



## **General Terms and Conditions of Contract (Carriage)**

### **Acceptance**

- A. This agreement and any rate quotations endorsed on or attached hereto must be accepted within thirty (30) days from the proposal date by signature of shipper on the provided cover letter. In the absence of written acceptance, the act of rendering services as described herein or by the agreement of the parties or by course of dealing of the parties or by other affirmative act of shipper and PWS following the passage of thirty (30) days from the proposal date shall constitute acceptance.
- B. In the event that services requested or performed do not conform to the descriptions contained herein, or services requested are performed after thirty (30) days from the proposal date without prior written acceptance by shipper as provided in paragraph A of this section, PWS may refuse to perform. If PWS does perform, shipper agrees to rates and charges as may be assigned and invoiced by PWS and to all terms of contract.
- C. This agreement may be canceled by either party upon (thirty) 30 days prior written notice and may be deemed canceled in PWS' reasonable discretion if no services are performed or requested under this agreement for a period of one hundred eighty (180) days.

### **Application of Charges**

- A. Transportation charges are based on the greater of the following:
  1. The actual weight, or
  2. The dimensional weight. Dimensional weight will be determined using a factor of 194 for domestic services and 166 for international services.  $(\text{Length} \times \text{width} \times \text{height}) / \text{factor} = \text{dimensional weight}$ .
- B. If a service requested on the air waybill is to a zip code service not available, we will attempt to provide the service requested; however, additional charges will apply for upgraded service.
- C. Dangerous Good shipments are quoted on a per shipment basis. No special rates or discounts are given.
- D. Surcharges will be assessed for inside, residential, liftgate, hotel, convention, oversize, Saturday, Sunday, holiday, waiting time and special handling services.
- E. Beyond Charges are applicable to shipments picking up or delivering to areas beyond A-C of the current ACI guide and to non-major airport cities. The beyond delivery rate is \$0.11 per lb subject to a \$15.00 minimum.
- F. Rates are subject to fuel and security charges. Written notice will be provided 15 days prior to implementation. Surcharges will be removed once they are no longer valid.
- G. Import Rates are based on current currency rates. A currency adjustment factor (CAF) may be applied at time of invoice based on current rates.
- H. All shipments will be re-weighed and dimmed by PWS or an authorized representative.

### **Charges for Shipments Containing Oversized and Unusual Pieces**

- A. Shipments with any dimension (length, width, or height) of 48 inches or greater may be assessed a surcharge. This surcharge will only apply to air shipments.
- B. Shipments with a height of 45 inches or greater that cannot be tipped or laid down may also be subject to a surcharge.
- C. Shipments that are unusually shaped, difficult to handle, are uncrated, cannot be stacked, or which require special handling will be assessed an additional service charge.
- D. Shipments with pieces weighing in excess of 300 pounds moving via domestic air services may be assessed a surcharge.
- E. Oversized freight shipments will require an additional day in transit unless otherwise agreed upon.

### **Compliance with Government Requirements**

- A. The shipper shall comply with and be liable for all applicable laws and all U.S. Customs and other Government regulations of any jurisdiction to, from, or through which the shipment may be carried, including those relating to the packing, carriage or delivery of the shipment, and shall furnish information and attach such documents to the air waybill as may be necessary to comply with such laws and regulations. PWS will not be liable to the shipper for any loss or expense due to the shipper's failure to comply with this provision.

### **Description of Shipments**

- A. Contents of shipments must be accurate and specific on the PWS air waybill.
- B. The number of pieces included in a shipment for handling must be specified on the air waybill.

### **Inspection of Shipments**

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 air cargo's consignee, consignor, description and other relevant data will be retained in file until 30 days after the cargo are delivered. We may, but shall not be obligated to, inspect any shipment.

### **Liabilities Not Assumed**

- A. PWS will not be liable for mis-delivery, non-delivery, missed pickup, delay, loss or damage incurred in the performance of this agreement except in the event that such liability is actually incurred and caused by the willful misconduct or gross negligence of PWS or its agents. PWS shall not be responsible for contributory negligence attributable to the shipper, consignee, or third party. PWS shall not be liable to any party for any loss of profit or special, indirect, or consequential damages of any kind arising from the performance of this agreement.
- B. Without limiting the generality of Paragraph A, we shall not be liable for any delay, loss, damage, mis-delivery or non-delivery, caused by:
  - 1. The act, default or omission of the shipper, consignee or any other party claiming an interest in the shipment.
  - 2. The nature of the shipment, defect, or inherent vice of the product.
  - 3. Failure of the shipper or consignee to observe any term contained in this document.
  - 4. Acts of God, weather conditions, mechanical delay of aircraft or other equipment failures, environmental or dangerous goods, incident, perils of the air, public enemies, public authorities acting with actual or apparent authority, acts or omissions of custom officials, authority of law, quarantine, riots, strikes, civil commotions or hazards incident to a state of war.
  - 5. Acts or omissions of any person other than PWS, including delivery instructions from the shipper or consignee that were complied by us.
  - 6. Compliance with laws, government regulations, orders or requirements, or any cause beyond our control.
  - 7. We cannot guarantee delivery by a specific time or date. In no event shall we be liable for special, incidental or consequential damages due to delay, mis-delivery or non-delivery.

