



General Terms and Conditions of Contract (Domestic & International Air Carriage)

1. In tendering the shipment for carriage the shipper agrees to these TERMS AND CONDITIONS OF CONTRACT which no agent or employee of the shipper may alter. The Priority Worldwide Services, hereby noted as PWS, is NON-NEGOTIABLE and has been prepared by Shipper or on Shipper's behalf by PWS.
2. The shipper agrees that carriage is subjected to the TERMS AND CONDITIONS OF CONTRACT stated herein and those GENERAL TERMS AND CONDITIONS OF CONTRACT provided to shipper by PWS in effect on the date of the shipment and which are incorporated by reference and hereby made part of this contract. In the event of a conflict between the TERMS AND CONDITIONS contained herein and those GENERAL TERMS AND CONDITIONS OF CONTRACT set forth in the PWS service guide, those GENERAL TERMS AND CONDITIONS OF CONTRACT set forth in the PWS service guide in effect on the date of shipment shall control. The PWS service guide is available at all PWS offices and a copy can be obtained from these same offices.
3. As used in this contract, "Forwarder" means PWS and it's authorized agents.
4. In tendering the shipment for carriage, THE SHIPPER WARRANTS that the shipment is packaged adequately to protect the enclosed goods to insure safe transportation with ordinary care and handling, and that each package is appropriately labeled and except as noted in good order and condition.
5. All shipments may; at Forwarder's opinion be opened and inspected.
6. LIMITS OF LIABILITY: Except as provided below, the liability of PWS shall be limited to \$.50 per pound (for domestic shipments) and \$9.07 per kilogram (for international shipments) of cargo damaged or lost, but not less than \$100 per shipment and not to exceed the proven value of the item(s) damaged or lost, unless at the time he shipper tendered the shipment to PWS, the shipper made a declaration of value for carriage in excess of \$.50 per pound in the space designated on the PWS' air waybill labeled insurance. When such a declaration is made, PWS' liability shall in no event exceed the sum of the declaration.
7. Subject to the limitations of liability contained in this air waybill in effect on the date of this shipment, PWS shall only be liable for loss, damage, delay, mis-delivery, or non-delivery caused by its own willful misconduct or gross negligence.
8. PWS is not liable for any loss, damage, delay, mis-delivery, or non-delivery caused by the act, default or omission of the shipper. Consignee of any of the TERMS AND CONDITIONS of contract contained in this air waybill, or in the PWS service guide in effect on the date of the shipment including, but not limited to improper or insufficient packaging, the nature of the shipment, or any defect, characteristic or inherent vice thereof, securing, marking or addressing, or failure to observe any of the rules relating to shipments not acceptable for transportation or shipments acceptable only under certain conditions, acts of God, perils of the air, public enemies, public authorities acting with actual or apparent authority, authority, act of omissions of customs or quarantine officials, riots, strikes, or other local disputes, common commotions, hazards incident to a state of war, weather conditions or mechanical delay of aircraft or other equipment, compliance with delivery instructions from the Shipper or Consignee or acts or omissions of any person other than PWS.
9. The shipper and consignee shall be liable, jointly and severally, (a) for all unpaid charges payable on account of a shipment pursuant to this contract, and (b) to pay and indemnify PWS for all claims, fines, penalties, damages, costs or other sums which may be incurred by PWS by reason of any violation of this Contract or any other default of the shipper or consignee or their agents.
10. PWS shall have a lien on the shipments for the sums due and payable to PWS.
11. In the event of the failure or inability of the consignee to take delivery of the shipment, PWS will notify the shipper in writing and request disposition instructions. If the shipper fails to provide disposition instructions within 15 days of the Forwarder's notice, PWS will return the shipment to the shipper at the shipper's expense. If the shipper fails to accept delivery of the shipment thus returned, PWS may upon 30 days written notice to the shipper dispose of the shipment at public or private sale and pay itself out of the proceeds to satisfy the transportation charges owing on the shipment. Any sums collected by PWS in excess of such transportation charges will be paid to the shipper. No sale or disposal pursuant to this rule will discharge any liability or lien to any greater extent than the proceeds thereof. The shipper and consignee shall remain liable, jointly and severally for any deficiency.
12. PWS will exercise due diligence in routing shipment. In the absence of contrary instructions by shipper on the air waybill, PWS may divert any shipment to surface transportation in order to expedite its movement. Regardless of the method of transportation employed, PWS freight charges from origin to destination will apply.
13. CONCEALED DAMAGE OR LOSS: Claims for loss or damage discovered by consignee after delivery and after a clear receipt has been given to PWS must be reported to PWS at destination within 24 (Twenty Four) hours of delivery, with formal written notice of the same to be received no later than 10 days after delivery, at which time PWS reserves the right to make inspection of the shipment, its container, and packing material. Overcharge claims must be made in writing to PWS within 6 (six) months of the billing date. NO CLAIM WILL BE PROCESSED BY PWS UNTIL ALL TRANSPORTATION CHARGES HAVE BEEN PAID IN FULL. THE AMOUNT OF THE CLAIM MAY NOT BE DEDUCTED FROM THE TRANSPORTATION CHARGES.
14. PAYMENT FOR SERVICES RENDERED IS NET 15 (FIFTEEN) DAYS. IF PAYMENT IS NOT RECEIVED WITHIN 30 (THIRTY) DAYS FINANCE CHARGES WILL BE APPLIED.
15. The rules related to liability established by The Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw, Poland on 12 October, 1929 shall apply to the international carriage of any shipment hereunder insofar as the same is governed hereby.
16. PWS acts as a self insurer for liability amounts below \$500 and maintains insurance coverage for amounts in excess thereof.
17. In order to expedite the shipment, shipment may be diverted to motor or other carrier as per tariff rule unless shipper gives other instructions hereon.