



# DOUBLE ACE CARGO, INC

## Standard Contract Terms and Conditions for Merchandise Warehousemen

(Approved and promulgated by American Warehouse Association, October 1968; revised and promulgated by  
International Warehouse Logistics Association, January 1998)

### ACCEPTANCE - Sec. 1

- (a) This contract and rate quotation including accessorial charges endorsed on or attached hereto must be accepted within 30 days from the proposal date by signature of depositor on the reverse side of contract. In the absence of written acceptance, the act of tendering goods described herein for storage or other services by warehousemen within 30 days from the proposal date shall constitute such acceptance by depositor.
- (b) In the event that goods tendered for storage or other services do not conform to the description contained herein, or conforming goods are tendered after 30 days from the proposal date without prior written acceptance by depositor as provided in paragraph (a) of this section, warehouseman may refuse to accept such goods. If warehouseman accepts such goods, depositor agrees to rates and charges as may be assigned and invoiced by warehouseman and to all terms of this contract.
- (c) This contract may be canceled by either party upon 30 days written notice and is canceled if no storage or other services are performed under this contract for a period of 180 days.
- (d) If the cargo remains in the terminal 30 days after date of issuance of this document Double Ace Cargo, Inc will have the right to place the cargo in storage and all related storage and handling expenses will be for account of the cargo. If the cargo remains in the terminal 120 days after date of issuance of this document, Double Ace Cargo, Inc has the right to sell the cargo to recover storage and handling charges.

### SHIPPING - Sec. 2

Depositor agrees not to ship goods to warehouseman as the named consignee. If, in violation of this agreement, goods are shipped to warehouseman as named consignee, depositor agrees to notify carrier in writing prior to such shipment, with copy of such notice to the warehouseman, that warehouseman named as consignee is a warehouseman and has no beneficial title or interest in such property and depositor further agrees to indemnify and hold harmless warehouseman from any and all claims for unpaid transportation charges, including undercharges, demurrage, detention or charges of any nature, in connection with goods so shipped. Depositor further agrees that, if it fails to notify carrier as required by the preceding sentence, warehouseman shall have the right to refuse such goods and shall not be liable or responsible for any loss, injury or damage of any nature to, or related to, such goods.

### TENDER FOR STORAGE - Sec. 3

All goods for storage shall be delivered at the warehouse properly marked and packaged for handling. The depositor shall furnish at or prior to such delivery, a manifest showing marks, brands, or sizes to be kept and accounted for separately, and the class of storage and other services desired.

### STORAGE PERIOD AND CHARGES - Sec. 4

- (a) All charges for storage are per package or other agreed unit per month.
- (b) Storage charges become applicable upon the date that warehouseman accepts care, custody and control of the goods, regardless of unloading date or date of issue of warehouse receipt.
- (c) Except as provided in paragraph (d) of this section, a full month's storage charge will apply on all goods received between the first and the 15th, inclusive of a calendar month; one-half month's storage charge will apply on all goods received between the 16th and the last day, inclusive, of a calendar month, and a full month's storage charge will apply to all goods in storage on the first day of the next and succeeding calendar months. All storage charges are due and payable on the first day of storage for the initial month and thereafter on the first day of the calendar month.
- (d) When mutually agreed by the warehouseman and the depositor, a storage month shall extend from a date in one calendar month to, but not including, the same date of the next and all succeeding months. All storage charges are due and payable on the first day of the storage month.

### TRANSFER, TERMINATION OF STORAGE, REMOVAL OF GOODS - Sec. 5

- (a) Instructions to transfer goods on the books of the warehouseman are not effective until delivered to and accepted by warehouseman, and all charges up to the time transfer is made are chargeable to the depositor of record. If a transfer involves rehandling the goods, such will be subject to a charge. When goods in storage are transferred from one party to another through issuance of a new warehouse receipt, a new storage date is established on the date of transfer.
- (b) The warehouseman reserves the right to move, at his expense, 14 days after notice is sent by certified or registered mail to the depositor of record or to the last known holder of the negotiable warehouse receipt, any goods in storage from the warehouse in which they may be stored to any other of his warehouses; but if such depositor or holder takes delivery of his goods in lieu of transfer, no storage charge shall be made for the current storage month. Warehouseman will store the goods at, and may without notice move the goods within and between, any one or more of the warehouse buildings which comprise the warehouse complex identified on the front of this warehouse receipt.
- (c) The warehouseman may, upon written notice to the depositor of record and any other person known by the warehouseman to claim an interest in the goods, require the removal of any goods by the end of the next succeeding storage month. Such notice shall be given to the last known place of business or abode of the person to be notified. If goods are not removed before the end of the next succeeding storage month, the warehouseman may sell them in accordance with applicable law.
- (d) If warehouseman in good faith believes that the goods are about to deteriorate or decline in value to less than the amount of warehouseman's lien before the end of the next succeeding storage month, the warehouseman may specify in the notification any reasonable shorter time for removal of the goods and in case the goods are not removed, may sell them at public sale held one week after a single advertisement or posting as provided by law.
- (e) If as a result of a quality or condition of the goods of which the warehouseman had no notice at the time of deposit the goods are a hazard to other property or to the warehouse or to persons, the warehouseman may sell the goods at public or private sale without advertisement on reasonable notification to all persons known to claim an interest in the goods. If the warehouseman after a reasonable effort is unable to sell the goods he may dispose of them in any lawful manner and shall incur no liability by reason of such disposition. Pending such disposition, sale or return of the goods, the warehouseman may remove the goods from the warehouse and shall incur no liability by reason of such removal.

### HANDLING - Sec. 6

- (a) The handling charge covers the ordinary labor involved in receiving goods at warehouse door, placing goods in storage, and returning goods to warehouse door. Handling charges are due and payable on receipt of goods.
- (b) Unless otherwise agreed, labor for unloading and loading goods will be subject to a charge. Additional expenses incurred by the warehouseman in receiving and handling damaged goods, and additional expense in unloading from or loading into cars or other vehicles not at warehouse door will be charged to the depositor.
- (c) Labor and materials used in loading rail cars or other vehicles are chargeable to the depositor.
- (d) When goods are ordered out in quantities less than in which received, the warehouseman may make an additional charge for each order or each item of an order.
- (e) The warehouseman shall not be liable for demurrage or detention, delays in unloading inbound cars, trailers or other containers, or delays in obtaining and loading cars, trailers or other containers for outbound shipment unless warehouseman has failed to exercise reasonable care.

