

AIR GROUND LOGISTICS, INC.  
FREIGHT FORWARDER  
TARIFF NUMBER 1

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AIR GROUND LOGISTICS, INC.  
TARIFF NUMBER 1

naming

rates and rules, terms and conditions applicable to  
freight forwarder service  
provided on shipments of freight, all kinds,  
by AIR GROUND LOGISTICS, INC.

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Federal Motor Carrier Safety Administration Number FF-9838

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**THE RATES AND CHARGES IN THIS TARIFF ARE SUBJECT TO LIMITS OF LIABILITY.**

**AIR GROUND LOGISTICS, INC. WILL TRANSPORT SHIPMENTS ONLY SUBJECT TO A LIMIT OF LIABILITY UNLESS A RELEASED OR DECLARED VALUE IS DECLARED, IN WRITING, PRIOR TO THE TIME OF SHIPMENT.**

**WHEN A SHIPMENT IS TRANSPORTED UNDER A RELEASED VALUE, THE LIABILITY OF AIR GROUND LOGISTICS, INC. FOR LOSS OF OR DAMAGE TO THAT SHIPMENT IS LIMITED TO THE AMOUNT OF LIABILITY AT WHICH THE SHIPMENT IS RELEASED, IN WRITING, AND SUBJECT TO PAYMENT FOR THAT ADDITIONAL DECLARED VALUATION.**

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Issued by Tom Smith, President

754 Foster Ave., Bensenville, Illinois 60106 - [airgroundlogisticsinc.com](http://airgroundlogisticsinc.com)

AIR GROUND LOGISTICS, INC.  
TARIFF NUMBER 1

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CHECK SHEET OF TARIFF PAGES

The title page and the pages of this tariff listed below are effective with the date shown on that page. This check sheet will be revised each time pages are revised for the convenience of users of this tariff. The following list shows all revisions and corrections as of the date of this page.

PAGE NUMBER	REVISION
Title	original
1	original
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10	original
11	original
12	original
13	original
14	original
15	original
16	revision 1
17	original

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ITEM 100 - APPLICATION OF TARIFFS

(a) This tariff applies to shipments as to which AIR GROUND LOGISTICS, INC. provides services as a freight forwarder as that term is defined in the Interstate Commerce Commission Termination Act or as an indirect cargo air carrier as that term is defined in 14 CFR Part 296, or as the term freight forwarder may be in general commercial use.

(b) AIR GROUND LOGISTICS, INC. holds itself out to the general public (other than as an express, pipeline, rail, sleeping car, motor or water carrier) to provide transportation of property (except household goods) for compensation and in the ordinary course of its business to (1) assemble and consolidate, shipments and perform or provide for break-bulk and distribution operations of the shipments; (2) assume responsibility for the transportation from the place of receipt to the place of destination; and (3) to use for any part of that transportation a carrier subject to the jurisdiction of the Interstate Commerce Commission under Subchapter I, II, or III of Chapter 105 of Title 49, United States Code, as amended from time to time, or to use for the whole or any part of such transportation the services of an air carrier or a foreign air carrier that directly engages in the operation of aircraft under a certificate, regulation, order or permit issued by the United States Department of Transportation, or the services of its agent, or of another indirect cargo air carrier.

(c) This tariff states the terms on which AIR GROUND LOGISTICS, INC. will perform service. A request for service by any party and/or acceptance of services from AIR GROUND LOGISTICS, INC. by any party constitutes the acceptance, by that party, of the continuing offer of AIR GROUND LOGISTICS, INC. to perform services subject to the terms and conditions stated in this tariff. All tariff items, terms and conditions are published on the AIR GROUND LOGISTICS, INC. website at [airgroundlogisticsinc.com](http://airgroundlogisticsinc.com).

ITEM 110 - DEFINITIONS

(a) The term "Forwarder," when used in this tariff, means AIR GROUND LOGISTICS, INC..

(b) The term "shipper" means a party who requests AIR GROUND LOGISTICS, INC. to provide services or for whom services are performed by AIR GROUND LOGISTICS, INC.

(c) The term "shipment" means one lot of freight tendered to AIR GROUND LOGISTICS, INC. by one consignor at one place at one time for delivery to one consignee at one place on one day, on one bill of lading.

