



## Conditions of Contract

- 1) As used in this Contract, "Forwarder" means Cargo Logistics Group, Inc. and "carrier" includes the Forwarder and all carriers which transport goods hereunder or perform any other services related to such goods. Carriage to be performed hereunder by several successive carriers shall be deemed a single operation.
- 2) Carriage and other services to be performed by the Forwarder hereunder are subject to: (a) applicable laws, government regulations, orders and requirements; (b) the provisions set forth in the Contract. No agent, servant or representative of the Forwarder has authority to alter, modify or waive any provision of this Contract.
- 3) Except as applicable laws may otherwise require, the Forwarder shall not be liable to the shipper or any other person for any damage or loss of any nature (hereinafter collectively referred to as "damage") arising out of or in connection with the carriage of goods, unless such damage is proved to have been caused by the negligence or willful fault of the Forwarder and there has been no contributory negligence on the part of the shipper, consignee or other claimant. The Forwarder shall not be liable for any damage directly or indirectly caused by (i) acts of God, public enemies, public authorities, quarantine, riots, strikes, civil disorders, commotions or hazards or dangers incident to a state of war; (ii) any default by the shipper or consignee; (iii) the nature of the shipment, or any defect, characteristic or inherent vice thereof; (iv) violations by the shipper or consignee of any of the conditions of the Contract; or (v) compliance with laws, governmental regulations, orders or requirements of any jurisdiction, or from any other cause beyond the control of the Forwarder.
- 4) Limits of Liability. The charges for carriage hereunder have been in part based upon either the value declared by the shipper or, in the absence of such declared value, the Forwarder's limitation of liability. The liability of the Forwarder shall in no event exceed the shipper's declared value stated on the face of the waybill, and, in the absence of such declared value and payment of the additional charges for such excess valuation, the liability of the Forwarder shall not exceed the sum of the amount determined by multiplying the weight of that part of the shipment which is lost, destroyed or damaged by the following applicable amounts: (A) for international shipments and shipments to and from Puerto Rico, U.S. \$9.07 per pound, U.S. \$20.00 per kilogram; (B) for domestic shipments, \$.50 per pound; and the freight charges applicable to the portion of the shipment which is lost, destroyed or damaged. Notwithstanding the foregoing, the liability of the Forwarder for a domestic shipment shall not be less than \$50.00 plus the applicable freight charges for the part of the shipment which is lost, damaged or destroyed. In the absence of a declaration of value by the shipper on a C.O.D. Shipment, the declared value shall be deemed to be the C.O.D. amount to be collected. If the shipper, in writing or endorsement of the waybill, authorizes the Forwarder to accept the consignee's check made payable to the shipper in payment of the C.O.D. amount, the Forwarder's sole responsibility shall be to secure the check and to exercise due care and diligence in forwarding it to the shipper. The weight used to determine the Forwarder's limit of liability on a shipment, or part thereof, shall be the same as that which is used (or on a pro rata basis in the case of a partial shipment) to determine the transportation charged for such shipment. Shipments with a declared value for carriage in excess of \$10,000 will be accepted for carriage only upon advance arrangements with the Forwarder. Shipments containing certain articles will NOT be accepted for transportation. These articles include, but are not limited to: shipments prohibited by law, gold, silver, money and all like valuables, artwork, antiques, furs, watches, personal effects, original film prints, original wearing apparel designs and hazardous waste. The Forwarder shall not be liable for any loss, damage or delay of the foregoing articles, however described or misdescribed. The Forwarder will not be liable for any consequential or special damages regardless of whether or not the Forwarder had knowledge such damages might be incurred. All claims shall be subject to proof of value. For some international shipments, the Forwarder reserves the option to act as an agent of the airline, instead of as a Forwarder, in which event the direct airline's tariffs shall apply to those shipments.
- 5) The shipper and the consignee shall be jointly and severally liable for the payment of all charges and advances. The Forwarder shall have a lien on the shipment for all amounts due and payable to the Forwarder. The shipper and the consignee shall jointly and severally indemnify the Forwarder for all claims, fines, penalties, damages, costs and other amounts which may be incurred by or imposed upon the Forwarder by reason of any breach by the shipper or the consignee of any of the provisions of the Contract.
- 6) It is agreed that no time is fixed for the completion of carriage hereunder and that the Forwarder may without notice substitute alternate carriers or modes of transportation. The Forwarder assumes no obligation to carry the goods by any specified aircraft or carriers or over any particular route or routes or to select or deviate from the route or routes of shipment, notwithstanding that the same may be stated on the face of the waybill.



