



TERMS AND CONDITIONS

1. In tendering the property described herein for carriage, the Shipper agrees to these Conditions of Contract, which no agent of the parties may alter, and that this Airbill is non-negotiable and has been filled out by the Shipper or on his behalf by the Forwarder.
2. It is mutually agreed that the property is accepted on the date hereof, in apparent good order (except as noted) for carriage as specified herein, subject to the rules, regulations, rates and charges contained in the Forwarder's guides in effect on this date of shipment, which are filed in accordance with law. Said guides are available for inspection by the parties hereto and are hereby incorporated into and made part of this contract.
3. The Shipper, Consignee and other party named herein, shall have separate and joint liability to pay to the Forwarder all charges due in accordance with this contract, and to pay or indemnify the Forwarder for all claims, costs or other sums which may be incurred by the Forwarder by reason of any violation of these conditions of contract or any other default of the Shipper, Consignee or their agents. The Forwarder has a lien on the property for all unpaid charges past or present.
4. All formal claims for loss, damage or overcharge in connection with this property must be received, in writing, by the Forwarder at the General Office address, within 90 days from this date of shipment subject to the limits of liability contained in the Forwarder's Rule Guide. Loss or damage, which has been discovered by the Consignee after delivery and a clear receipt, has been given to the Forwarder, must be reported in writing to the Forwarder within 7 days from the date of delivery. Merchandise must be retained in original container/box with privilege to Forwarder to inspect the container (s) and content within 15 days after receipt of such notice. Forwarder shall not be liable for special or consequential damages. No claim for loss or damage will be entertained until all transportation charges have been paid.
5. Shipments will be routed by the Forwarder, and may be diverted to motor or other carrier as per Rules Guide, and will be delivered to the Consignee named herein, at points where delivery service is available subject to the Forwarder's Pickup and Delivery Guide, unless other instructions have been provided by the Shipper herein under "Service Level" Carriage will be performed with reasonable dispatch.
6. All weights entered on the Airbill are subject to correction by the Forwarder and if Dimensional Weight applies as per Forwarder's Rules Guide, the dimensions of the pieces must be entered on the Airbill in the space provided, in inches, Length X Width X Height equals Cubic Inches divided by (Domestic 194, International 166).
7. Any article susceptible to damage by ordinary handling must be adequately protected by proper packing and must be marked or bare appropriate labels.
8. The Shipper acknowledges in the event of loss or damages of a domestic shipment not traveling under a declared value or insured amount the Forwarder's liability shall be \$.50 per pound multiplied by the number of pounds of that part of shipment lost or damaged (but not less than \$50.00 per shipment) plus the amount of any transportation charges for which Forwarder has been paid for such part of the shipment lost or damaged.
9. The Shipper acknowledges in the event of loss or damages of an international shipment not subject to the Warsaw Convention per clause 16 and not traveling under a declared value or insured amount shall be considered to be traveling at a released value of \$9.07 per pound (but not less than \$50.00 per shipment) plus the amount of any transportation charges for which the Forwarder has been paid for such part of the shipment lost or damaged.
10. The Shipper acknowledges that he has the opportunity to declare the value or insure the property at the time of tender to the Forwarder and if so declared on the face of the Airbill as "Declared Value" or "Insurance Amount" will be subject to charges as specified in Forwarder's Rules Guide. For shipment where Declared Value or Insured amount is \$100,000 or greater, contact Forwarder in advance for authorization.
11. For COD shipments, the amount of the COD must be inserted in the COD portion of the Forwarder Airbill. The shipment will also be insured for the COD amount. The Forwarder will under no circumstances be responsible for the form of payment by Consignee unless specifically requested otherwise, in writing, by Shipper. Forwarder will not be liable for any fraudulent certified or cashiers checks. Applicable charges for handling a COD shipment will be billed.
12. All shipments may, at Forwarder's option, be opened and inspected.
13. As to the shipment herein described, the Forwarder shall not be liable for any loss or damage thereto or delay caused by an Act of God, the public enemy, the authority of law, the act or default of the Shipper, the inherent nature or vice of the shipment or compliance or non compliance with delivery or special instructions.
14. If the Consignee or other party entitled to receive the property has not received or removed it after tender for delivery or notice of arrival, Forwarder will hold the shipment subject to storage charges after 72 hours, with the right to sell the shipment at public or private sale not less than 30 days after having given written notice thereof to the Shipper. Forwarder will pay itself out of the net proceeds of the sale for all charges due it and remit the balance to the Shipper.
15. Forwarder shall not be liable for any consequential or special damages whether or not the Forwarder knew that such damages might be incurred. Forwarder assumes no obligation to commerce or complete transportation within a certain time.
16. International air carriage is subject to the rules relating to liability established by the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Warsaw, October 12, 1929 and other amendments.
17. All invoices not paid in full within 30 days of invoice date will be subject to a charge of 1.5% per month of total invoice balance.
18. It is mutually acknowledge that any and all legal/collections fees incurred by Forwarder associated with the cost of collecting for this specific shipment shall become the responsibility of the Shipper and/or the Consignee.

Signature of Shipper

Date

Signature of AFPlus Witness

Date

Company:

****Please fax signed copy to (410) 768-9452**