demands, liabilities, losses, damages, fines, penalties, suits, actions, costs, and expenses, including attorneys' fees, arising from breach of these Conditions; inaccurate, incomplete, or misleading shipment information; improper classification, description, marking, labeling, documentation, packaging, loading, stowage, bracing, blocking, sealing, or tender; violation of any applicable requirement; prohibited, restricted, perishable, fragile, temperature-sensitive, hazardous, dangerous, or high-value cargo; third-party claims; Carrier's compliance with instructions; and Carrier's selection or use of service providers. 13. Any waiver by Carrier of any default or right is not a waiver of any prior, subsequent, or continuing default or similar right. If any provision is void, invalid, or unenforceable, the remaining provisions remain in full force and effect. 14. These Conditions, the air waybill, and all disputes relating to any shipment, service, charge, cargo, loss, damage, delay, misdelivery, nondelivery, invoice, relationship, or transaction involving Carrier are governed by Illinois law without regard to conflict-of-law rules. Any lawsuit, arbitration, or other proceeding against Carrier must be filed exclusively in the state or federal courts located in Cook County, Illinois, and each such party irrevocably consents to personal jurisdiction and venue there, waives objections based on jurisdiction, venue, inconvenience, forum non conveniens, or similar doctrine, and agrees that any claim filed elsewhere is waived and shall not be paid. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY WAIVES TRIAL BY JURY. 15. International fallback NNR intends to use these Conditions only for U.S. domestic shipments. If, notwithstanding that intent, any shipment or segment is determined to be international carriage, then the Warsaw Convention, Montreal Convention, or other compulsorily applicable international regime shall apply only to the extent required by law and only to that shipment or segment. Ref. 05/2026. 16. Complaints or claims may be made to the Carrier whose air waybill was used, to the first Carrier, to the last Carrier, or to the Carrier that performed the carriage during which the loss, damage, delay, misdelivery, or nondelivery took place. Unless a written complaint is made within the applicable time limits, no action may be brought against Carrier. Carrier may require inspection of cargo and packaging, original transportation documents, invoices, purchase records, and proof of mitigation before evaluating any claim. No deduction, withholding, setoff, or recoupment of claims against freight, accessorial, storage, or any other charges owed to Carrier is permitted. 17. Carrier is authorized by shipper to select routing, substitute or use additional carriers, aircraft, vehicles, or modes of transport, change or deviate from any routing shown on the face of the air waybill, and use such intermediate stopping places, facilities, and service providers as Carrier deems appropriate or necessary. Carrier may open, inspect, screen, test, segregate, hold, return, reconsign, abandon, destroy, sell, or otherwise dispose of cargo, and may comply with requests, orders, or requirements of airports, governmental authorities, security authorities, customs authorities, law enforcement, and underlying carriers. If it is impossible or impracticable for Carrier to complete transportation, if consignee fails to accept delivery, or if cargo cannot lawfully or safely be delivered, Carrier may store the cargo at published storage rates or in a public warehouse, and all related charges and expenses shall be borne jointly and severally by shipper, consignee, owner, customer, and bill-to party. 18. If credit is extended, all charges remain due and payable according to Carrier's credit terms and all collection agency fees, attorneys' fees, litigation fees, arbitration fees, court costs, and other costs of collection incurred by Carrier in recovering unpaid amounts shall be paid by shipper, consignee, owner, customer, and bill-to party jointly and severally, regardless of whether litigation or arbitration is filed. Any waiver by Carrier of a default or right under these Conditions is not a waiver of any prior, subsequent, or continuing default or of any right of a like or similar nature. If any provision is declared void, invalid, or unenforceable by a court or administrative agency, the remaining provisions shall remain in full force and effect to the fullest extent permitted by law.