

## EXPEDITED WORLDWIDE SOLUTIONS, LLC DOMESTIC TERMS AND CONDITIONS

### **IACSSP**

**Expedited Worldwide Solutions, LLC** is in compliance with its FAA approved Indirect Air Carrier Security Program in accordance with F.A.R. part 109 and our IAC number assigned by the TSA is NC. Cargo accepted from an unknown shipper(s) has either been screened by us or identified by us for screening by the passenger air carrier. This IAC understands that any intentional falsification of certifications to an air carrier may be subject to both civil and criminal penalties under 14 CFR 108.4 and title 18 USC1001.

### **TERMS AND CONDITIONS**

#### **Definitions**

On this waybill, "Forwarder" refers to Expedited Worldwide Solutions, LLC, its employees, and agents. "Shipper" on this contract means the party from whom the shipment is received, the party who requested the shipment be transported by Forwarder, and party having an interest in the shipment, and any party who acts as an agent for any of the above.

#### **Agreement to Terms**

In tendering this shipment, the shipper agrees to these Conditions of Contract of Carriage, which no agent or employee of the parties may alter, and that this shipping document is non-negotiable and has been prepared by the shipper. The shipper certifies and represents to Forwarder that the information inserted on the face of this shipping document is complete and accurate. It is agreed among the parties involved that the conditions of contract of carriage for this shipment are governed by Forwarder's service guide, available for inspection at Forwarder's office, and which is hereby incorporated into this contract, and a copy of which will be supplied upon request. Except to the extent of any written contract between shipper and Forwarder, this shipping document supersedes and negates any claimed, alleged or asserted oral or written contract, promise, representation or understanding between the parties with respect to this shipment.

#### **Packaging**

Shipper warrants that each package in this shipment is properly and completely described on this shipping document, is properly marked and addressed, is packaged adequately to protect the enclosed goods to ensure safe transportation with ordinary care in handling, and except as noted, is in good order and condition.

#### **Shortages/Damages**

At time of delivery, the consignee must note on the delivery receipt any exceptions to the shipment that would indicate a discrepancy (shortage in the shipment or damage to the containers). The consignee may not inspect the contents of the containers until the consignee signs for the shipment on the delivery receipt. NOTE: Such notations as "subject to inspection" and "subject to recount" are not exceptions.

NOTE: A shipment in which delivery is made in exchange for a clear delivery receipt shall be prima facie evidence of having received the shipment in apparent good condition.

NOTE: Under no circumstances shall Forwarder be liable for loss and/or damage to external shipping container of any kind.

### **Filing a Claim**

A. All claims on air shipments (except concealed loss/damage) must be received in writing by Forwarder within 90 days after Forwarder accepted the shipment. Notice of concealed loss/damage must be received in writing by Forwarder within fourteen (14) days after delivery. Legal action to enforce a claim must be brought within one (1) year after the claim has been denied in writing by the Forwarder, in whole or in part. The parties hereto waive all rights and remedies under 49 U.S.C 14706 (e).

B. Notification of potential claims on ground shipments (except concealed loss/damage) must be received by Forwarder within fifteen (15) days of the date of delivery or, in the event of total loss of the shipment, the date the shipment should have been delivered. Notice of concealed loss/damage must be received in writing by Forwarder within seven (7) days after delivery. All claims must be received in writing by Forwarder within nine (9) months of the date the shipment did or should have delivered. Any civil action on a claim must be brought within two (2) after the claim has been denied in writing by the Forwarder, in whole or in part.

NOTE: The expiration of these time periods shall be complete and absolute defense to any such action or proceeding, without regard to any mitigating or extenuating circumstance or excuse.

No claim for loss/damage to any shipment shall be honored until all carriage charges for such shipment have been paid. The amount claimed may not be deducted from carriage charges.

### **Concealed Damage/Loss**

If the consignee accepts the shipment without noting any damage on the delivery record, this will be prima facie evidence that the shipment was delivered in good condition. For the claim to be processed, the shipment, together with the shipping cartons and packaging, must be available for inspection.

### **Limits of Liability and Limitations Not Assumed**

The parties hereto waive all rights and remedies under 49 U.S.C 14706 (a)(1). Forwarder shall not be liable in any event for any special, incidental or consequential damages, including but not limited to loss of profits, income, interest, utility or loss of market, whether or not Forwarder had knowledge that such damages might be incurred. Forwarder's liability, in absence of a higher declared value for carriage, is limited to \$50.00 per shipment or \$0.50 per pound, per piece, of cargo lost, damaged, misdelivered or otherwise adversely affected, whichever amount is greater, but in no event shall amount exceed the actual invoice value of the goods or damages sustained by shipper. This limitation is further subject to provisions as published in Forwarder's service guides if and as applicable in effect at the time of this shipment. Declared values for carriage in excess of \$0.50 per pound, per piece, shall be subject to an excess valuation charge. The charge for each additional \$100 of declared value is \$0.85. Declared value does not constitute cargo insurance.