### DELIVERY REQUIREMENTS - Sec. 7

- (a) No goods shall be delivered or transferred except upon receipt by the warehouseman of complete written instructions. Written instructions shall include, but are not limited to, FAX, EDI, TWX or similar communication, provided warehouseman has no liability when relying on the information contained in the communication as received. However, when no negotiable receipt is outstanding, goods may be delivered upon instruction by telephone in accordance with a prior written authorization, but the warehouseman shall not be responsible for loss or error occasioned thereby.
- (b) When a negotiable receipt has been issued no goods covered by that receipt shall be delivered, or transferred on the books of the warehouseman, unless the receipt, properly endorsed, is surrendered for cancellation, or for endorsement of partial delivery thereon. If a negotiable receipt is lost or destroyed, delivery of goods may be made only upon order of a court of competent jurisdiction and the posting of security approved by the court as provided by law.
- (c) When goods are ordered out a reasonable time shall be given the warehouseman to carry out instructions, and if he is unable because of acts of God, war, public enemies, seizure under legal process, strikes, lockouts, riots and civil commotion, or any reason beyond the warehouseman's control, or because of loss or destruction of goods for which warehouseman is not liable, or because of any other excuse provided by law, the warehouseman shall not be liable for failure to carry out such instructions and goods remaining in storage will continue to be subject to regular storage charges.

### EXTRA SERVICES (SPECIAL SERVICES) - Sec. 8

- (a) Warehouse labor required for services other than ordinary handling and storage will be charged to the depositor.
- (b) Special services requested by depositor including but not limited to compiling of special stock statements; reporting marked weights, serial numbers or other data from packages; physical check of goods; and handling transit billing will be subject to a charge.
- (c) Dunnage, bracing, packing materials or other special supplies, may be provided for the depositor at a charge in addition to the warehouseman's cost.
- (d) By prior arrangement, goods may be received or delivered during other than usual business hours, subject to a charge.
- (e) Communication expense including postage, teletype, telegram, or telephone will be charged to the depositor if such concern more than normal inventory reporting or if, at the request of the depositor, communications are made by other than regular United States Mail.

### BONDED STORAGE - Sec. 9

- (a) A charge in addition to regular rates will be made for merchandise in bond.
- (b) Where a warehouse receipt covers goods in U.S. Customs bond, such receipt shall be void upon the termination of the storage period fixed by law.

### MINIMUM CHARGES - Sec. 10

- (a) A minimum handling charge per lot and a minimum storage charge per lot per month will be made. When a warehouse receipt covers more than one lot or when a lot is in assortment, a minimum charge per mark, brand, or variety will be made.
- (b) A minimum monthly charge to one account for storage and/or handling will be made. This charge will apply also to each account when one customer has several accounts, each requiring separate records and billing.

### LIABILITY AND LIMITATION OF DAMAGES - Sec. 11

- (a) THE WAREHOUSEMAN SHALL NOT BE LIABLE FOR ANY LOSS OR INJURY TO GOODS STORED HOWEVER CAUSED UNLESS SUCH LOSS OR INJURY RESULTED FROM THE FAILURE BY THE WAREHOUSEMAN TO EXERCISE SUCH CARE IN REGARD TO THEM AS A REASONABLY CAREFUL MAN WOULD EXERCISE UNDER LIKE CIRCUMSTANCES AND WAREHOUSEMAN IS NOT LIABLE FOR DAMAGES WHICH COULD NOT HAVE BEEN AVOIDED BY THE EXERCISE OF SUCH CARE.
- (b) GOODS ARE NOT INSURED BY THE WAREHOUSEMAN AGAINST LOSS OR INJURY HOWEVER CAUSED.
- (c) THE DEPOSITOR DECLARES THAT DAMAGES ARE LIMITED TO \$5000.00 PER WAREHOUSE RECEIPT, PROVIDED, HOWEVER, THAT SUCH LIABILITY MAY AT THE TIME OF ACCEPTANCE OF THIS CONTRACT AS PROVIDED IN SECTION 1 BE INCREASED UPON DEPOSITOR'S WRITTEN REQUEST ON PART OR ALL OF THE GOODS HEREUNDER IN WHICH EVENT AN ADDITIONAL MONTHLY CHARGE WILL BE MADE BASED UPON SUCH INCREASED VALUATION.
- (d) WHERE LOSS OR INJURY OCCURS TO STORED GOODS, FOR WHICH THE WAREHOUSEMAN IS NOT LIABLE, THE DEPOSITOR SHALL BE RESPONSIBLE FOR THE COST OF REMOVING AND DISPOSING OF SUCH GOODS AND THE COST OF ANY ENVIRONMENTAL CLEAN UP AND SITE REMEDIATION RESULTING FROM THE LOSS OR INJURY TO THE GOODS.

### NOTICE OF CLAIM AND FILING OF SUIT - Sec. 12

- (a) Claims by the depositor and all other persons must be presented in writing to the warehouseman within a reasonable time, and in no event longer than either 60 days after delivery of the goods by the warehouseman or 60 days after depositor of record or the last known holder of a negotiable warehouse receipt is notified by the warehouseman that loss or injury to part or all of the goods has occurred, whichever time is shorter.
- (b) No action may be maintained by the depositor or others against the warehouseman for loss or injury to the goods stored unless timely written claim has been given as provided in paragraph (a) of this section and unless such action is commenced either within nine months after date of delivery by warehouseman or within nine months after depositor of record or the last known holder of a negotiable warehouse receipt is notified that loss or injury to part or all of the goods has occurred, whichever time is shorter.
- (c) When goods have not been delivered, notice may be given of known loss or injury to the goods by mailing of a registered or certified letter to the depositor of record or to the last known holder of a negotiable warehouse receipt. Time limitations for presentation of claim in writing and maintaining of action after notice begin on the date of mailing of such notice by warehouseman.

### LIABILITY FOR CONSEQUENTIAL DAMAGES - Sec. 13

Warehouseman shall not be liable for any loss of profit or special, indirect, or consequential damages of any kind.

### LIABILITY FOR MISSHIPPING - Sec. 14

If warehouseman negligently misships goods, the warehouseman shall pay the reasonable transportation charges incurred to return the misshipped goods to the warehouse. If the consignee fails to return the goods, warehouseman's maximum liability shall be for the lost or damaged goods as specified in Section 11 above, and warehouseman shall have no liability for damages due to the consignee's acceptance or use of the goods whether such goods be those of the depositor or another.

### MYSTERIOUS DISAPPEARANCE - Sec. 15

Warehouseman shall not be liable for loss of goods due to inventory shortage or unexplained or mysterious disappearance of goods unless depositor establishes such loss occurred because of warehouseman's failure to exercise the care required of warehouseman under Section 11 above. Any presumption of conversion imposed by law shall not apply to such loss and a claim by depositor of conversion must be established by affirmative evidence that the warehouseman converted the goods to the warehouseman's own use.