(d) The term "holidays" as used in this tariff means the following: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, or the day on which they are observed.

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ITEM 200 - TERMS AND CONDITIONS OF EACH BILL OF LADING/WAYBILL/AIRBILL

Each bill of lading, waybill or airbill issued by or for AIR GROUND LOGISTICS, INC. shall be subject to the following terms and conditions, which shall be deemed to be incorporated into any document issued by or for AIR GROUND LOGISTICS, INC. Any such bill of lading, waybill or airbill is also subject to all of the terms and conditions stated in this tariff.

1. The shipment described in this bill of lading/waybill/airbill/airbill is subject to the terms and conditions stated in the tariffs published and/or adopted by AIR GROUND LOGISTICS, INC. as in effect on the date of shipment.
2. The liability of AIR GROUND LOGISTICS, INC. for this shipment is limited to 50 cents per pound per article, unless shipper declares a higher value in writing and pays the additional valuation charges. EXCEPTION - The following is applicable only on shipments originating at or destined to international points: liability of AIR GROUND LOGISTICS, INC. is limited to 17 Special Drawing Rights per kilogram multiplied by the number of pounds of each piece of the shipment which may have been lost, damaged, delayed or destroyed, or the actual value of such piece(s), whichever is less.
3. AIR GROUND LOGISTICS, INC. shall not be liable for delay or loss of or damage to the shipment described in this bill of lading/waybill/airbill when that delay, loss or damage is caused by the act of God, the public enemy, the authority of law, or the act or omission of a person or entity other than AIR GROUND LOGISTICS, INC., the inherent vice or defects of the shipment shipped, natural loss or shrinkage, or as a result of any other cause or condition beyond the reasonable control of AIR GROUND LOGISTICS, INC.. AIR GROUND LOGISTICS, INC. shall not be liable for special, incidental, or consequential damages, and AIR GROUND LOGISTICS, INC. hereby disclaims all warranties, express or implied, with respect to this shipment.
4. As a condition precedent to recovery (1) all charges applicable to the shipment must be paid and (2) claims must be filed in writing with AIR GROUND LOGISTICS, INC. within 9 months after delivery of the shipment described in this bill of lading/waybill/airbill, or, in case of failure to make delivery, then within 9 months after a reasonable time for delivery has elapsed. Lawsuits on such claims shall be instituted against AIR GROUND LOGISTICS, INC. only within 2 years and 1 day from the date of notice in writing given by AIR GROUND LOGISTICS, INC. to the claimant that AIR GROUND LOGISTICS, INC. has disallowed the claim, either in whole or in part. Where claims are not filed or suits are not instituted on those claims in accordance with these provisions, AIR GROUND LOGISTICS, INC. shall not be liable, and such claims shall not be paid.

ITEM 200 IS CONTINUED ON THE FOLLOWING PAGE.

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ITEM 200 - TERMS AND CONDITIONS OF EACH BILL OF LADING/WAYBILL/AIRBILL  
(continued from the preceding page)

5. AIR GROUND LOGISTICS, INC. shall have a lien on the goods in this shipment for any charges described in this section, INCLUDING CHARGES FOR PREVIOUS SHIPMENTS TRANSPORTED OR SERVICES PERFORMED BY AIR GROUND LOGISTICS, INC.
6. Even if SHIPPER or CONSIGNEE ask AIR GROUND LOGISTICS, INC. to bill another party, SHIPPER and CONSIGNEE shall be absolutely responsible and liable to AIR GROUND LOGISTICS, INC. for all charges, expenses and fees (including attorneys's fees) under this bill of lading/waybill/airbill. AIR GROUND LOGISTICS, INC. may refuse to deliver any shipment shipped under this bill of lading/waybill/airbill if AIR GROUND LOGISTICS, INC. deems itself insecure as to payment or if AIR GROUND LOGISTICS, INC. does not receive reasonable assurances that it will receive full payment for charges, expenses, fees and services.

