

TERMS & CONDITIONS

- 1) In tendering the shipment described herein for carriage, Shipper agrees to these Terms and Conditions of Contract which no agent or employee of the parties may alter, and that this waybill is non-negotiable and has been prepared by him or on his behalf.
- 2) It is mutually agreed that the shipment described herein is accepted on the date hereof in apparent good order except as noted (contents and condition of contents of packages unknown) for carriage, subject to governing classifications and tariffs in effect as of the date hereof. Said classifications and tariffs are available for inspection by the parties hereto and are hereby incorporated into and made part of this contract. Tariffs will not apply when quotations are given by carrier for an individual shipment.
- 3) Unless Shipper states an agreed value and agrees to pay the additional "Declared Value Fee", Carrier's Liability for lost or damaged domestic cargo is limited to \$0.50/lb. or \$50.00 whichever is greater. The declared value may not exceed the actual value of the cargo. For international shipments, see Paragraph 14.
- 4) Shipper must enter the amount of any shipper's C.O.D, which shall be collected subject to the fee and rules of the delivering carrier.
- 5) Carrier's routing applies unless Shipper inserts specific routing.
- 6) Delivery will be made by the delivering carrier to the Consignee at a point where delivery service is available, unless instructions to deliver at city terminal or airport terminal are specified by Shipper under Special Instruction.
- 7) If Dimensional Weight applies, show dimensions in inches on waybill Thus: Length x Width x Depth = Cubic inches
- 8) Actus Logistics LLC will not be responsible for any consequential damages resulting from loss or delay of shipment. Under no circumstances, including but not limited to, loss of income or profits, will carrier's liability be greater than the actual value of the cargo which may have been lost or damaged. Unless shipper has declared the value of the cargo and agreed to the additional fee, Carrier's liability is limited to \$.50/lb. or \$50.00, whichever is greater.
- 9) Shipper agrees by signing the air bill to be responsible for all freight charges if unable to collect from consignee or third party within 30 days from invoice date.
- 10) Notice of intent to file claims for damage must be made within 48 hours, notice of intent for concealed damage must be made within 72 hours of receipt and consignee must retain original shipping carton and contents and make them available for inspection. A formal claim must be filed within ninety (90) days on shipments in which damage and/or shortages have been noted on the proof of delivery. Claims for overcharges must be presented to Actus Logistics LLC, within 90 days of the shipping date.
- 11) Cargo liability insurance is not automatically provided. Insured value is not to exceed the actual value of the goods. Shipments (insured and uninsured) must be packed to withstand the normal hazards of transportation for any claim to be valid. Insurance is not available for furs, gold or other precious metals, works of art, personal effects, household goods, or certain other commodities. You may procure insurance coverage by agreeing to pay an additional charge assessed at a standard rate of \$.50 per \$100.00 of value and by declaring a value for carriage on the front of the waybill.

TERMS & CONDITIONS CONT'D

- 12) Declared Value Coverage (Legal Liability Coverage) raises the financial legal liability of a carrier beyond the limitations stated on the carrier's or forwarder's freight bill, tariff or other contract of carriage. The following conditions apply to Legal Liability Coverage a) Coverage must be requested and paid for prior to transportation b) Declaring value takes liability amount up to the amount declared c) The claimant must prove the measure of damages claimant d) Shipper must also provide proof of the shipment's value e) Should the carrier conclude that it was negligent in handling the shipment and there is liability, the carrier will reimburse the claimant for those damages f) Should loss or damage occur, the amount of payment cannot exceed the amount of requested declared value
- 13) 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, at Warsaw, October 12, 1929.
- 14) Carrier liability on international air shipments is \$50.00 minimum or \$9.07 per lb (\$20.00/kilo), whichever is greater, unless a higher value is declared with associated premium. Carrier liability on international ground shipments to or from Canada is \$25.00 per \$100lbs and \$25.00 per piece. Carrier liability on international ground shipments to or from Mexico is \$25.00 per metric ton (2200 lbs). The maximum liability on international ocean shipments is \$500 with respect to the contents of each such container or shipping units in compliance with the U.S. Carrier of Goods by Sea Act (COGSA), unless a higher value is declared with associated premium
- 15) The Shipper shall comply with all applicable laws and government regulations of any country to, from, through or over which the goods may be carried, including those relating to the packing, carriage or delivery of the goods, and shall furnish such information and attach such documents to this airbill as may be necessary to comply with such laws and regulations. Carrier is not liable to the shipper for loss or expense due to the shipper's failure to comply with this provision.