### RIGHT TO STORE GOODS - Sec. 16

Depositor represents and warrants that depositor is lawfully possessed of the goods and has the right and authority to store them with warehouseman. Depositor agrees to indemnify and hold harmless the warehouseman from all loss, cost and expense (including reasonable attorney's fees) which warehouseman pays or incurs as a result of any dispute or litigation, whether instituted by warehouseman or others, respecting depositor's right, title or interest in the goods. Such amounts shall be charges in relation to the goods and subject to warehouseman's lien.

### ACCURATE INFORMATION - Sec. 17

Depositor will provide warehouseman with information concerning the stored goods which is accurate, complete and sufficient to allow warehouseman to comply with all laws and regulations concerning the storage, handling and transporting of the stored goods. Depositor will indemnify and hold warehouseman harmless from all loss, cost, penalty and expense (including reasonable attorney's fees) which warehouseman pays or incurs as a result of depositor failing to fully discharge this obligation.

### SEVERABILITY and WAIVER - Sec. 18

- (a) If any provision of this receipt, or any application thereof, should be construed or held to be void, invalid or unenforceable, by order, decree or judgment of a court of competent jurisdiction, the remaining provisions of this receipt shall not be affected thereby but shall remain in full force and effect.
- (b) Warehouseman's failure to require strict compliance with any provision of the Warehouse Receipt shall not constitute a waiver or estoppel to later demand strict compliance with that or any other provision(s) of this Warehouse Receipt.
- (c) The provisions of this Warehouse Receipt shall be binding upon the depositor's heirs, executors, successors and assigns; contain the sole agreement governing goods stored with the warehouseman; and, cannot be modified except by a writing signed by warehouseman.



## **DOUBLE ACE CARGO, INC. MASTER SERVICE AGREEMENT**

Unless otherwise agreed in a signed bilateral contract, this Master Services Agreement, together with applicable Specific Service Terms and Conditions by mode or service set forth on Double Ace Cargo, Inc.'s, web site, incorporate the entire agreement between Double Ace Cargo, Inc. (and its affiliates) and its Customer for any of the logistics services or multimodal transportation identified herein.

### **DEFINITIONS.**

- (a) "Company" shall mean Double Ace Cargo, Inc., its subsidiaries, related companies, agents and/or representatives;
- (b) "Customer" shall mean the person for which the Company is rendering service, as well as its principals, agents and/or representatives, including, but not limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shipper's agents, insurers and underwriters, break-bulk agents, consignees, etc. It is the responsibility of the Customer to provide notice and copy(s) of these terms and conditions of service to all such agents or representatives;
- (c) "Documentation" shall mean all information received directly or indirectly from Customer, whether in paper or electronic form;
- (d) "Ocean Transportation Intermediaries" ("OTI") shall include an "ocean freight forwarder" and a "non-vessel operating carrier";
- (e) "Third parties" shall include, but not be limited to, the following: "carriers, truckmen, cartmen, lightermen, forwarders, OTIs, customs brokers, agents, warehousemen and others to which the goods are entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise".

Double Ace Cargo, Inc. agrees to arrange for ocean, air and surface (e.g., motor carrier) transportation and/or warehousing of the goods using qualified carriers and subcontractors subject to approval by Customer.

### **CARGO INSURANCE**

The Customer understands and agrees that ocean, air and surface (e.g., motor carrier) transportation and/or warehousing rates do not include insurance or other

compensation for loss, other than as expressly provided in the applicable contract for carriage or warehousing. Accordingly, the Customer agrees that in the event it desires coverage for total loss, it will obtain insurance in excess of the limited liability limitations published herein or otherwise agreed to in writing, and that said insurance will contain a waiver of subrogation clause waiving any subrogation rights (or and on behalf of such insurance carrier).

#### **HIGH VALUE CARGO SPECIAL SECURITY ARRANGEMENTS**

Double Ace Cargo, Inc. understands that Customer will require transportation of high value cargo subject to unusually high risk of theft during surface transportation. Accordingly, when requested by Customer in writing, Double Ace Cargo Inc. will require any domestic motor carrier (i.e., trucker) used to transport Customer's merchandise to employ a police escort, team of drivers or GPS tracking as specified by Customer.

For air shipments, when requested by Customer in writing, Double Ace Cargo Inc. will request that the cargo be stored in a security cage.

#### **TERM OF AGREEMENT AND TERMINATION**

The terms of this Agreement shall apply commencing upon the execution of same by the parties or upon Customer's request for services and Double Ace Cargo Inc.'s acceptance of same whichever comes first. This Agreement shall remain in force thereafter until terminated in writing by either party on 5 days written notice.

#### **RATES AND PAYMENT**

Double Ace Cargo Inc. shall charge rates for services inclusive of charges payable to its retained service providers which will be made available to customer upon request at time of the customer's service request.

#### **PAYMENT TERMS**

Customer shall pay for all charges applicable to services rendered without setoff within 10 days from date of invoice. Any objection to the rates and charges for services rendered must be submitted in writing within 10 days of receipt of invoice or shall be waived. If Customer fails to make payment when due, Customer shall pay Double Ace Cargo Inc. a late fee equal to \$150.00 onetime plus interest of 1½% of the total past due amount per month until payment is made in full or any part thereof or the maximum allowed by applicable law, whichever is less. Customer shall pay \$100.00 fee for not collected checks for insufficient funds, credit card chargebacks and ACH reversal. Invoices not paid within 30 days of receipt will be subject to collection fees in the amount of 35%. All charges are exclusive of applicable federal, state or local sales use, excise or similar taxes and Customer shall pay directly to reimburse Double Ace Cargo Inc. for all taxes incurred as a result of the services provided. Payment shall be made in U.S. Dollars.

#### **LIEN**

Double Ace Cargo Inc. and its service providers shall have a contractual lien on any cargo in its possession or the possession of its service providers for the payment of

freight charges past and present which may be exercised in the event of customer's default.

### **SERVICES**

By customer's tender of goods to Double Ace Cargo Inc. Customer agrees to the terms of this Agreement, mode specific service terms and documents incorporated by reference. Customer understands that from time to time Double Ace Cargo Inc. may change its terms and conditions through website notice. At Double Ace Cargo Inc.'s election, Customer will be notified of such changes by electronic mail or by posting of changes on its website. If customer initiates any service after the date of such change, then by such initiation of such services, customer indicates acceptance and agreement with the terms and conditions then in effect.

