

TERMS and CONDITIONS

1. All shipments tendered for transportation shall be contained in securely fastened and properly addressed packages, containers or mail bags conforming to all rules, regulations, and statutes applicable to private express shipments. In no event, will NDLI be liable for Shippers acts omissions, including but not limited to, inadequate packing, securing, marking, or addressing, or for acts or omissions of the recipient or any other party having an interest in the shipment. Packages shall not contain contraband or other illegal material. NDLI will not be liable if Shipper or the recipient violates any of this Terms and Conditions Agreement.
2. The responsibility of NDLI shall commence upon delivery of a shipment to NDLI, or its agent or contractor, and shall end upon delivery to addressee, consignee or the United States Mails, whichever occurs first.
3. NDLI shall not be in breach of this Agreement or liable for any loss, damage or delay caused by:
 - a) strike, labor dispute, perils of the air, weather conditions, mechanical failures not arising from negligence, acts or omissions of public authorities, act of God or any other occurrence beyond its control; or
 - b) the act, default or omission of the Shipper, addressee or any other party with an interest in the shipment of any person, including, without limitation, government officials and Postal Service employees, other than NDLI or its agents.
4. Unless Shipper has a signed written agreement with NDLI to the contrary, NDLI's liability for the loss of or damage, for any reason, to a shipment shall in no event exceed, the manufacturer's cost (excluding taxes, freight charges and restocking fees) or \$200.00, whichever is less. The term "shipment" shall mean each package, bag or container of items to be delivered to or picked up by NDLI.

At no time and under no circumstance will NDLI's liability exceed \$2,000.00 per occurrence.

5. NDLI, ITS OFFICERS, DIRECTORS MEMBERS, AGENT AND AFFILIATES (collectively the "NDLI PARTIES") SHALL NOT BE LIABLE IN ANY CASE FOR DELAY IN DELIVERY OR FOR CONCEALED, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST DATA, OR LOSS OF INCOME, INTEREST, PROFITS OR BUSINESS OPPORTUNITY, GOODWILL OR BANK COLLECTION OR SIMILAR FEES, WHETHER OR NOT THE NDLI PARTIES KNEW, OR SHOULD HAVE KNOWN, THAT SUCH DAMAGES MIGHT BE INCURRED, WHETHER ARISING OUT OF THIS AGREEMENT OR THE PERFORMANCE OF SERVICES RELATING THERETO.
6. All claims for loss of or damage to any shipment shall be subject to NDLI's Claims Procedure/Policy published at www.NDLIlogistics.com. NDLI shall entertain no claim of loss or damage to a shipment until all charges due NDLI on account of such shipment have been paid. Shipper waives all rights to offset or short pay NDLI invoices for loss or damage claims. NDLI shall not be liable for any damage claim on "clean POD's", where no damage has been noted on the shipment proof of delivery.

7. NDLI will not accept any shipment which requires special or unusual handling by NDLI. By way of example, unacceptable shipments include cash, cash equivalents, coins, currency, items having unusual or idiosyncratic value, such as works of art, jewelry, precious metals/stones, furs, photographs or the like, human remains, animals, placardable hazardous materials, hazardous waste, biohazard materials, medical waste, infectious substances, alcohol, shipments requiring special governmental authorization, accompanying personnel, or special handling devices, shipments moving "in bond" consigned "to order of" or "to order notify," and shipment unaccompanied by proper documentation.
8. The parties to this Agreement shall comply with all applicable laws, statutes, ordinances, administrative or executive orders, rules and regulations of the originating and destination jurisdictions and countries as they relate to this Agreement and the services provided hereunder, including, but not limited to, any services related to handling or transporting goods, by way of example, but not limitation, foreign corrupt practices act (FCPA), applicable environmental, hazardous materials, disposal and transportation laws and regulations. Shipper shall provide NDLI with an alert 24 hours in advance of any shipment of hazardous materials (HAZMAT) to a NDLI location and shall indemnify, defend and hold harmless NDLI for any and all fines, penalties, suits, obligations or liabilities arising from same except those arising out of the negligence or intentional misconduct of NDLI. For purposes of this Agreement the term "hazardous materials" (HAZMAT) shall mean any substance, material or product the storage, handling, shipment or distribution of which is regulated by or prohibited except in compliance with the laws of the jurisdiction and country of origination or destination.
9. NDLI may, at its option, open and inspect any packages tendered to it for shipment.
10. NDLI reserves the right to reject a shipment after acceptance and prior to the performance of any transportation services, if such shipment would be likely to cause damage or delay to other shipments, equipment or personnel, or if the transportation of which is prohibited by law or is in violation of any rules contained in this Terms and Conditions Agreement.