

CONDITIONS OF CARRIAGE

In tendering the shipment for carriage, the customer agrees to these terms and conditions of carriage and that this Waybill is NON-NEGOTIABLE and has been prepared by the customer or on the customer's behalf by NAQEL. As used in these conditions, NAQEL Company, all operating divisions and subsidiaries of NAQEL, and the irrespective agents, servants, officers and employees.

1. SCOPE OF CONDITIONS

These conditions shall govern and apply to all services provided by NAQEL. BY SIGNING THIS WAYBILL, THE CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ THESE CONDITIONS AND AGREES TO BE BOUND BY EACH OF THEM. NAQEL shall not be bound by any agreement which varies from these conditions, unless such agreement is in writing and signed by an authorized officer of NAQEL. In the absence of such written agreement, these conditions shall constitute the entire agreement between NAQEL and each of its customers. No employee of NAQEL shall have the authority to alter or waive these terms and conditions, except as stated herein.

2. NAQEL'S OBLIGATIONS

NAQEL agrees, subject to receiving payment of applicable rates and charges in effect on the date of acceptance by NAQEL of a customer's shipment, to arrange for the transportation of the shipment between the locations agreed upon by NAQEL and the customer. NAQEL reserves the right to transport the customer's shipment by any route and procedure and by successive carriers and according to its own handling, storage and transportation methods.

3. SERVICE RESTRICTIONS

a) NAQEL reserves the right to refuse any documents or parcels from any person, firm or company at its own discretion.

b) NAQEL reserves the right to abandon carriage of any shipment at any time after acceptance when such shipment could possibly cause damage or delay to other shipments, equipment or personnel, or when any such carriage is prohibited by law or is in violation of any of the conditions contained herein.

c) NAQEL reserves the right to open and inspect any shipment consigned by a customer to ensure that it is capable of carriage the destination within the standard customs procedures and handling methods of NAQEL. In exercising this right, NAQEL does not warrant that any particular item to be carried is capable of carriage, without infringing the law.

4. LIMITATION OF LIABILITY

Subject of Sections 5 and 6 hereto:

a) NAQEL will be responsible for the Customer's shipment only while it is within NAQEL's custody and control. NAQEL shall not be liable for loss or damage of a

shipment while the shipment is out of NAQEL's custody or control. NAQEL'S LIABILITY IS IN ANY EVENT LIMITED TO _____ US DOLLARS (US\$ _____) or its equivalent per shipment unless a higher value is declared on the Waybill at the time of tender and an additional charge is paid for, as assessed and determined by NAQEL, for each _____ Dollars (US\$ _____) or fraction thereof, by which the insured value designated by the customer on the Waybill exceeds _____ Dollars (US\$ _____) per shipment.

b) Notwithstanding the foregoing, should the customer, at the time of tender, declare a higher value than _____ Dollars (US\$ _____) on the Waybill, NAQEL's liability shall in any event be limited to the lower of the insured value of the amount of any loss or damage actually sustained by the customer.

c) The actual value of a shipment shall be ascertained by reference to its replacement, reconstitution or reconstruction value at the time and place of shipment, whichever is less, without reference to its commercial utility to the customer or to other items of consequential loss.

d) NOTWITHSTANDING ANY OF THE FOREGOING, THE MAXIMUM INSURED VALUE ON ANY SHIPMENT ACCEPTED BY NAQEL IS _____ DOLLARS (US\$ _____) AND IN NO EVENT SHALL THE LIABILITY OF NAQEL EXCEED THAT AMOUNT.

5. CONSEQUENTIAL DAMAGES EXCLUDED

NAQEL SHALL NOT BE LIABLE, IN ANY EVENT FOR ANY CONSEQUENTIAL OR SPECIAL OR INCIDENTAL DAMAGE OR OTHER INDIRECT LOSS HOWEVER ARISING, WHETHER OR NOT NAQEL HAD KNOWLEDGE THAT SUCH DAMAGE MIGHT BE INCURRED INCLUDING, BUT NOT LIMITED TO LOSS OF INCOME, PROFITS, INTEREST, UTILITY OR LOSS OF MARKET.

6. LIABILITIES NOT ASSUMED

a) NAQEL shall not be liable for any loss, damage, delay, non-delivery not caused by its own negligence, or for any loss, damage, delay, non-delivery caused by:

i. The Act, default or omission of the shipper or consignee or any other party who claims an interest in the shipment.

ii. The nature of the shipment or any defect, characteristic or inherent vice thereof.

iii. Violation by the shipper or consignee of any term or condition stated herein including, but not limited to, improper or insufficient packing, securing mailing or addressing, misdeclaring the contents of any shipment or failure to observe any of these rules relating to the shipment not being acceptable for transportation whether such rules are now or hereafter promulgated by NAQEL.

iv. Acts of God, perils of the air, public enemies, public authorities acting with actual or apparent authority or law, acts or omission of postal, customs or other government officials, riots, strikes or other local disputes, hazard incidents to a state of war, weather conditions, temperature or atmospheric changes or conditions, mechanical or other delay of any vehicle or any other means used in providing transportation services or any other cause reasonably beyond the control of NAQEL.

v. Acts of omissions of any postal service, forwarder or any other entity to whom a shipment is tendered by NAQEL for transportation, regardless of whether the shipper requested or had knowledge of such third party delivery requirement.

vi. Electrical or magnetic injury, erasure, or other such damage to electronic or photographic images or recordings in any form, or damage due to insects or vermin.

b) While NAQEL will endeavor to exercise its best efforts to provide expeditious delivery in accordance with regular delivery schedules, NAQEL will not under any circumstances be liable for delay in pickup, transportation or delivery of any shipment regardless of the causes of such delay.