### **Hazardous Materials**

Customer and/or the consignor warrants that all shipments shall comply with all applicable hazardous materials rules and regulations for the applicable mode of transport and all other health, safety and security regulations. All shipments shall be properly packaged, marked and labeled and clearly identified. No dangerous goods shall be tendered to Double Ace Cargo Inc., handling or storage without prior written agreement of Double Ace Cargo Inc. Customer agrees that Double Ace Cargo Inc. is authorized to inspect and screen all cargo, rejecting and returning at Customer's expense any shipment tendered to it in violation of the warranties contained herein. Double Ace Cargo Inc. and its retained service providers reserve the right to open, inspect and re-seal any cargo tendered pursuant to this MSA without incurring fine or liability. This right shall be exercised upon probable cause or as required by applicable safety and security regulations and requirements.

Customer and/or consignor shall indemnify and hold harmless Double Ace Cargo Inc. and all service providers from any liability, loss, damage, fine or suit arising from breach of the warranties set forth herein.

### **ADDITIONAL CUSTOMER WARRANTIES**

Customer warrants that it is the beneficial owner or agent authorized to bind the beneficial owner with respect to all terms and conditions in this contract. Customer shall indemnify and hold harmless Double Ace Cargo Inc. and its service provider from any liability or claim (including cargo) brought by the beneficial owner or its insurer which exceeds the contractual undertakings of Double Ace Cargo Inc. and its service providers as set forth herein and in the applicable specific service terms and conditions.

Customer, shipper and consignee shall be jointly and severally liable to pay and indemnify Double Ace Cargo Inc. for all costs, including but not limited to, claims, fines, penalties, and attorneys' fees incurred by Double Ace Cargo Inc. by reason of any violation of these Service Conditions.

### **COMPLETE AGREEMENT**

This Master Services Agreement and Terms and Conditions contain the entire Agreement between the parties and in the case of conflict between this Agreement and any shipping document, tariff or other document issued by Double Ace Cargo,

Inc., its service provider or third parties, this Agreement and more specific Service Terms and Conditions shall control. No employee or service provider of Double Ace Cargo, Inc. shall have the power to waive or vary any of the contract terms and conditions of this Agreement unless a duly authorized officer of Double Ace Cargo, Inc., in writing, has specifically authorized such waiver or variation.

### **VENUE AND JURISDICTION**

This Agreement shall be governed by general principles of federal transportation law except to the extent waived by inconsistent provisions herein and the laws of the State of Florida (see 49 U.S.C. 14101(b)). The parties agree that venue and jurisdiction shall lie in the applicable federal or state court for Miami, Florida. Customer agrees to submit to personal jurisdiction of such courts and hereby waives any jurisdictional venue or *forum non conveniens* objections to such courts.

### **ADDITIONAL TERMS AND CONDITIONS OF SERVICE**

These terms and conditions of service constitute a legally binding contract between the "Company" and the "Customer." In the event the Company renders services and issues a document containing Terms and Conditions governing such services, the Terms and Conditions set forth in such other document(s) shall govern those services.

1. **Company as agent.** The Company acts as the "agent" of the Customer for the purpose of performing duties in connection with the filing of export and security documentation on behalf of the Customer and other dealings with Government Agencies, or for arranging for transportation services or other logistics services in any capacity other than as a carrier or a warehouse.

2. The Duties of the Company when acting as Agent are as follows:

- a. The Company shall procure the Services from third parties in the name, and on behalf of, the Customer.
- b. There shall exist a direct relationship between the Customer and those third parties.
- c. The Company shall be permitted to act in any reasonably necessary manner and shall perform its duties using a reasonable degree of care and diligence.
- d. The Company shall perform its services within a reasonable time, taking all reasonable steps to perform the transaction in accordance with the Customer's instructions.
- e. The Company shall be permitted to depart from any instruction from the Customer if the Company deems it necessary to do so in order to protect the Customer's interests.
- f. The Company shall seek further instructions from the Customer if it becomes impossible at any time for the Company to fulfill its duties.

The Duties of the Company when acting as Principle are as follows:

If the Company itself performs any of the Services for the Customer and it does not issue a bill of lading, air waybill or other contract of carriage, or if the Company retains third parties in its own name to perform any of the Services to be provided, then the following provisions shall apply:

- a. The Company shall decide the means, route and procedure to be followed for the shipment of the goods.
- b. Subject to the limitations contained in Paragraph 10 hereinafter, the Company accepts liability for the loss of or damage to the goods taken into its charge.
- c. The Company shall perform all Services in a reasonable and workmanlike manner.
- d. If neither the Customer, the consignee nor any other party authorized takes possession of the goods at the time their intended delivery, then the Company shall be entitled, at the Customer's expense, to store the goods at any public or private warehouse. The liability of the Company shall cease once it has delivered the goods to such warehouse.

**3. Duties of the Customer:**

- a. The Customer warrants that it is either the owner or the authorized agent of the owner of the goods.
- b. The Customer authorizes the Company to contract in the name of the Customer with third parties to perform any or all of the Services on behalf of the Customer.
- c. The Customer shall provide a full and accurate description of the goods to be transported.
- d. Except where the Company is instructed to do so, the Customer shall properly pack, stow and prepare the goods in a manner suitable and appropriate for shipment by any mode of transport.
- e. The Customer shall mark the goods and the outside packaging as required by any laws or regulations which may be applicable while the Services are being provided.
- f. The Customer shall pay all freight charges, duties, or other sums connected with the handling and transportation of the goods.
- g. The Customer shall pay to the Company all sums immediately when due, without reduction or deferment on account of any claim.
- h. The Customer shall remain responsible for the payment of all charges when the Services are to be provided upon instructions to collect freight, duties, charges or any other expenses from another.
- i. The confiscation or detention of the goods by any governmental authority shall not affect or diminish the liability of the Customer to pay all charges or other sums due promptly on demand.
- J. The Customer shall not deliver any goods which are dangerous, flammable, radioactive, or hazardous except under special arrangements in which prior notice is given to the Company.
- k. The Customer shall not deliver any bank notes, bonds, negotiable instruments, securities, bullion, coins, precious stones, jewelry, valuables, antiques, human remains, livestock or plants except under special arrangements in which notice is given to the Company.
- l. The Customer shall advise Company if any goods are liable to taint or affect other goods.

**4. Limitation of Actions.**

- (a) Unless subject to a specific statute or international convention, all claims against the Company for a potential or actual loss, must be made in writing and received by the Company, within 270 days of the event; the failure to give the Company timely notice shall be a complete defense to any suit or action commenced by Customer.