**7. IF AIR GROUND LOGISTICS, INC. HAS NOT RECEIVED FULL PAYMENT OF ALL OF THE CHARGES WITHIN A PERIOD NOT TO EXCEED 60 DAYS, BEGINNING ON THE LATER OF THE DATE OF DELIVERY OR THE DATE ON WHICH THE INVOICE (FREIGHT BILL) IS PRESENTED, AIR GROUND LOGISTICS, INC. MAY, AT ITS SOLE OPTION, RETAIN AN ATTORNEY, FILE SUIT, OR TAKE ANY OTHER ACTION TO COLLECT ITS CHARGES, AND, IN THAT EVENT, ANY PARTY RESPONSIBLE FOR PAYMENT OF THE FREIGHT CHARGES WILL BE INVOICED AND WILL BE RESPONSIBLE FOR PAYMENT OF ATTORNEYS' FEES, COURT COSTS, EXPERT WITNESS FEES, AND ANY OTHER COSTS, FEES AND EXPENSES INCURRED BY AIR GROUND LOGISTICS, INC. IN CONNECTION WITH THE COLLECTION OF THE AMOUNT DUE.**

ITEM 220 - WAIVER OF OTHER RIGHTS AND REMEDIES

If any service provided by AIR GROUND LOGISTICS, INC. is determined to be subject to the Interstate Commerce Commission Termination Act of 1995 (49 U.S.C. 13101 and following sections), then to the extent that any right or remedy provided in this tariff or in any of the terms and conditions of this tariff or any bill of lading/waybill/airbill conflicts or is otherwise inconsistent with the rights and remedies provided by that Act, AIR GROUND LOGISTICS, INC. and SHIPPER expressly waive all such rights and remedies, except those governing registration, insurance and safety fitness.

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ITEM 250 - ARTICLES OF UNUSUAL VALUE

(1) Articles or shipments with a declared value in excess of \$25,000.00 will not be accepted for transportation unless the SHIPPER makes advance arrangements for such articles or shipments with AIR GROUND LOGISTICS, INC. in writing. In no event shall the liability of AIR GROUND LOGISTICS, INC. for aggregate losses at any one time at any one place exceed \$100,000.00.

(2) AIR GROUND LOGISTICS, INC. will not accept for transportation any shipment or commodity prohibited by law. In addition, the following items of extraordinary value are not accepted for transportation by AIR GROUND LOGISTICS, INC.: (a) original works of art; (b) antiques; (c) stocks, bonds, or original documents of any other kind; (d) coins of any kind, currency and currency equivalents; (e) furs or fur clothing; (f) gems and stones (cut or uncut); (g) industrial diamonds; (g) jewelry (other than costume jewelry); (h) precious metals; (i) negotiable securities; (j) time sensitive written materials (such as contract bids and proposals); (k) household goods and personal effects; (l) one-of-a-kind articles, models or prototypes; (m) valuable rugs (i.e. oriental rugs, Persian rugs); and other similar or related items or other items which may be considered to have an unusual or extraordinary value.

(3) If AIR GROUND LOGISTICS, INC. inadvertently accepts any such articles as described in this item or any articles with a declared value in excess of \$25,000.00 as to which the SHIPPER has not secured AIR GROUND LOGISTICS, INC.'s prior approval as required, the liability of AIR GROUND LOGISTICS, INC. for loss or damage shall be limited to the lesser of (A) \$0.50 per pound per piece damaged with a maximum \$50.00 per shipment or (B) the actual invoice value of the article or articles lost or damaged.

ITEM 347 - ARTICLES EMBRACED IN THE SAME ITEM

Unless otherwise provided in particular rate items, different articles embraced in the same item may be shipped in straight or mixed shipments at the rates shown.

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ITEM 406 - CIRCUITOUS ROUTES

(a) If a particular route or type of service must be used due to governmental restrictions or operations of any type, or if the shipper, consignor or consignee requests that a particular route or type of service be used, or if a particular route or service is used to meet the requirements of shipper, consignor or consignee (including the need to pick up or deliver at stopoff points) or to comply with applicable laws or governmental rules or regulations, then the shipment will be transported over that route or by that service and AIR GROUND LOGISTICS, INC. will charge for use of that route or service, even if that route or service is not the most direct route between the origin and final destination of the shipment or shipments involved.

(b) If a particular route or service cannot be used due to governmental restrictions or operations of any type, or if the shipper, consignor or consignee requests that a particular route or service not be used, or if applicable laws, governmental rules or regulations prohibit the use of a particular route or service, the most direct, available alternative route or service for that shipment will be used, and AIR GROUND LOGISTICS, INC. will bill for the use of that most direct, available alternative route or service, even if that route or service is not the most direct route or service between the origin and the destination of the shipment or shipments involved.

