

Birnam Trust Ride & Deliveries Transportation Service Agreement

AGREEMENT

This document (hereinafter "the Agreement") presents the conditions and terms of the agreement between Birnam LLC and [____], acting directly in their own name. Birnam offers to and will provide the pickup and delivery services ("Services") as set forth below subject to the terms of this Agreement.

DESCRIPTION OF SERVICES

The following pages contain the Birnam LLC Terms and Conditions applicable to the transportation of any package, document, envelope, skid, container or other item. Birnam reserves the right in its sole discretion to use any mode of transportation whatsoever to provide the service selected by the shipper.

DOCUMENTATION

Any shipping should be accompanied by the documentation necessary to the correct execution of the shipping contract as specified in the Birnam General Shipping Conditions.

Manifest

Customer agrees to provide Birnam with a summary manifest when ordering our carrier services and at the time packages are presented to Birnam for shipment.

CONDITIONS OF PAYMENT & RATES

The Customer will pay for all shipments in accordance with the Birnam General Shipping Conditions or as specified on the invoices. Customer agrees to pay for all shipments in full upon accepting the quote.

Rates and service quotations by Birnam employees and agents are estimates and will be based upon information the shipper provides, but final rates and service may vary based upon the shipment actually tendered and the application of this tariff. Rates quoted will vary depending on whether the shipper has discounts applied to his or her account. Shippers will be quoted Account-Specific Rates if they have a valid Birnam account, have discounts applied to their account.

The applicable Birnam Rates are determined on the basis of package and shipper characteristics, including package weight and size and origin to destination distance, and are subject to change. Except as otherwise stated in the Terms, all charges, fees, or surcharges shall be those set forth in the Birnam Rates in effect at the time of shipping.

DEFINITIONS

Prohibited by Law

No service shall be rendered by Birnam in the transportation of any shipment that is prohibited by applicable law or regulation of any federal, state, provincial, or local government in the origin or destination country. It is the responsibility of the shipper to ensure that a shipment tendered to Birnam, and any Birnam Shipping System entry that the shipper prepares for that shipment, does not violate any federal, state, provincial, or local laws or regulations applicable to the shipment.

Prohibited Items

You are prohibited from tendering the following items for shipment, and they will not be accepted:

- a) Money, cash, coins, currency, paper money and negotiable instruments equivalent to cash, such as endorsed stocks, bonds and cash letters.
- b) All live animals. (Edible seafood, such as live lobsters, crabs or other types of fish and shellfish for human consumption, is acceptable, provided the shipper is in compliance with all local, state, and federal laws.)
- c) Animal carcasses. (Animal heads and other parts for taxidermy may be accepted but must be properly packaged. This restriction does not apply to properly packaged meat or poultry products intended for human consumption.)
- d) Human corpses, human organs or body parts, human and animal embryos, or cremated or disinterred human remains.
- e) Shipments that require us to obtain a local, state or federal license for their transportation.
- f) Shipments that may cause damage or delay to equipment, personnel or other shipments.
- g) Lottery tickets and gambling devices were prohibited by law.
- h) Hazardous waste (including, but not limited to, used hypodermic needles or syringes, or other medical waste), hazardous substances, inhalation hazards, biohazards such as blood, urine, fluids and other noninfectious diagnostic specimens.
- i) Packages that are wet, leaking or emit an odor of any kind.
- j) Live insects.
- k) Shipments or commodities that are prohibited by applicable local, state or federal law.
- l) Common fireworks.
- m) Containers of liquids with a volume exceeding 8 gallons (32 liters) or 70 lbs. in weight.
- n) Firearms and Ammunition.
- o) Waste or garbage for disposal.

Notwithstanding any other provision of Birnam, we are not liable for delay of, loss of or damage to a shipment of any prohibited item. The shipper agrees to indemnify Birnam for any and all costs, fees and expenses Birnam incurs as a result of the shipper's violation of any local, state or federal laws or regulations or from tendering any prohibited item for shipment.

Pharmaceuticals

The shipper shall comply with and shall ensure that each shipment containing pharmaceutical products complies with all applicable federal, state, provincial, and local laws and regulations governing the shipment or tender of shipment of pharmaceutical products.

Refusal or Rejection of Shipments

Birnam reserves the right to refuse to transport any package that it, at its sole discretion, determines to be dangerous, hazardous or likely to soil, taint or otherwise damage other shippers' property or Birnam equipment, personnel or contractors, or is improperly or insecurely packaged or wrapped, or is economically or operationally impracticable to transport. Packages must be packaged and wrapped so as to pass the standard procedures.

Inspection of Shipments

Birnam reserves the right, but is not required, to open and inspect any package tendered to it for transport.

Undeliverable Shipments

An undeliverable shipment is one that cannot be delivered for reasons that include, but are not limited to, any of the following:

- 1) The recipient of a Hold at Birnam Location shipment cannot be located.
 - 2) The recipient refuses to accept the shipment.
 - 3) The recipient's delivery address cannot be located.
 - 4) The shipment's contents or packaging are damaged to the point that rewrapping is not possible.
 - 5) The shipment would likely cause damage or delay to other shipments or property or injury to personnel.
 - 6) The shipment contains prohibited items.
 - 7) The recipient's place of business is closed.
 - 8) No appropriate person was available to accept the shipment at a delivery location on the initial delivery attempt or reattempts.
 - 9) The shipment was improperly packaged.
- A. Undeliverable shipments may be returned via Birnam at the payer's expense. Shipments will be returned via Birnam at no additional charge if the shipment is undeliverable because of damage to the shipment caused by Birnam. However, if the shipment is undeliverable for any other reason, Birnam reserves the right to assess return transportation charges and fees to the original payer, along with the original transportation charges and fees.
 - B. Our money-back guarantee policy does not apply to undeliverable or returned shipments.
 - C. If a shipment cannot be delivered or returned or if the shipper or recipient cannot be contacted, the shipment may be transferred or disposed of by Birnam at its sole discretion, with or without notice, and the shipper, if known, agrees to pay any costs incurred in the disposal.