**(b) All suits against Company must be filed and properly served on Company as follows:**

- (i) For claims arising out of ocean transportation, within 270 days from the date of the loss;**
- (ii) For claims arising out of air transportation, within 270 days from the date of the loss;**
- (iii) For any and all other claims of any other type, within 270 days from the date of the loss or damage.**

**5. No Liability For The Selection or Services of Third Parties and/or Routes. Unless services are performed by persons or firms engaged pursuant to express written instructions from the Customer, Company shall use reasonable care in its selection of third parties, or in selecting the means, route and procedure to be followed in the handling, transportation, clearance and delivery of the shipment; advice by the Company that a particular person or firm has been selected to render services with respect to the goods, shall not be construed to mean that the Company warrants or represents that such person or firm will render such services nor does Company assume responsibility or liability for any actions(s) and/or inaction(s) of such third parties and/or its agents, and shall not be liable for any delay or loss of any kind, which occurs while a shipment is in the custody or control of a third party or the agent of a third party; all claims in connection with the Act of a third party shall be brought solely against such party and/or its agents; in connection with any such claim, the Company shall reasonably cooperate with the Customer, which shall be liable for any charges or costs incurred by the Company.**

**6. Quotations Not Binding. Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by the Company to the Customer are for informational purposes only and are subject to change without notice; no quotation shall be binding upon the Company unless the Company in writing agrees to undertake the handling or transportation of the shipment at a specific rate or amount set forth in the quotation and payment arrangements are agreed to between the Company and the Customer.**

**7. Reliance On Information Furnished.**

**(a) Customer acknowledges that it is required to review all documents and declarations prepared and/or filed with U.S. Customs & Border Protection, other Government Agency and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions on any declaration or other submission filed on Customers behalf;**

**(b) In preparing and submitting customs entries, export declarations, applications, security filings, documentation and/or other required data, the Company relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by Customer; Customer shall use reasonable care to ensure the correctness of all such information and shall indemnify and hold the Company harmless from any and all claims asserted and/or liability or losses suffered by reason of the Customer's failure to disclose information or any incorrect, incomplete or false statement by the Customer or its agent, representative or contractor upon which the Company reasonably relied. The Customer agrees that the Customer has an affirmative non-delegable duty to disclose any and all information required to import, export or enter the goods.**

**(c) Customer acknowledges that it is required to provide verified weights obtained on calibrated, certified equipment of all cargo that is to be tendered to**

steamship lines and represents that Company is entitled to rely on the accuracy of such weights and to counter-sign or endorse it as agent of Customer in order to provide the certified weight to the steamship lines. The Customer agrees that it shall indemnify and hold the Company harmless from any and all claims, losses, penalties or other costs resulting from any incorrect or questionable statements of the weight provided by the Customer or its agent or contractor on which the Company relies.

**8. Declaring Higher Value To Third Parties.** Third parties to whom the goods are entrusted may limit liability for loss or damage; the Company will request excess valuation coverage only upon specific written instructions from the Customer, which must agree to pay any charges therefore; in the absence of written instructions or the refusal of the third party to agree to a higher declared value, at Company's discretion, the goods may be tendered to the third party, subject to the terms of the third party's limitations of liability and/or terms and conditions of service.

**9. Insurance.** Unless requested to do so in writing and confirmed to Customer in writing, Company is under no obligation to procure insurance on Customer's behalf; in all cases, Customer shall pay all premiums and costs in connection with procuring requested insurance.

**10. Disclaimers; Limitation of Liability.**

(a) Except as specifically set forth herein, Company makes no express or implied warranties in connection with its services;

(b) In connection with all services performed by the Company, Customer may obtain additional liability coverage, up to the actual or declared value of the shipment or transaction, by requesting such coverage and agreeing to make payment therefor, which request must be confirmed in writing by the Company prior to rendering services for the covered transaction(s).

(c) In the absence of additional coverage under (b) above, the Company's liability shall be limited to the following:

(i) where the claim arises from activities other than those relating to customs business, \$50 per shipment or transaction, or

(ii) where the claim arises from activities relating to "Customs business," \$50 per entry or the amount of brokerage fees paid to Company for the entry, whichever is less.

(d) In no event shall Company be liable or responsible for consequential, indirect, incidental, statutory or punitive damages, even if it has been put on notice of the possibility of such damages, or for the acts of third parties.

**11. Advancing Money.** All charges must be paid by Customer in advance unless the Company agrees in writing to extend credit to customer; the granting of credit to a Customer in connection with a particular transaction shall not be considered a waiver of this provision by the Company.

**12. Indemnification/Hold Harmless.** The Customer agrees to indemnify, defend, and hold the Company harmless from any claims and/or liability, fines, penalties and/or attorneys' fees arising from the importation or exportation of customers merchandise and/or any conduct of the Customer, including but not limited to the inaccuracy of entry, export or security data supplied by Customer or its agent or representative, which violates any Federal, State and/or other laws, and further

agrees to indemnify and hold the Company harmless against any and all liability, loss, damages, costs, claims, penalties, fines and/or expenses, including but not limited to reasonable attorney's fees, which the Company may hereafter incur, suffer or be required to pay by reason of such claims; in the event that any claim, suit or proceeding is brought against the Company, it shall give notice in writing to the Customer by mail at its address on file with the Company.

**13. C.O.D. or Cash Collect Shipments.** Company shall use reasonable care regarding written instructions relating to "Cash/Collect on Deliver (C.O.D.)" shipments, bank drafts, cashier's and/or certified checks, letter(s) of credit and other similar payment documents and/or instructions regarding collection of monies but shall not have liability if the bank or consignee refuses to pay for the shipment.

**14. Costs of Collection.** In any dispute involving monies owed to Company, the Company shall be entitled to all costs of collection, including reasonable attorney's fees and interest at 18 % per annum or the highest rate allowed by law, whichever is less unless a lower amount is agreed to by Company.

**15. No Duty To Provide Licensing Authority.** Unless requested by Customer in writing and agreed to by the Company in writing, Company shall not be responsible for determining licensing authority or obtaining any license or other authority pertaining to the export from or import into the United States.

**16. Preparation and Issuance of Bills of Lading.** Where Company prepares and/or issues a bill of lading, Company shall be under no obligation to specify thereon the number of pieces, packages and/or cartons, etc.; unless specifically requested to do so in writing by Customer or its agent and Customer agrees to pay for same, Company shall rely upon and use the cargo weight supplied by Customer.

**17. No Modification or Amendment Unless Written.** These terms and conditions of service may only be modified, altered or amended in writing signed by both Customer and Company; any attempt to unilaterally modify, alter or amend same shall be null and void.

