

# **ACCURATE FREIGHT SYSTEMS, LLC. TERMS AND CONDITIONS OF CONTRACT**

1. In tendering this shipment for carriage, the Shipper agrees to these TERMS AND CONDITIONS OF CONTRACT which no agent or employee of the parties may alter. This ACCURATE FREIGHT SYSTEMS, LLC airbill is non-negotiable and has been prepared by the Shipper or on Shipper's behalf by ACCURATE FREIGHT SYSTEMS, LLC. As used in this Contract, "Forwarder" means ACCURATE FREIGHT SYSTEMS, LLC and its authorized agents.

2. The Shipper agrees that carriage and other services performed hereunder are subject to these conditions and to the rates, rules and classifications set forth in the Forwarder's currently incorporated into this Contract by reference.

3. The Shipper must indicate in the designated area on the face of the airbill the type of service requested. If the type of service is not indicated, the shipment will be rated at the highest applicable tariff rate.

4. In tendering the shipment for carriage, the SHIPPER WARRANTS that the shipment(s) is packaged adequately to protect the enclosed goods and to ensure safe transportation with ordinary care and handling, and that each package is appropriately labeled and, except as noted, is in good order and condition.

5. All shipments may, at Forwarder's option, be opened and inspected; however, Forwarder is not obligated to perform such inspection.

6. Forwarder is not liable for any loss, damage, delay, misdelivery, non-delivery or other results caused by (a) the act, default or omission of the Shipper, Consignee or any other party who claims interest in the shipment, including any breach of the warranty set forth in paragraph 4 above; (b) the nature of the shipment or any defect, characteristic or inherent vice thereof; (c) violation by the Shipper or Consignee of any of these terms and conditions of Contract; (d) act of God, public enemies, public authorities acting with actual or apparent authority, authority of law, quarantine, riots, strikes, and commotions, or hazards or dangers incident to a state of war; (e) compliance or non-compliance with delivery or special instructions; or (f) weather conditions or mechanical delay of aircraft or other equipment.

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

8. IN CONSIDERATION OF FORWARDER'S RATE FOR THE TRANSPORTATION OF ANY SHIPMENT, WHICH RATE IS, IN PART, DEPENDENT UPON THE VALUE OF THE SHIPMENT, THE SHIPPER AND ALL OTHER PARTIES HAVING AN INTEREST IN THE SHIPMENT AGREE THAT THE LIMIT OF FORWARDER'S LIABILITY SHALL BE THE LESSER OF: (A) THE AMOUNT OF ANY DAMAGES ACTUALLY SUSTAINED; OR (B) WHICHEVER OF THE FOLLOWING GREATER:

1. THE SHIPPER'S DECLARED VALUE STATED ON THE FACE HEREOF; OR

2. \$0.50 PER POUND MULTIPLIED BY THE WEIGHT OF ENTIRE SHIPMENT; OR

3. \$50 PER SHIPMENT

PLUS THE AMOUNT OF THE FORWARDER'S TRANSPORTATION CHARGES APPLICABLE TO THAT PART OF THE SHIPMENT LOST, DAMAGED BEYOND ECONOMICAL REPAIR, OR DELAYED, IN THE ABSENCE OF A DECLARATION OF VALUE BY THE SHIPPER ON A C.O.D. SHIPMENT AND WHEN THE WORD 'NVD' OR 'NO VALUE DECLARED' DO NOT APPEAR ON THE FRONT OF THE AIRBILL AT THE TIME OF SHIPMENT, THE C.O.D. AMOUNT WILL BE CONSIDERED THE SHIPPER'S DECLARED VALUE FOR CARRIAGE AND ADDITIONAL FEES WILL BE CHARGED FOR DECLARED VALUE.

9. It is the responsibility of the Consignee to note in writing any damage or exception to the freight at the time of delivery. Receipt by the person entitled to delivery of the shipment without complaint is prima facie evidence that the same has been delivered in good condition and in accordance with the contract of carriage.

10. The Shipper and the Consignee shall be liable, jointly and severally, (a) for all unpaid charges payable on account of a shipment pursuant to this Contract, and (b) to pay or indemnify Forwarder for all claims, fines, penalties, damages, costs or other sums which may be incurred by Forwarder by reason of any violation of this Contract or any other default of the Shipper or Consignee or their agents.

