

Terms & Conditions

Agreement to Terms of Use

These Terms and Conditions of Use (the "Terms of Use") apply to all services provided by Brassfield Inc. DBA Colt Express, its subsidiaries and affiliates. Brassfield Inc. DBA Colt Express reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of the Services following the posting of changes will mean that you accept and agree to the changes.

Definitions

As used in the following terms and conditions of this agreement, "you" and "your" refer to the sender, its employees and agents. "We", "our" and "us" refer to Brassfield Inc. DBA Colt Express.

Right to Inspect

We reserve the right to and may, at our discretion, open and inspect your shipments after we receive them from you.

Responsibility for Payment

You will always be primarily responsible for all delivery costs, as well as any costs we may incur in returning a shipment to you or otherwise holding or disposing of such shipment if delivery cannot be completed.

Credit Terms

First orders are COD or on a credit card order basis. The privilege of net 30 terms is offered to customers who have submitted a satisfactory credit application with references for second and subsequent orders. Net 30, according to our interpretation, means payment is due within 30 days of the invoice date. Any past due balances will be accessed late fees and subject to credit hold.

Qualified Acceptance

We reserve the right to reject a shipment after acceptance but prior to delivery when such shipment may or would be likely to include goods on our prohibited and dangerous goods list, cause damage or delay to another shipment, our equipment or personnel, (or the equipment, personnel or other shipment of indirect or direct air carriers or other transportation providers) or if the transportation, handling, delivery or possession of such shipment and/or its

content is prohibited by law or is in violation of any applicable rule or regulation or the terms set forth herein.

Limitations on our Liability

If company is to receive freight that is packed by the shipper or his representative, it is the shippers responsibility to adequately pack and protect the goods to ensure safe transportation. The shipper is also obligated to properly label each item in order to prevent delay or errant dispatch. We will not be liable for loss, damage or delay caused by events we cannot control or reasonably foresee, including but not limited to acts of God, negligence or improper conduct of direct or indirect carriers or other transportation providers, fire, theft, perils of the air, weather conditions, mechanical delays, act of public enemies, war, strikes, work stoppages, civil commotions, or acts or omissions of public authorities (including customs and quarantine officials) with actual or apparent authority. We will not be liable for loss or damage to shipments of cash, currency or other prohibited items. Our current list of prohibited items is available upon request. WE WILL NOT BE LIABLE IN ANY CASE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OR PROFITS OR INCOME, WHETHER OR NOT WE KNEW THAT SUCH DAMAGES MIGHT BE INCURRED.

Claims

All claims must be made by you in writing:

Within ten (10) days of delivery of your shipment if your claim results from shortage, damage or delay; or within sixty (60) days after we accept your shipment if your claim results from non-delivery or overcharges. Your rights shall only be preserved if you notify us in writing of your claim within the applicable time period set forth herein. It is suggested that you send such written notice by certified electronic mail, return receipt requested, in order to evidence such notice. Within thirty (30) days after you notify us of your claim, you must send us all relevant information about it. We are not obligated to act on any claim until you have paid all delivery charges, and you may not deduct the amount of your claim from those charges. If the recipient accepts your shipment without noting any damage on the delivery record, it will be assumed that the shipment was delivered in good condition. In order for us to process your claim, you must, to the extent possible, make the original shipment available for inspection.

Confidential Information

"Confidential Information" includes our, but is not limited to, rates, descriptive material, specifications, sales and customer information, our business policies or practices, information received from others that we are obligated to treat as confidential, and other materials and information of a confidential

nature. You shall not use any Confidential Information other than for purposes of evaluation in connection with our products and services or as otherwise expressly authorized by the us. Confidential Information may be disclosed, reproduced, summarized or distributed only in pursuance of your business relationship with us.

Termination of services

Brassfield Inc. DBA Colt Express requires a written thirty (30) day notice to cancel or change contracted services.