**18. Compensation of Company.** The compensation of the Company for its services shall be included with and is in addition to the rates and charges of all carriers and other agencies selected by the Company to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends, or other revenue received by the Company from carriers, insurers and others in connection with the shipment. On ocean exports, upon request, the Company shall provide a detailed breakout of the components of all charges assessed and a true copy of each pertinent document relating to these charges. In any referral for collection or action against the Customer for monies due the Company, upon recovery by the Company, the Customer shall pay the expenses of collection and/or litigation, including a reasonable attorney fee.

**19. Force Majeure.** Neither Party shall be liable to the other for failure to perform any of its obligations under this Agreement during any time in which such performance is prevented by fire, flood, or other natural disaster, war, embargo, riot, civil disorder, or the intervention of any government authority, or any other cause outside of the reasonable control of the SHIPPER or FORWARDER, provided that the Party so prevented uses its best efforts to perform under this Agreement and provided further, that such Party provide reasonable notice to the other Party of such inability to perform.

**20. Severability.** In the event any Paragraph(s) and/or portion(s) hereof is found to be invalid and/or unenforceable, then in such event the remainder hereof shall remain in Full force and effect. Company's decision to waive any provision herein, either by conduct or otherwise, shall not be deemed to be a further or continuing waiver of such provision or to otherwise waive or invalidate any other provision herein.

**21. Governing Law;** Consent to Jurisdiction and Venue. These terms and conditions of service and the relationship of the parties shall be construed according to the laws of the State of Florida without giving consideration to principles of conflict of law. Customer and Company:

(a) irrevocably consent to the jurisdiction of the United States District Court and the State courts of Florida;

(b) agree that any action relating to the services performed by Company shall only be brought in said courts;

(c) consent to the exercise of *in personam* jurisdiction by said courts over it, and

(d) further agree that any action to enforce a judgment may be instituted in any jurisdiction.

**22. ENTIRE AGREEMENT** This Agreement, including all Appendices, Exhibits, and Addenda, constitutes the entire agreement intended by and between the PARTIES and supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements, and understandings, whether oral, written, expressed or implied, with respect to the subject matter hereof.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed in their respective names by their fully-authorized representatives as of the dates first above written.

**DOUBLE ACE CARGO, INC.**

**CUSTOMER**

**Signed**

**Signed**

**Print Name**

**Print Name**

**Title**

**Title**

# AIR WAY BILL - TERMS AND CONDITIONS

## AVISO RESPECTO ALA LIMITACION DE RESPONSABILIDAD DE LAS TRANSPORTADORAS

En caso de que el transporte involucre un destino final o una parada en un país de distinto al país de salida, la Convención de Varsovia o la Convención de Montreal puede ser aplicable y en la mayoría de los casos limitan la responsabilidad de la Transportadora respecto de pérdida, daños o demora de la carga. Dependiendo del régimen aplicable y a menos que se declare un valor más alto, la responsabilidad de la Transportadora puede estar limitada a 19 Derechos Especiales de Giro por kilogramos bajo la Convención de Montreal; 17 Derechos Especiales de Giro bajo la Convención de Varsovia actualizada() por Protocolo No. 4 de Montreal; a 250 francos de oro franceses por kilogramos bajo la Convención de Varsovia (sin actualización por Protocolo No. 4 de Montreal), convertidos a la moneda nacional bajo la ley aplicable, menos que se especifique una cantidad mayor en las condiciones de transporte de la Transportadora.