7) The Forwarder is authorized, but shall have no obligation, to advance any duties, taxes or charges and to make any disbursements with respect to the goods, and the shipper, owner and consignee shall be jointly and severally liable to reimburse the Forwarder for the amount of such disbursements. No carrier shall be under obligation to incur any expense or to make any advance in connection with the forwarding or reforwarding of the goods except against satisfactory arrangements for prepayment or repayment by the shipper.

8) Except as otherwise specifically provided in the Contract, delivery of the goods will be made only to the consignee named on the face of the waybill, unless such consignee is one of the carriers participating in carriage, in which event delivery shall be made to the person indicated on the face of the waybill as the person to be notified. In the absence of other instructions, notice of arrival of the goods will be sent to the consignee, or the person to be notified, by ordinary methods, and the Forwarder shall not be liable for non-receipt or delay in receipt of such notification. In the event of failure of the consignee to claim the shipment after notification of arrival, the Forwarder will hold the shipment subject to storage charges and/or will dispose of the shipment at public or private sale not earlier than 30 days after sending notice by mail to the shipper and the consignee. The Forwarder shall pay itself out of the proceeds of such sale all sums due and payable, including, without limitation, storage charges.

9) Claims Procedure and Limitations of Action. (a) No claim shall be honored for damage, loss, or nondelivery whether discovered at the time of delivery or thereafter, unless notice in writing is presented to an office of the Forwarder within seven (7) days from the date of receipt of the shipment. The carrier shall have the right to make inspection of the shipment, its contents, and all packaging materials. (b) A claim form for damages, loss, or nondelivery must be submitted in writing along with supporting documentation, to the Forwarder within (120) days from the date of issuance of the waybill. (c) Claims for overcharge or duplicate billing must be filed in writing with the Forwarder within one (1) year after the acceptance of the consignment by the Forwarder. (d) No claims with respect to a shipment, any part of which is received by the consignee, will be considered until all transportation charges that have been paid. Claims may not be deducted from the transportation charges. (e) No action shall be maintained against the Forwarder for any loss, damage, or nondelivery or for overcharge or duplicated billing, unless such action is instituted within one (1) year (two (2) years if an international shipment for carriage outside the United States) from the date on which the Forwarder has disallowed the claim in whole or in part.

10) In tendering the shipment for carriage hereunder the shipper warrants that the shipment is packaged to protect the goods. Uncrated, unprotected, or improperly packaged merchandise is handled by the Forwarder on a "hold harmless" basis, and liabilities will not be assumed in the event of damage to any such merchandise. The shipper shall comply with all applicable laws, customs and other governmental regulations of any country to, from, through or over which the goods may be carried, including those relating to the packaging, carriage, or delivery of the goods, and the shipper shall furnish such information and attach such documents to the waybill as may be necessary to comply with any of such laws, customs and regulations. The Forwarder shall not be liable to the shipper or any other person for loss, damage, delay or expense arising out of the shipper's failure to comply with any such laws, customs or regulations.

11) The Forwarder may at its option, open and inspect the shipment, but shall have no obligation to do so.

12) If transportation hereunder is between the United States or one of its territories or possessions and a foreign country, it will be subject to the Warsaw Convention (49 Stat. 3000; T.S. 876) (the "Convention") if such transportation is "international transportation" as defined in Article 1 of the Convention. In such event, the provisions of the Convention, including limitation of liability, times for presenting written claims and time for suit, will apply to transportation hereunder, and the other provisions on both sides of this waybill shall remain applicable to the extent such provisions are not in conflict with those of the Convention.

13) To the extent that any provision of this Contract is held to be unenforceable as contrary to any applicable law or governmental regulation, such provision shall be effective to the extent that it is not held to be unenforceable. The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision hereof.

**The above conditions of contract apply to ALL shipments tendered to Cargo Logistics Group, Inc. by any shipper and/or its representatives.**