ITEM 410 - SECURITY

The TSA requires that AIR GROUND LOGISTICS, INC. refuse to offer air transportation of any cargo where the SHIPPER does not consent to screening of the cargo. The TSA considers all cargo tendered for air transportation to be subject to screening by the forwarder, air carrier or the TSA. AIR GROUND LOGISTICS, INC., its hired carriers and any other entities involved with a shipment and the TSA may conduct screening of cargo. AIR GROUND LOGISTICS, INC. shall not be liable for loss, damage or delay due to opening of cargo, resulting physical inspection or repackaging or any effect on delivery times. As required by law and applicable regulations, information provided by SHIPPER may be used to qualify SHIPPER as a possible known shipper. Providing information is voluntary. However, failure to provide the information may prevent qualification as a known shipper. This information received by AIR GROUND LOGISTICS, INC. and its hired carriers and other entities involved in any shipment may be disclosed to TSA personnel and contractors or other people or entities involved in the maintenance and operation of the known shipper program. TSA may share the information with airport operators, other carriers, or entities involved with a shipment, law enforcement agencies and others in accordance with Privacy Act, 5 U.S.C. Section 552a. Additional security requirements may be imposed upon SHIPPER and upon AIR GROUND LOGISTICS, INC. and both parties shall promptly comply with those requirements.

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ITEM 407 - CLAIMS; EXCEPTIONS TO LIABILITY.

(a) Claims against AIR GROUND LOGISTICS, INC. shall be handled as provided in 49 CFR Part 1005, as the same may be amended from time to time, and which is incorporated into this tariff by reference.

(b) AIR GROUND LOGISTICS, INC. shall not be liable for loss of or damage to any of the goods being transported when that loss or damage is caused by the act of God, the public enemy, the authority of law, or the act or omission of a person or entity other than AIR GROUND LOGISTICS, INC., the inherent vice or defects of the goods shipped, natural loss or shrinkage, or as a result of any other cause or condition beyond the reasonable control of AIR GROUND LOGISTICS, INC.. Under no circumstances will AIR GROUND LOGISTICS, INC. be liable for delay in pickup, transportation or delivery of any shipment, regardless of the cause of such delay.

(c) As a condition precedent to recovery, claims must be filed in writing with AIR GROUND LOGISTICS, INC. within 9 months after delivery of the goods, or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed. Lawsuits on such claims shall be instituted against AIR GROUND LOGISTICS, INC. only within 2 years from the date of notice in writing given by AIR GROUND LOGISTICS, INC. to the claimant that AIR GROUND LOGISTICS, INC. has disallowed the claim, either in whole or in part. Where claims are not filed or suits are not instituted on those claims in accordance with these provisions, AIR GROUND LOGISTICS, INC. shall not be liable, and such claims shall not be paid.

(d) Claims for concealed loss or damage must be reported to AIR GROUND LOGISTICS, INC., in writing, within 7 days of the date of delivery of the shipment. AIR GROUND LOGISTICS, INC. and its agents shall have the right to inspect the shipment in case of a concealed loss or damage claim.

(e) All shipments as to which a claim may be made must be retained in the original shipping container for a period of 21 days after AIR GROUND LOGISTICS, INC. has received notice of the damage or concealed loss, in order that AIR GROUND LOGISTICS, INC. or its agent may inspect that shipment.

(f) No claim for loss of or damage to a shipment will be processed until all charges relating to that shipment have been paid.

(g) With respect to shipments of perishables, any party receiving same in damaged condition must immediately notify AIR GROUND LOGISTICS, INC. so that inspection of shipments may be made at once.

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ITEM 435 - COLLECTION OF CHARGES

(a) Shipper and consignee and any other party involved with any shipment shall be liable, jointly and severally, for all unpaid charges payable on account of any shipment, including sums advanced or disbursed by AIR GROUND LOGISTICS, INC. on account of that shipment.

(b) When AIR GROUND LOGISTICS, INC. has not received full payment of its charges within 30 days of AIR GROUND LOGISTICS, INC.'s invoice, AIR GROUND LOGISTICS, INC. will assess a late payment charge equal to one and one-half percent (1.5%) of the unpaid amount of the invoice for each thirty (30) days, or fraction thereof, that the invoice remains unpaid after the expiration of that period.