## CONDICIONES DEL CONTRATO

1. En este Contrato y los Anuncios que aparecen en el presente: TRANSPORTADORA incluye la Transportadora aérea que emite esta guía aérea y todas las Transportadoras que transportan o se comprometen a transportar la carga o a ejecutar cualquier otro servicio relacionado con dicho transporte. DERECHO ESPECIAL DE DRAWING (SDR, *pot sus siglas en ingles*) es un Derecho especial de Giro que se define por el Fondo Monetario Internacional. GONVENCION DE VARSOVIA significa que cualquiera de los siguientes instrumentos es aplicable al Contrato de transporte: el Convenio para la Unificación de Ciertas Reglas Referentes al Transporte Internacional Aéreo firmado en Varsovia el 12 de octubre de 1929; ese Convenio con sus enmiendas en La Haya el 28 de septiembre de 1955; ese Convenio con sus enmiendas en La Haya 1955 y por el Protocolo No. 1, 2 O 4 de Montreal (1975), como pueda ser el caso; CONVENCION DE MONTREAL significa el Convenio para la Unificación de Cartas Reglas para el Transporte Internacional Aéreo, realizada en Montreal el 28 de mayo de 1999. 2./2.1 Clave el transporte este sujeto a las reglas referentes a la responsabilidad establecida por la Convención de Varsovia o la Convención de Montreal a menos que ese transporte no sea un "transporte internacional" que se define en los Convenios aplicables. 2.2 En la medida que no entre en conflicto con lo anterior, el transporte y otros servicios relacionados ejecutados por cada Transportador están sujetos a: 2.2.1 Las leyes y reglamentos gubernamentales aplicables. 2.2.2 Las disposiciones contenidas en la guía aérea, las Condiciones de Transporte y reglas, reglamentos e itinerarios relacionados de la Transportadora (sin embargo, no los tiempos de salida y llegada declarados en la misma (y las tarifas aplicables de esa Transportadora que se hacen parte de los presentes y que pueden ser inspeccionadas en cualquier aeropuerto u otra oficina de ventas de carga desde la cual opera servicios regulares. Cuando el transporte es hacia o desde los Estados Unidos, el Transportador y el consignatario tienen derecho a [Jed& a recibir una copia libre de las Condiciones de Transporte de la Transportadora. Las Condiciones de Transporte en la Transportadora incluyen más no estén imitadas: 2.2.2.1 límites en la responsabilidad de la Transportadora por pérdida, daño o demora de productos, incluyendo productos frágiles o perecederos. 2.2.2.2 restricciones en demandas, incluyendo períodos de tiempo dentro de los cuales los transportadores o consignatarios deben presentar una demanda o entablar una acción en contra de la Transportadora por sus actos u omisiones o aquellos de sus agentes; 2.2.2.3 derechos, si hubiese de la Transportadora para cambiar los términos del Contrato. 2.2.2.4 reglas respecto al derecho de la Transportadora a rehusarse a realizar una transportación. 2.2.2.5 derechos de la Transportadora y limitaciones respecto a la demora o falla en ejecutar el servicio incluyendo cambios de programa, sustitución de Transportadora enema o aeronave y nueva ruta. 3. Los lugares convenidos de escala (que pueden ser modificados por la Transportadora en caso de necesidad (son aquellos lugares excepto lugar de salida y lugar de destino señalados al frente del presente o que se muestran en los itinerarios de la Transportadora como lugares de male programados para la ruta. El transporte que va a ser ejecutado conforme al presente por diversas Transportadoras sucesivas es considerado como una sola operación. 4. Para transporte al cual no aplica la Convención de Varsovia ni la Convención de Montreal, la limitación de la responsabilidad de la Transportadora no será menor que la del límite monetario por kilogramos establecida en las tarifas o condiciones generadas de transporte de la Transportadora por pérdida, daño o demora de carga en el entendido que cualquier tal limitación de responsabilidad por un monto menor de 19 SDR por kilogramos no aplicará para el transporte hacia o desde los Estados Unidos. 5./5.1 Salvo cuando la Transportadora ha extendido créditos a la consignataria sin el consentimiento escrito del Transportador, el Transportador garantiza el pago de todos los cargos por el transporte debido de acuerdo con la tarifa, condiciones de transporte y reglamentos relacionados, leyes aplicables de la Transportadora (incluyendo leyes nacionales que implementan la Convención de Varsovia y la Convención de Montreal), reglamentos gubernamentales, Ordenes y requerimientos. 5.2 Cuando no se entrega ninguna parte de la consignación, una demanda con respecto a esa consignación se considerará aunque los cargos de la transportación sobre la misma no estén pagados. 6./6.1 Para carga aceptada para transporte, la Convención de Varsovia y la Convención de Montreal permite al Transportador incrementar la limitación de responsabilidad declarando un valor mayor por el transporte y pagando un cargo suplementario en caso de ser requerido. 6.2 En la transportación a la cual no aplica ni la Convención de Varsovia ni la Convención de Montreal, la Transportadora de acuerdo con los procedimientos señalados en sus condiciones generadas de transporte y tarifas aplicables, permitirán al Transportador incrementar la limitación de responsabilidad declarando un valor mayor por el transporte y pagar un cargo suplementario en caso de ser así requerido. 7./7.1 En caso de pérdida, daño o demora aparte de la carga, el peso que se va a tomar en cuenta para determinar el límite de responsabilidad de la Transportadora será únicamente el peso del paquete o paquetes involucrados. 7.2 No obstante cualquier otra disposición para "Transportación Aérea Extranjera" como se define en el Código de Transporte de los Estados Unidos. 7.2.1 En el caso de pérdida, daño o demora a un embarque, el peso que se utilizará para determinar el límite de responsabilidad de la Transportadora será el peso que es utilizado para determinar el cargo por el transporte de dicho embarque. 7.2.2 En el caso de pérdida, daño o demora a una parte de un embarque, el peso del embarque en el inciso 7.2.1 será prorrateado a los paquetes amparados por la misma guía aérea cuyo valor es afectado por la pérdida, daño o demora. El peso aplicable en el caso de pérdida o daño a uno o más artículos en un paquete será el peso del paquete completo. 8. Cualquier exclusión de responsabilidad aplicable a la Transportadora aplicará a los agentes, empleados y representantes de la Transportadora y a cualquier persona cuya aeronave o equipo es utilizado por la Transportadora para transporte y los agentes, empleados y representantes de dicha persona. 9. La Transportadora se compromete a completar el transporte con el envío mínimo. Cuando este permitido por las leyes aplicables, las tarifas y los reglamentos gubernamentales, la Transportadora puede utilizar transportes aéreos, aeronaves o modos de transporte sin aviso por la debida consideración o los intereses del Transportador. La Transportadora este autorizada por el Transportador para seleccionar la ruta y todos los lugares de escala intermedios que esta considere apropiados o para cambiar o desviar de la ruta que aparece en el frente del presente. 10. El recibo por persona con derecho a la entrega de la carga sin queja será evidencia prima facie de que el cargo ha sido entregado en buenas condiciones y de acuerdo con el contrato de transporte. 10.1 En el caso de pérdida de, daño o demora a la carga, se debe hacer una queja por escrito a la Transportadora por la persona con derecho a la entrega. Esa queja se debe efectuar: 10.1.1 En el caso de daños a la carga inmediatamente después de descubrir el daño y a más tardar dentro del plazo 14 días a partir de la fecha de recepción de la carga. 10.1.2 En el caso de demora dentro de un plazo a 21 días después de la entrega en la cual fue colocada la carga a disposición de la persona con derecho a la entrega. 10.1.3 En el caso de no entrega de la carga dentro de un plazo de 120 días a partir de la fecha de emisión de la guía aérea o en caso de que una guía aérea no haya sido emitida, dentro de un plazo de 120 días después de la fecha de recepción de la carga por transporte por la Transportadora. 10.2 Esa queja puede ser hecha a la Transportadora cuya guía fue utilizada o a su primer Transportadora o a la Transportadora o a la Transportadora que ejecuta la transportación en la cual fue hecha la pérdida, daño o demora. 10.3 A menos que se haga una queja por escrito dentro de los límites de tiempo especificados en el inciso 10.1, no puede ser entablada ninguna acción en contra de la Transportadora. 10.4 Cualquier derecho a defensa en contra de la Transportadora expirará a menos que se establezca una acción dentro de un plazo de dos años a partir de la fecha de arribo en el destino o a partir de la fecha en la cual la aeronave debía haber arribado o a partir de la fecha en la cual se detiene el transporte. El Transportador deberá cumplir con todas las leyes y reglamentos gubernamentales aplicables de cualquier país hacia o desde el cual puede ser transportada la carga incluyendo aquellos referentes al empaque, transporte a entrega de la carga y debe proporcionar aquella información y anexar aquellos documentos a la guía aérea que puedan ser necesarios para cumplir con esas leyes y reglamentos. La Transportadora no es responsable ante el Transportador y el Transportador deberá indemnizar a la Transportadora por la pérdida o gastos debidos a la falla por el Transportador en cumplir con esta disposición. 12. Ningún agente, empleado o representante de la Transportadora tiene autoridad para alterar, modificar o dispensar ninguna disposición de este contrato.

## NOTICE CONCERNING CARRIERS' LIMITATION OF LIABILITY

If the carriage involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention or the Montreal Convention may be applicable and in most cases limit the liability of the Carrier in respect of loss of, damage or delay to cargo. Depending on the applicable regime, and unless a higher value is declared, liability of the Carrier may be limited to 19 Special Drawing Rights per kilogram under the Montreal Convention. 17 Special Drawing Rights per kilogram under the Warsaw Convention as amended by Montreal Protocol No. 4; or 250 French gold francs per kilogram under the Warsaw Convention (unamended by Montreal Protocol No. 4), converted into national currency under applicable law, unless a greater amount is specified in the Carrier's conditions of carriage.