Declared Value and Limits of Liability (Not Insurance Coverage)

The declared value of any package represents our maximum liability in connection with a shipment of that package, including, but not limited to, any loss, damage, delay, mis-delivery, non-delivery, misinformation, any failure to provide information, or mis-delivery of information relating to the shipment. It is the shipper's responsibility to prove actual damages. Exposure to and risk of any loss in excess of the declared value is assumed by the shipper. You may transfer this risk to an insurance carrier of your choice through the purchase of an insurance policy. Contact an insurance agent or broker if you desire insurance coverage. WE DO NOT PROVIDE INSURANCE COVERAGE OF ANY KIND.

Packaging

It is the responsibility of the shipper to ensure that proper packaging is used and that contents of packages are adequately and securely packed, wrapped, and cushioned for transportation. Packages must be so packed or wrapped as to meet standards.

Filing of Claims for Loss or Damage to Property

All claims for loss or damage to the property transported or accepted for carriage must: (1) be in writing (or an electronic communication) and must include a reference to the Source Document or the record

number of the collection and the date of shipment or copies of other documents sufficient to identify the shipment in question, and the declared value; (2) affirm Birnam's responsibility for the alleged loss or damage; (3) make a claim for payment of a specified or determinable amount; and (4) be accompanied by a copy of the original invoice or, if no invoice has been issued, other evidence, certified in writing, of the purchase price paid by the consignee (where the good in question has been sold to the consignee), the actual cost or replacement cost of the good, or the extent of damage suffered by the good.

A request for proof of delivery does not constitute a claim.

No claim shall be voluntarily paid unless this provision has been submitted in writing or transmitted electronically by or on behalf of the shipper.

Prompt Investigation. Each claim for loss or damage to a package or shipment filed in the manner prescribed herein will be promptly and thoroughly investigated, if investigation has not already been made prior to receipt of the claim.

Supporting Documents. Each claim must be supported by the following: (1) evidence of payment of the shipping and any declared value charges; and (2) either the original invoice or, a photocopy, exact copy, or extract of, the original invoice, a certification of prices or costs, with trade or other discounts, allowance, or deductions of any nature whatsoever and the terms thereof, or depreciation reflected thereon. Where the property involved in a claim has not been invoiced to the consignee shown on the bill of lading or receipt, where an invoice does not show price or cost, where the property involved has not been sold, or where the property has been transferred at bookkeeping values only, Birnam will, before paying a claim, require the claimant to establish the value in the quantity shipped, transported.

Exclusions from Liability

Loss or damage due to acts of God, natural disasters, war risks, acts of terrorism, nuclear damage, acts of public authorities acting with real or apparent authority, acts or omissions by customs authorities or the like, authority of the law, the application of security regulations imposed by the government or otherwise applicable to dispatch, disturbances, strikes or other industrial disputes, civil disturbances, interruption or failure of communication and information systems, or adverse weather conditions.

Loss or damage to any package resulting from improper, inadequate or unsafe packaging.

Loss or damage to Perishable Commodities to the extent the loss or damage results from exposure to heat or cold or the perishable nature of the item.

Package Restrictions (Size and Weight)

Weight and Dimensions

Birnam will accept for transport packages, maximum weight limit 300 pounds and the maximum dimension (W x L) is 62 x 51 inches. Any item exceeding either of those measurements is nonmailable. Birnam reserves the right to assess additional handling, oversize package and unauthorized package surcharges on any package whose dimensions are altered during transit, causing it to meet the parameters for these. The client is responsible for loading and unloading overweight items.

Packaging and Marking

All packages must be prepared and packed by the sender for safe transportation with ordinary care in handling. Recipient address labels should be placed on both sides of each package with an additional label enclosed inside. Any articles susceptible to damage as a result of conditions that may be encountered in ground transportation, such as changes in temperature, must be adequately protected by proper packaging. Each shipment must be legibly and durably marked with the name, address and ZIP code of both the shipper and recipient. The ZIP code is crucial

New corrugated boxes in good, rigid condition large enough to allow cushioning of contents on the top, bottom and sides should be used. Items that cannot be packed into cartons (auto tail pipes, mufflers, tires, rims, and so on) must have all sharp edges and protrusions wrapped, and the address label must be secured using the tie-on tag (or you may secure it by wrapping pressure-sensitive tape completely around the object). Briefcases, luggage, garment bags, aluminum cases, plastic cases, computer cartons or similar types of items whose outer finish might be damaged by adhesive labels, soiling, marking or other types of surface damage that is normal with ordinary care in handling should be placed in a protective container for shipment. Casters, wheels or rollers must be removed or packaged.

Governing Law and Venue. This Agreement shall be governed by, and any dispute arising hereunder shall be determined in accordance with, the laws of State of Texas, without giving effect to conflict of laws principles. The Parties hereto irrevocably submit to the jurisdiction and venue of the state and federal courts sitting in Houston, Texas.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the day and date first below written.

Customer

Birnam LLC, DBA Birnam Trust Ride & Deliveries

By: _____

By: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____