Unless each piece of the shipment has a declared value stated and is specifically identified on the Forwarder's shipping document at the time of the shipment and is so identified on the delivery receipt as being lost, damaged, destroyed, or otherwise adversely affected at time of delivery, Forwarder shall be liable for the "average declared value" of the shipment. The "average declared value" of the shipment shall be determined by first dividing the total declared value of the shipment by the total weight of the shipment. This figure, multiplied by the packaged weight of the piece(s) adversely affected, shall then establish the amount of Forwarder's liability. The total declared value amount must be inserted in the Declared Value box on the face of this shipping document. Forwarder's liability shall in no event exceed the actual invoice value of the goods adversely affected.

Forwarder shall not be liable for loss, damage, delay or monetary loss of any type caused by: Acts of Gods; public authorities acting with actual or apparent authority; strikes; labor disputes; weather; mechanical failures; aircraft failures; civil commotions; acts or omissions of customs or quarantine officials; the nature of the freight or any defects thereof; public enemies; hazards incident to a state of war; acts of terrorism; and by acts, defaults or omissions of the shipper or consignee for failure to observe the terms and conditions of the contract of carriage contained in this shipping document, including but not limited to improper packaging, marking, incomplete/inaccurate shipping instructions and the rules relating to freight not acceptable for transportation or freight acceptable only under certain conditions outlined below.

#### **Restricted/Unapproved Commodities**

Unless otherwise expressly provided in Forwarder's service guide and subject to any conditions or restrictions contained therein, the following articles will not be accepted for carriage: any shipment prohibited by law; original works of art, antiques, bonds, coins of any kind, currency, currency equivalents, live animals, furs, fur clothing, gems or stones (cut or uncut), industrial diamonds, gold or silver, coined concentrates, jewelry (other than costume jewelry), pearls, precious metals, securities (negotiable), time sensitive written material (e.g., bids, contract proposals, etc), when the declared value exceeds \$0.50 per pound; household goods and/or personal effects, one-of-a-kind articles or models, prototypes, valuable rugs (i.e., Oriental rugs, Persian rugs) and prints or lithographs when the total declared value of the shipment exceeds \$500.00 or when the declared value exceeds \$0.50 per pound, per piece; and such other articles provided in Forwarder's governing service guide. Forwarder shall not be liable for any loss, damage, delay, liabilities or penalties resulting from the transportation of any of the foregoing articles, however described or misdescribed in this shipping document, and no employee of agent or Forwarder has any authority to accept for transportation such articles or to waive the limitations herein contained.

#### **Insurance**

Insurance coverage is based on the Forwarder's open insurance policy in effect on the date of the shipment. Failure to properly complete the insurance option on the front 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 proportioned by the applicable percentage that the shipment was so under-insured. There are exceptions and/or special insuring conditions to the insurance option. Contact Forwarder 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 the insurer.

#### **Collect on Delivery (COD) Service**

Unless inserted otherwise on the face of this shipping document, the C.O.D. amount of the shipment shall be deemed to be the declared value for carriage amount. This declared value for carriage amount in excess of \$0.50 per pound, per piece, shall be subject to an excess valuation charge.

Collect on Delivery (C.O.D.) service is provided under the following conditions: a) shipper must identify the shipment as a C.O.D. shipment by entering the amount to be collected in the "Shipper's C.O.D. Box" on the front of this shipping document, b) shipper must specify the type of payment to be received (e.g., cash, check, money order or cashier's check) in the "Special Handling Instructions" on the front of this shipping document and c) Forwarder and shipper agree that Forwarder does not guarantee nor verify that a check, money order, or cashier's check or other such financial instrument is valid or negotiable. All payments are collected at shipper's risk.

**Responsibility for Payment**

The shipper and the consignee shall be liable jointly and severally for all unpaid charges payable on account of this shipment pursuant to this contract and to pay or indemnify Forwarder for claims, fines, penalties, damages, costs (storage, handling, reconsignment, return of freight to shipper, etc.) 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.

**Indemnity**

Shipper and consignee shall hold Forwarder and its agents harmless for loss/damage/delay or any monetary losses which are a result of auxiliary services including but not limited to local cartage, crating, uncrating, packing, and unpacking which are requested by the shipper or consignee and arranged by Forwarder as a customer service unless such services are actually performed by Forwarder or its agents.

**Right to Inspect/Reject**

This shipment is subject to inspection by Forwarder; however, Forwarder is not obligated to perform such inspection. Shipments are subject to security controls by carriers and, where appropriate, by government agencies. Copies of shipping documents will be retained until the shipment is delivered.

Forwarder reserves the right to reject a shipment when such shipment would be likely to cause delay or damage to other shipments, equipment, or personnel or if the shipment is prohibited by law, or if the shipment would violate any terms of this waybill or Forwarder's current Service Guide.

**Indirect Air Carrier Standard Security Program**

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 the cargo's consignee, description, and other relevant data will be retained on file.