### **Limits of Liability**

- A. For shipments not having a declared value, \$.50 per pound for domestic shipments or \$20.00 per kilo for international shipments multiplied by the number of pounds (or fraction thereof) of each piece of the shipment which may have been lost, damaged, or destroyed (but not less than \$ 50.00 per shipment) or the actual value of such piece(s), whichever is less, plus the amount of any transportation charges for which the carrier may be liable, or the amount of any damages actually sustained, whichever is the least amount.
- B. For shipments having a declared value on the total shipment in the case of loss, damage, or destruction of part or the entire shipment, the declared value of the shipment or the actual value of the shipment, whichever is less, plus the amount of any transportation charges. In the case of loss, damage, or destruction of part of the shipment, the average declared value per pound of the shipment multiplied by the number of pounds (or fraction thereof) of each piece of the shipment(s), whichever is less, plus the amount of any transportation charges.
- C. Claims for damaged shipments must be made within 6 months of ship date. Notification of concealed damage must be made within 24 hours of receipt. Original shipping carton and contents must be retained by consignee for inspection. Claims for overcharges must be presented to Priority Worldwide Services within 90 days of the shipping date.
- D. Priority Worldwide Services does not cover the following items without special written approval. Perishables, artwork, neon signs, neon tubes, X-ray tubes, inherently fragile or valuable items, used equipment, and live animals.

### **Packing and Marking Requirements**

- A. Shipments must be prepared or packed insure safe transportation with ordinary care and handling.
- B. Any article susceptible to damage by ordinary handling must be adequately protected with proper packaging and must be marked with appropriate handling labels. PWS offers a packaging and crating service for an additional fee.
- C. Any article susceptible to damage as a result of conditions encountered during air transportation, such as high or low temperature, high or low atmospheric pressure, or sudden changes in either, must be adequately protected.
- D. Each piece of a shipment must be legible and durably marked with the name and address of the consignee.

### **Re-Delivery Service**

A shipment, which, through no fault of ours, cannot be delivered on the first tender of delivery to the consignee, will be returned to our terminal and the consignee will be notified. Re-delivery will be made upon request from the consignee. An additional charge will be assessed for re-delivery.

### **Payment terms**

Payment terms are net 15 days from date of invoice. Contract or special rates may be considered void and the shipment re-rated at full charges if invoice is not paid in 30 days. Contract and special rates only apply to prepaid shipments unless specifically stated in a contract rate proposal. Shipper agrees by signing air waybill to be responsible for all freight charges if unable to collect from consignee or third party within 45 days.

### **Indemnification**

Shipper represents and warrants that PWS has the right and authority perform the services requested in full compliance with the terms of this agreement. Shipper agrees to indemnify, defend and hold harmless PWS from any and all loss, cost and expense (including but not limited to

reasonable attorneys', court costs and fees) which PWS pays, incurs or shall otherwise become liable for as a result of any dispute or litigation, whether instituted by PWS or others, arising out of the performance of this agreement, or respecting shipper's right, title or interest in the goods.

**Accurate Information**

Shipper warrants that it has provided PWS with information concerning the services requested which is accurate, complete in all respects and otherwise sufficient to allow PWS to comply with all laws and regulations concerning the shipment, storage, handling and transporting of any items contemplated by the agreement of the parties. Shipper will indemnify, defend and hold PWS harmless from any and all loss, cost, penalty and expense (including reasonable attorneys' fees, court costs and fees) which PWS pays, incurs or shall otherwise become liable for as a result of shipper's failure to fully adhere to this obligation.

**Severability and Waiver**

- A. If any provision of this agreement, 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 hereof shall not be affected thereby but shall remain in full force and effect.
- B. PWS' failure to require strict compliance with any provision of this agreement or any provisions of the agreement shall not constitute a waiver or estoppel to later demand strict compliance with that or any other provision(s) of this agreement.
- C. The provisions of this agreement shall be binding upon the shipper's heirs, executors, successors and assigns; and take together with receipts, if any, contains the sole agreement between the parties; this agreement cannot be modified except by a writing signed by PWS.

**Choice of Law; Venue**

This agreement is governed by the laws of the State of Maryland. Shipper has been afforded the opportunity to review, has read, and acknowledges its understanding of the provisions of this agreement. If a dispute arises out of or in connection with the performance of this agreement, venue shall be the court of competent jurisdiction in Anne Arundel County, Maryland.

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