(c) If AIR GROUND LOGISTICS, INC. has not received full payment of all of the charges within a period not to exceed sixty (60) days, AIR GROUND LOGISTICS, INC. may, at its sole option, retain an attorney, file suit, demand arbitration or take any other action to collect its freight charges, and, in that event, **any party responsible for payment of the charges which are provided for in this bill of lading will be invoiced and will be responsible for payment of attorneys' fees, court costs, expert witness fees, and any other costs, fees and expenses incurred by AIR GROUND LOGISTICS, INC. in connection with the collection of the amount due.**

(d) Even if shipper or consignee ask AIR GROUND LOGISTICS, INC. to bill another party, shipper and consignee shall be absolutely responsible and liable to AIR GROUND LOGISTICS, INC. for all charges, expenses and fees (including attorneys's fees) applicable to the shipment.

(e) AIR GROUND LOGISTICS, INC. may refuse to deliver any goods shipped if AIR GROUND LOGISTICS, INC. deems itself insecure as to payment or if AIR GROUND LOGISTICS, INC. does not receive reasonable assurances that it will receive full payment for charges, expenses, fees and services. If a bill of lading is issued on the order of shipper or consignee in exchange or in substitution for another bill of lading, the signature of any party on that prior bill of lading as to the statement of value or otherwise in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with the second bill of lading.

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AIR GROUND LOGISTICS, INC.  
TARIFF NUMBER 1ITEM 450 - DELIVERY ATTEMPTED BUT NOT MADE

(a) If AIR GROUND LOGISTICS, INC. attempts to deliver a shipment or part of a shipment but cannot deliver the shipment on its first attempt, AIR GROUND LOGISTICS, INC. will charge the following amounts for each subsequent attempt to deliver the shipment or a part of it:

\$50.00.

(b) If, for any reason beyond the control of AIR GROUND LOGISTICS, INC. it is not able to deliver the shipment or a part of it at the time and place agreed to by AIR GROUND LOGISTICS, INC., AIR GROUND LOGISTICS, INC. shall be responsible for the shipment only as a warehouse. AIR GROUND LOGISTICS, INC., in its discretion, may keep the shipment or part of it in a vehicle or store the shipment or part of it somewhere else. In either case, AIR GROUND LOGISTICS, INC. will assess reasonable storage charges until AIR GROUND LOGISTICS, INC. is able to deliver those goods. At the option of AIR GROUND LOGISTICS, INC., a shipment or part of it may be removed to and stored in a public or licensed warehouse at or near the place of delivery or other available place, at the cost of the shipper, consignee, third party, and/or the owner of the goods, and AIR GROUND LOGISTICS, INC. may hold the shipment or part of it there without liability on the part of AIR GROUND LOGISTICS, INC., and subject to a lien in favor of AIR GROUND LOGISTICS, INC. for all freight and other applicable charges, including reasonable charges for storage and protection of the goods stored. When non-perishable goods which have been transported by AIR GROUND LOGISTICS, INC. are refused by the receiver, and if shipper does not give AIR GROUND LOGISTICS, INC. other delivery or handling instructions within 72 hours of AIR GROUND LOGISTICS, INC.'s notice to shipper that goods have been refused, AIR GROUND LOGISTICS, INC. may sell or otherwise dispose of the goods in any way allowed by law. When perishable goods which are refused by receiver, AIR GROUND LOGISTICS, INC. may, in its discretion, take any action which it believes to be appropriate to prevent or minimize deterioration or destruction of the goods, including sale of those goods. The proceeds of any sale made under this bill of lading shall be applied by AIR GROUND LOGISTICS, INC. to payment of its charges (including all costs, expenses, fees and attorneys fees provided for under any section of this bill of lading), storage, and any other charges and expenses arising out of or connected with the sale of the goods, and other costs, fees and expenses incurred by AIR GROUND LOGISTICS, INC. to care for or maintain the goods. Any remaining balance will be paid to the actual owner of the goods.

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ITEM 500 - DETENTION CHARGES

Detention charges will be assessed under this Item 500 when vehicles operated by or on behalf of AIR GROUND LOGISTICS, INC. are delayed beyond the time specified in this Item 500.