7. MATERIALS NOT ACCEPTABLE FOR TRANSPORT

a) NAQEL will notify customer from time to time as to certain classes of materials which are not accepted by NAQEL for carriage. It is the customer's responsibility to accurately describe the shipment on this Waybill and to ensure that no material is delivered to NAQEL which has been declared to be unacceptable by NAQEL.

b) NAQEL will not carry property, the carriage of which is prohibited by any law, regulation, or instructions as well as any of the following materials or items: firearms / lewd, obscene or pornographic material / money orders/ bullion / currency / traveler's checks / cashier's checks / works of art / stamps / industrial cartons and diamonds/ negotiable instruments in bearer form / deeds / antiques/ jewelry / hazardous or combustible materials / precious metals / precious stones/ animals / plants.

c) In the event that any customer should consign to NAQEL any such item, as described above, or any item which the customer has undervalued for customs purposes or misdeclared, whether intentionally or otherwise the customer shall indemnify and hold NAQEL harmless from all claims, damages, fines and expenses arising in connection therewith, and NAQEL shall have the right to abandon such property and/or release possession of said property to any agent or employee of any national or local government claiming jurisdiction over such materials. Immediately upon NAQEL's obtaining knowledge that such materials infringing these conditions have been turned over to NAQEL for transport. NAQEL shall be free to exercise any of its rights reserved to it under this section without incurring liability whatsoever to the customer.

8. PACKAGING AND ADDRESSING

The packaging of the customer's documents or goods for transportation is the customer's sole responsibility, including the placing of the goods or documents in any

container which may be supplied by the customer to NAQEL. NAQEL accepts no responsibility for loss or damage to documents or goods caused by inadequate or inappropriate packaging. It is the sole responsibility of the customer to address adequately each consignment of documents or goods to enable effective delivery to be made. NAQEL shall not be liable for delay in forwarding or delivery resulting from the customer's failure to comply with its obligations in this respect.

9. NEGLIGENCE

The customer is liable for all losses damages, and expenses arising as a result of its failure to comply with its obligations under this agreement as a result of its negligence.

10. CHARGES

Any rates quoted by NAQEL for carriage are exclusive of any value added or sales taxes, duties, levies, imposts or outlays incurred in respect of carriage of the customer's goods. Should the customer indicate by endorsement in the space provided on the Waybill of lading that the receiver shall be liable for any amount, the customer shall be liable for such amount in the event of default in payment by the receiver, NAQEL will not be liable for any penalties imposed or loss or damage incurred due to the customer's documents or goods being impounded by authorities and the customer hereby indemnifies NAQEL against such penalty or loss.

11. PROPERTY

NAQEL will only carry documents or goods which are the property of the customer and the customer warrants that it is authorized to accept and is accepting these conditions not only on behalf of itself but as agent and on behalf of all other persons who may hereafter be interested in the documents or goods. The customer hereby undertakes to indemnify NAQEL against any damages, costs and expenses resulting from MY breach of this warranty.

12. CLAIMS

ANY CLAIMS AGAINST NAQEL MUST BE SUBMITTED IN WRITING TO THE OFFICE OF NAQEL NEAREST THE LOCATION WHERE THE SHIPMENT WAS ACCEPTED, WITHIN SEVEN (07) DAYS OF THE DATE OF ACCEPTANCE BY NAQEL. Notwithstanding any of the foregoing, no claim for loss or damage will be entertained until oil transportation charges have been paid.

13. NON-DELIVERY OF SHIPMENT

Notwithstanding the shipper's instruction to the contrary, the shipper, will be liable for all costs and expenses related to the shipment of the package, and for costs incurred in either returning the shipment or warehousing the shipment pending disposition.

14. INSURANCE

a) NAQEL maintains cargo liability insurance to the full extent of the liability offered to the shipper.

b) At the request of the shipper and upon payment therefore of the then prevailing rates, NAQEL will arrange insurance coverage on behalf of the shipper in an amount not exceeding _____ Dollars (US\$ _____).

c) The insurance cover shall be governed by all the terms and conditions contained in the policy of insurance issued by the insurance carrier. A certificate evidencing such insurance will be made available to the shipper.

d) CONSEQUENTIAL DAMAGES AND LOSS OR DAMAGE RESULTING FROM DELAYS IN TRANSPORTATION ARE NOT COVERED BY ANY SUCH POLICY OF INSURANCE.

THIS IS A NON NEGOTIABLE WAYBILL ALL SERVICES PROVIDED ARE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE OF SHIPPER'S COPY. BY SIGNING/ACKNOWLEDGING THIS WAYBILL, THE SHIPPER ACKNOWLEDGES THAT HE/SHE HAS READ THESE CONDITION'S AND AGREES TO BE BOUND BY EACH OF THEM. NAQEL'S LIABILITY IS LIMITED TO US\$ _____ IN TENDERING THIS SHIPMENT. SHIPPER AGREES THAT NAQEL SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE CARRIAGE HEREOF, NAQEL DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THIS SHIPMENT.