



## Terms and Conditions of this Contract

1. As used in this contract, "Carrier" means Gilbert Air Cargo, Inc. and its authorized agents.
2. In tendering this shipments for carriage, the shipper warrants that the shipment is packaged to protect the enclosed goods and to ensure safe transportation with ordinary care in handling, and that each package is appropriately labeled and is in good order for carriage as specified.
3. All shipments may, at Carrier's option, be opened and inspected; however, Carrier is not obligated to perform such inspection.
4. Carrier shall not be liable for any loss, damage, delay, mis-delivery, non-delivery or other result not caused by its own negligence. In any event, Carrier shall not be liable for loss, damage, delay or other results caused by (a) the act, default, or omission of the shipper, consignee or other party who claims interest in the shipment including any breach of the warranty set forth in paragraph 2 above; (b) acts of God, public enemies, public authorities acting with actual or apparent authority, authority of law, quarantine, riots, strikes, civil commotions, or hazards or dangers incident to a state of war; (c) the nature of the shipment, or any defect, characteristic or inherent vice thereof; (d) violation by the shipper or consignee of any of these conditions of contract; (e) compliance or non-Compliance with delivery or special instructions; (f) weather conditions, mechanical delay of aircraft or other equipment.
5. Carrier shall not be liable in any event for any special, consequential or incidental damages including but not limited to loss of profits, income, interest, utility or loss of market whether or not Carrier had knowledge that such damage might be incurred.
6. In consideration of Carrier's rate for the transportation of any shipment, which rate, in part is dependent upon the value of the shipment, the shipper and all other parties having an interest in the shipment agree that the limit of Carrier's liability shall be the lesser of
  - i. The amount of any damages actually sustained in accordance with the shipper's invoice: or
  - ii. (a) Where no value is declared, 50 cents per pound multiplied by the number of pound of those pieces of the shipment that may have been lost or damaged (but not less than \$50.00 per shipment).  
(b) Where a higher value is declared,
    1. In the case of loss or damage of the entire shipment, the declared value of the shipment (but not less than \$50.00 per shipment).
    2. In the case of loss or damage of part of the shipment, the average declared value per pound of the shipment multiplied by the number of pounds of that portion of the shipment that may have been lost or damaged (but not less than \$50.00 per shipment) plus the amount of any transportation charges for which Carrier has been paid for such portion of the shipment that may have been lost or damaged.



7. C.O.D shipments must have value declared for any coverage regardless of C.O.D. amount.
8. The shipper and the 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 or indemnify Carrier for all claims, fines, penalties, damages, costs or other sums which may be incurred by Carrier by reason of any violation of this contract or any other default of the shipper, consignee or their agents.
9. Shipper guarantees payment of all collect charges in the event consignee refuses payment.
10. Carrier shall have a lien on a shipment for all sums due and payable to Carrier.
11. In the event of non-payment of any sums payable to the Carrier, or failure or inability of consignee to take a delivery of a shipment, Carrier will hold the shipment subject to storage charges. Carrier will notify shipper in writing at the address shown on the air bill and request disposition instructions. After disposal or sale any proceeds that exceed the amount of such a liability lien, storage charges, disposal charges or selling expenses, will be remitted to shipper. The shipper and consignee shall be liable, jointly and severally, for any deficiency.
12. Carrier will exercise due diligence in routing shipments. In the absence of specific contrary instructions by the shipper on the air bill, Carrier may divert any shipment to surface transportation in order to expedite its movement. Regardless of the method of transportation employed, the Carrier's airfreight charges from origin to destination will apply.
13. No claims with respect to a shipment, any part of which is received by the consignee, will be entertained until all transportation charges have been paid.
14. Claims for loss or damage discovered by the consignee after delivery and after a clear receipt has been given to Carrier, must be reported in writing to Carrier within 10 days after delivery of shipment, with privilege to the Carrier to inspect the shipment and its container(s) and packing material within 15 days after receipt of such notice.
15. Carrier must make claims for loss or damage in writing within a period of 90 days after the date of acceptance.
16. Carrier shall not be liable in any action, unless a claim has been filed, and such action is brought within 6 months after the date written notice is given to the claimant that Carrier has disallowed the claim in full or in part.
17. In the event the Carrier has to retain an attorney, or begin legal proceedings to enforce any portion of, or this entire contract, the shipper or consignee shall be liable for all costs and attorney fees.
18. International air carriage, including carriage to Canada, is subject to the rules relating to the liability established by the Convention for the Unification of the Certain Rules relating to International Carriage by Air, signed at Warsaw, October 12, 1929.
19. Any piece of freight exceeding 70 inches in length, width, or height will be considered "oversized material" and will be rated at 150% of tariff.



20. In accordance with Gilbert Air Cargo, Inc. policy, hazardous materials (Dangerous Goods) will not be accepted under any circumstances. Shipper guarantees upon tender to Gilbert Air Cargo, Inc. that no hazardous material (regulations 49 CFR parts 171-180) is concealed in any form. Hazardous materials include explosives, compressed gasses, flammable liquids and solids, oxidizers, poisons, corrosives and radioactive materials. Any violation can result in civil and criminal penalties. Gilbert Air Cargo, Inc. complies with all TSA rules and regulations.