(a) When there is a delay to the pickup or delivery of a shipment at or on the premises of the consignor or consignee, or at a place designated by the shipper, consignor or consignee for pickup or delivery of a shipment, and that delay is directly attributable to the shipper, consignor, consignee, or parties designated by any one of them, the AIR GROUND LOGISTICS, INC. will charge for detention.

(b) Detention charges will be assessed if the pickup or delivery of a shipment is delayed beyond 30 minutes. A charge of \$300.00 will be made for each 30-minute period, or fraction of a 30-minute period, for the time during which AIR GROUND LOGISTICS, INC. is delayed beyond that time.

(c) Time for pickup or delivery of shipments will begin with the arrival of the vehicle at the premises or place designated for pickup or delivery, ready to pick up or deliver, and will end at the time when all the necessary shipping documents have been executed and the vehicle is ready to leave the premises or place designated, as the case may be.

(d) The terms "premises" and "place designated," as used in this Item 500, mean the limits of the property which are a part of the plant, facility or other location or area at which pickup or delivery are made.

(e) AIR GROUND LOGISTICS, INC. will keep a record of the following information and make it available to the party paying freight charges upon request:

- (1) Name and address of consignor or consignee at whose place of business shipments are picked up or delivered; and
- (2) Identification of each vehicle involved in pickup or delivery; and
- (3) Date and time of arrival of each vehicle, for pickup or delivery, and the name of driver making the pickup or delivery; and
- (4) Date and time the vehicle is released for departure by shipper, consignor or consignee after pickup or delivery is completed and the name of the person authorizing release of vehicle.

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ITEM 510 - DISTANCES - DETERMINATION OF MILEAGE

In connection with any rates provided in this tariff, if distance is relevant to calculation of rates or charges, distance or mileage will be determined under the official state highway map of the state in which service is performed.

ITEM 540 - HAZARDOUS MATERIALS

Hazardous materials shall be handled and transported in accordance with the rules and regulations of the United States Department of Transportation in Title 49 of the Code of Federal Regulations, and in accordance with all other laws, rules and regulations applicable to transportation of hazardous materials. Every person or entity that ships hazardous materials without previous full written disclosure to AIR GROUND LOGISTICS, INC. of their nature and that fact that they are being tendered to AIR GROUND LOGISTICS, INC. shall be liable for and shall defend, indemnify and hold AIR GROUND LOGISTICS, INC. harmless from and against any and all losses, damages or injuries (including death), costs, fees (including attorneys' fees) and expenses incurred by AIR GROUND LOGISTICS, INC. as a result of or in connection with such items, acts or omissions.

ITEM 570 - IMPRACTICABLE OPERATION

Nothing in this tariff shall require AIR GROUND LOGISTICS, INC. to pick up or deliver shipments at origin or destination points at which, on account of conditions of alleys, streets, roads or driveways, it is impracticable to operate vehicles or other equipment or when pickup or delivery would endanger the safety of AIR GROUND LOGISTICS, INC. or any person or property.

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ITEM 680 - PACKING AND PACKAGING

(a) All shipments must be packed and prepared to as to ensure safe and practical transportation and protection against the risks and hazards of transportation. Shipments not so packed and prepared will be handled at AIR GROUND LOGISTICS, INC.'s option and at the risk of the shipper, consignor, consignee or owner, as the case may be. Sealed envelopes and packages will be accepted for transportation only if the contents and value are declared and shown on the delivery receipt.

(b) AIR GROUND LOGISTICS, INC. may, at its option, open and inspect any packages tendered to AIR GROUND LOGISTICS, INC. at any time, to determine the contents of any such package and to determine whether such package and its contents comply with applicable laws, rules, regulations, tariffs or agreements. If AIR GROUND LOGISTICS, INC. opens and inspects those packages, and AIR GROUND LOGISTICS, INC. determines that any such shipment, package or contents does not comply with applicable laws, rules, regulations, tariffs or agreements, shipper, consignee and any third party shall be responsible for the costs, fees and expenses incurred by AIR GROUND LOGISTICS, INC. in opening and resealing or repacking those packages, and AIR GROUND LOGISTICS, INC. may refuse to transport or handle any such shipment.