## CONDITIONS OF CONTRACT

1. In this contract and the Notices appearing hereon: CARRIER includes the air carrier issuing this air waybill and all carriers that carry or undertake to carry the cargo or perform any other services related to such carriage. SPECIAL DRAWING RIGHT (SDR) is a Special Drawing Right as defined by the International Monetary Fund WARSAW CONVENTION means whichever of the following instruments is applicable to the contract of carriage: the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929; that Convention as amended at The Hague on 28 September 1955; that Convention as amended at The Hague 1955 and by Montreal Protocol No. 1, 2, or 4 (1975) as the case may be. MONTREAL CONVENTION means the Convention for the Unification of Certain Rules for International Carriage by Air, done at Montreal on 28 May 1999. 2./2.1 Carriage is subject to the rules relating to liability established by the Warsaw Convention or the Montreal Convention unless such carriage is not "international carriage" as defined by the applicable Conventions. 2.2 To the extent not in conflict with the foregoing, carriage and other related services performed by each Carrier are subject to 2.2.1 applicable laws and government regulations; 2.2.2 provisions contained in the air waybill, Carrier's conditions of carriage and related rules, regulations, and timetables (but not the times of departure and arrival stated therein) and applicable tariffs of such Carrier, which are made part hereof, and which may be inspected at any airports or other cargo sales offices from which it operates regular services. When carriage is to/from the USA, the shipper and the consignee are entitled, upon request, to receive a free copy of the Carrier's conditions of carriage. The Carrier's conditions of carriage include, but are not limited to: 2.2.2.1 limits on the Carrier's liability for loss, damage or delay of goods, including fragile or perishable goods; 2.2.2.2 claims restrictions, including time periods within which shippers or consignees must file a claim or bring an action against the Carrier for its acts or omissions, or those of its agents; 2.2.2.3 rights, if any, of the Carrier to change the terms of the contract; 2.2.2.4 rules about Carrier's right to refuse to carry; 2.2.2.5 rights of the Carrier and limitations concerning delay or failure to perform service, including schedule changes, substitution of alternate Carrier or aircraft and rerouting. 3. The agreed stopping places (which may be altered by Carrier in case of necessity) are those places, except the place of departure and place of destination, set forth on the face hereof or shown in Carrier's timetables as scheduled stopping places for the route. Carriage to be performed hereunder by several successive Carriers is regarded as a single operation. 4. For carriage to which neither the Warsaw Convention nor the Montreal Convention applies, Carrier's liability limitation shall not be less than the per kilogram monetary limit set out in Carrier's tariffs or general conditions of carriage for cargo lost, damaged or delayed, provided that any such limitation of liability in an amount less than 19 SDR per kilogram will not apply for carriage to or from the United States. 5./5.1 Except when the Carrier has extended credit to the consignee without the written consent of the shipper, the shipper guarantees payment of all charges for the carriage due in accordance with Carrier's tariff, conditions of carriage and related regulations, applicable laws (including national laws implementing the Warsaw Convention and the Montreal Convention), government regulations, orders and requirements. 5.2 When no part of the consignment is delivered, a claim with respect to such consignment will be considered even though transportation charges thereon are unpaid. 6./6.1 For cargo accepted for carriage, the Warsaw Convention and the Montreal Convention permit shipper to increase the limitation of liability by declaring a higher value for carriage and paying a supplemental charge if required. 6.2 In carriage to which neither the Warsaw Convention nor the Montreal Convention applies Carrier shall, in accordance with the procedures set forth in its general conditions of carriage and applicable tariffs, permit shipper to increase the limitation of liability by declaring a higher value for carriage and paying a supplemental charge if so required. 7./7.1 In cases of loss of, damage or delay to part of the cargo, the weight to be taken into account in determining Carrier's limit of liability shall be only the weight of the package or packages concerned. 7.2 Notwithstanding any other provisions, for "foreign air transportation" as defined by the U.S. Transportation Code: 7.2.1 In the case of loss of, damage or delay to a shipment, the weight to be used in determining Carrier's limit of liability shall be the weight which is used to determine the charge for carriage of such shipment; and 7.2.2 in the case of loss of, damage or delay to a part of a shipment, the shipment weight in 7.2.1 shall be prorated to the packages covered by the same air waybill whose value is affected by the loss, damage or delay. The weight applicable in the case of loss or damage to one or more articles in a package shall be the weight of the entire package. 8. Any exclusion or limitation of liability applicable to Carrier shall apply to Carrier's agents, employees, and representatives and to any person whose aircraft or equipment is used by Carrier for carriage and such person's agents, employees and representatives. 9. Carrier undertakes to complete the carriage with reasonable dispatch. Where permitted by applicable laws, tariffs and government regulations, Carrier may use alternative carriers, aircraft or modes of transport without notice but with due regard to the interests of the shipper. Carrier is authorized by the shipper to select the routing and all intermediate stopping places that it deems appropriate or to change or deviate from the routing shown on the face hereof. 10. Receipt by the person entitled to delivery of the cargo without complaint shall be prima facie evidence that the cargo has been delivered in good condition and in accordance with the contract of carriage. 10.1 In the case of loss of, damage or delay to cargo a written complaint must be made to Carrier by the person entitled to delivery. Such complaint must be made: 10.1.1 in the case of damage to the cargo, immediately after discovery of the damage and at the latest within 14 days from the date of receipt of the cargo; 10.1.2 in the case of delay, within 21 days from the date on which the cargo was placed at the disposal of the person entitled to delivery. 10.1.3 in the case of non-delivery of the cargo, within 120 days from the date of issue of the air waybill, or if an air waybill has not been issued, within 120 days from the date of receipt of the cargo for transportation by the Carrier. 10.2 Such complaint may be made to the Carrier whose air waybill was used, or to the first Carrier or to the Carrier, to the last Carrier or to the Carrier, which performed the carriage during which the loss, damage or delay took place. 10.3 Unless a written complaint is made within the time limits specified in 10.1 no action may be brought against Carrier. 10.4 Any rights to damages against Carrier shall be extinguished unless an action is brought within two years from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped. 11. Shipper shall comply with all applicable laws and government regulations of any country to or from which the cargo may be carried, including those relating to the packing, carriage or delivery of the cargo, and shall furnish such information and attach such documents to the air waybill as may be necessary to comply with such laws and regulations. Carrier is not liable to shipper and shipper shall indemnify Carrier for loss or expense due to shipper's failure to comply with this provision. 12. No agent, employee or representative of Carrier has authority to alter, modify or waive any provisions of this contract.