11. Forwarder shall have a lien on this shipment for all sums due and payable to Forwarder.

12. In the event of failure or inability of the Consignee to take delivery of the shipment, Forwarder will notify Shipper in writing at the address shown on the airbill and request disposition instructions. If the Shipper fails to provide disposition instructions within 30 days after the date of Forwarder's notice, Forwarder may dispose of the shipment at public or private sale and pay itself out of the proceeds to satisfy the transportation charges owing on the shipment. Any sums collected by Forwarder in excess of such transportation charges or costs incurred by Forwarder will be paid to the Shipper. No sale or disposal pursuant to this rule will discharge any liability or lien to any greater extent than the proceeds thereof. The Shipper and the Consignee shall remain liable, jointly and severally, for any deficiency.

13. Forwarder will exercise due diligence in routing shipments, in the absence of specific contrary instructions by the Shipper on the airbill, Forwarder may divert any shipment to surface transportation in order to expedite its movement. Regardless of the method of transportation employed, the Forwarder's airfreight charges from origin to destination will apply.

14. Damage or loss discovered by the Consignee after delivery and after a clear receipt has been given to the Forwarder must be reported in writing to the Forwarder within 15 days after delivery of the shipment with privilege to the Forwarder to inspect the shipment and its container(s) and packing material within 15 days after receipt of such notice.

15. Claims for loss, damage or delay must be made in writing and received by the Forwarder within a period of 120 days after the date of acceptance of the shipment by the Forwarder.

16. No claims with respect to a shipment, any part of which is received by the Consignee, will be entertained until all transportation charges have been paid.

17. Claims for overcharges or duplicate billings must be made in writing and received by Forwarder within 180 days from the acceptance date of the shipment.

18. Forwarder shall not be liable in any action unless a claim has been filed and an action is brought within 1 year after the date written notice is given to the claimant that Forwarder has disallowed the claim in full or in part. (On shipments to Canada, action for damaged freight must be brought within 2 years from the date the shipment should have arrived.)

19. International air carriage, including carriage to Canada, is subject to the rules relating to the liability established by the Convention for the Unification of Certain Rules, relating to International Carriage by Air, signed at Warsaw, October 12, 1929.

20. To the extent that it is not governed by Federal Law, this Contract and the currently effective Rules Tariff, Service Guide or supplement, which are incorporated by reference, shall be construed and the performance of the transportation hereunder shall be determined in accordance with the laws of the State in which the shipment is accepted by the Forwarder.

21. All charges are due and payable fifteen (15) days from date of shipment.

22. Any payment which is past due shall be subject to an additional charge at a rate of 1 1/2% per month of the outstanding balance due, or the highest rate of interest permitted by applicable law, whichever is less.

23. In the event ACCURATE FREIGHT SYSTEMS, LLC has to retain an attorney or commence legal proceedings to enforce any portion of this Contract, the Shipper or Consignee shall be liable for such costs and reasonable attorney's fees.

24. Insurance coverage is based on the Forwarder/Carrier's open insurance policy in effect on the date of the shipment. Failure to properly complete the INSURANCE OPTION on the face of this shipping document shall void the coverage this option affords. Failure to insert at least the full invoice value of the shipment shall reduce any insurance payment proportionally by the applicable percentage that the shipment was so under-insured. There are exception and/or special insuring conditions to the insurance option. Contact Forwarder/Carrier for details, as the cargo insurance policy is subject to limits, terms and conditions and shall be construed to be a contract directly between the shipper and insurer.

25. Shipper certifies that the particulars on the face hereof are correct and that insofar as any part of the consignment contains Dangerous Goods, such part is properly classified and described by name, and is in proper condition for carriage by air according to the applicable Dangerous Goods Regulations.

26. The agreed stopping places (which may be altered by Carrier in case of necessity) are those places, except the place of departure and the place of destination, set forth, on the face hereof or shown in Carrier's timetables as scheduled stopping places for the route.

27. Cargo items tendered for air transportation are subject to aviation security controls by air carriers and when appropriate other government regulations. Copies of all relevant shipping documents showing all cargo's consignee, consignor, description, and other relevant data will be retained on file for at