(c) AIR GROUND LOGISTICS, INC. reserves the absolute right to reject shipments at any time when a shipment may, in AIR GROUND LOGISTICS, INC.'s opinion, cause or contribute to loss, damage or destruction of any other shipment or any property or person, or if acceptance of that shipment or delivery of it by AIR GROUND LOGISTICS, INC. would violate any law, rule, regulation, tariff or agreement.

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ITEM 751 - PICKUP FROM AND DELIVERY TO UNATTENDED LOCATIONS

AIR GROUND LOGISTICS, INC. will pick up or deliver at unattended locations only under the following conditions:

(a) Prior arrangements must be made by shipper, consignor, consignee or one of their agents, and AIR GROUND LOGISTICS, INC. must be given keys, instructions, documents and other items needed to pick up or deliver at the unattended location. Shipper, consignor or consignee designate someone, and give AIR GROUND LOGISTICS, INC. the telephone number of that person, whom AIR GROUND LOGISTICS, INC. can contact if it cannot pick up or deliver at that stop or if AIR GROUND LOGISTICS, INC. runs into difficulties at the time it picks up or delivers at that stop.

(b) AIR GROUND LOGISTICS, INC., its employees, agents, contractors and subcontractors shall have no liability or responsibility for loss, damage or injury (including death) arising out of or in connection with delivery to or pickup at unattended locations, and all such liability and responsibility are hereby disclaimed, except to the extent and in the proportion that such loss, damage or injury are caused or contributed to by the grossly negligent or willful acts or omissions of AIR GROUND LOGISTICS, INC., its employees, agents, contractors or subcontractors.

(c) If AIR GROUND LOGISTICS, INC. is unable to pick up or deliver at an unattended location, AIR GROUND LOGISTICS, INC. shall notify the person designated by shipper, consignor or consignee, as required by subsection (a) of this item, of AIR GROUND LOGISTICS, INC.'s inability to pick up or deliver at that stop. However, AIR GROUND LOGISTICS, INC., its employees, agents, contractors and subcontractors shall have no liability or responsibility for inability or failure to notify the designated person or for inability or failure to pick up or deliver at that stop in the absence of shipper, consignor, consignee or their agent (as the case may be), and all such liability and responsibility are hereby disclaimed.

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754 Foster Ave., Bensenville, Illinois 60106 - [airgroundlogisticsinc.com](http://airgroundlogisticsinc.com)

AIR GROUND LOGISTICS, INC.  
TARIFF NUMBER 1

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**ITEM 848 - RELEASED AND DECLARED VALUES OF SHIPMENTS; VALUATION CHARGES; LIMITATION OF LIABILITY**

(a) AIR GROUND LOGISTICS, INC. will transport shipments subject to this Item at a "released value" or a "declared value," as explained in this item. A shipment will be transported at a "released value" unless the shipper declares a higher value, called the "declared value." Shipping goods under a "released value" limits the AIR GROUND LOGISTICS, INC.'s liability. In return for that limitation of liability, the shipper does not pay valuation charges which are assessed when a shipper uses the "declared value" service described below.

(b) When a shipment is transported under a released value, the AIR GROUND LOGISTICS, INC.'s liability for loss of or damage to the shipment is limited to the amount at which the shipment is released.

(c) Liability of AIR GROUND LOGISTICS, INC. is limited to 50 cents per pound multiplied by the number of pounds (or fraction of a pound) of each piece of the shipment which may have been lost, damaged, or destroyed (but not less than \$50.00 per shipment), unless a higher value is declared on the bill of lading and the applicable charges for such additional valuation are paid to AIR GROUND LOGISTICS, INC. by shipper. However, even if a higher valuation is declared by shipper, AIR GROUND LOGISTICS, INC. will be responsible for payment only of the actual value of such piece(s) which are lost, damage or destroyed or that valuation, whichever is the least amount. Commodities may be deemed to have a lesser value, in which case the value as stated in the governing tariffs published by or for AIR GROUND LOGISTICS, INC. or in a contract executed by AIR GROUND LOGISTICS, INC. will apply. Under no circumstances will AIR GROUND LOGISTICS, INC. be liable for incidental, consequential or special damages.

**EXCEPTION:** The following is applicable only on shipments destined to and from international points: Liability of AIR GROUND LOGISTICS, INC. will be increased to a maximum sum of 17 Special Drawing Rights per kilogram, unless the Shipper has made, at the time when the package was handed over to the AIR GROUND LOGISTICS, INC. a special declaration of interest in delivery at destination and has paid a supplementary sum, if the case so requires. In that case the AIR GROUND LOGISTICS, INC. will be liable to pay a sum not exceeding the declared sum, unless it proves that the sum is greater than the Shipper's actual interest in delivery at destination.

**EXAMPLE (for domestic shipments):** If a shipment weighs 50 pounds, the AIR GROUND LOGISTICS, INC.'s liability for loss or damage will be no more than \$50.00, even if the actual value of the shipment is significantly more than \$50.00.

(ITEM 848 IS CONTINUED ON THE FOLLOWING PAGE)

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**ITEM 848 - RELEASED AND DECLARED VALUES OF SHIPMENTS; VALUATION CHARGES; LIMITATION OF LIABILITY**

(continued from the preceding page)

(d) The shipper may, for an extra charge, declare a higher value for each shipment, and the AIR GROUND LOGISTICS, INC.'s liability for loss of or damage to that shipment will be limited to that amount, instead of the "released value" amount. Charges for shipments which are subject to this item will be as follows:

RELEASED TO A VALUE  
NOT TO EXCEED 50 CENTS  
PER POUND OR FRACTION

RELEASED TO A VALUE  
EXCEEDING 50 CENTS PER  
POUND OR FRACTION

base rate

base rate plus a charge \$.65 for each \$100.00 or fraction thereof of value in excess of the valuation to which the base rate applies, subject to a \$35.00 minimum charge

**The declaration of value must be in writing, signed by the shipper.**

(e) Here is an example of how valuation charges work. If a shipper believes that the value of its shipment will be \$10,000.00, the shipper must state that value on the bill of lading or other shipping document, in writing, and the shipper must sign that bill of lading or other shipping document. AIR GROUND LOGISTICS, INC. will assess a charge of \$65.00 for that valuation (\$10,000.00 divided by \$100 = 100 x \$.65 = \$65.00). If the AIR GROUND LOGISTICS, INC. is liable for loss of or damage to the shipment, AIR GROUND LOGISTICS, INC.'s liability would be limited to \$10,000.00 (the declared value of the shipment). In this example, if the loss of or damage to the shipment for which AIR GROUND LOGISTICS, INC. is responsible is less than \$10,000.00, AIR GROUND LOGISTICS, INC.'s liability is the smaller amount. If the loss of or damage to the shipment for which AIR GROUND LOGISTICS, INC. is responsible is greater than \$10,000.00, AIR GROUND LOGISTICS, INC.'s liability is limited to \$10,000.00.

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ITEM 860 - REFUSED, RETURNED, UNDELIVERED SHIPMENTS

If for any reason not attributable to AIR GROUND LOGISTICS, INC. a shipment or any part of a shipment is not accepted by the consignee at destination, that shipment may be returned to the point of origin on order of the shipper; provided, however, that charges equal to the full outbound charges for the entire shipment via the route of that outbound shipment will be assessed for the return of that shipment. These charges will be in addition to the outbound charges and all other lawful charges applicable to the shipment. Time during which AIR GROUND LOGISTICS, INC.'s vehicle is held waiting for orders under this item will be considered as part of unloading time and will be charged for as provided in Item 500.

ITEM 985 - EQUIPMENT FURNISHED BUT NOT USED; CANCELLATION OR SUSPENSION OF ORDERS

When any person or entity places an order for service with AIR GROUND LOGISTICS, INC. and later suspends or cancels that order, suspension or cancellation must be made before equipment to be used for that service leaves its terminal, garage, or other point from which it is to be dispatched for the purpose of filling that order; otherwise, charges will be assessed at the rate of \$150.00 per hour or fraction of an hour from the time the equipment leaves its terminal, garage or point of dispatch until the time it has returned to that terminal, garage or next point of dispatch. Time will be computed to the nearest 5 minutes, and each fraction of 5 minutes will be billed as a full 5 minutes.

ITEM 1000 - RATES AND OTHER CHARGES

AIR GROUND LOGISTICS, INC. agrees to transport commodities from and to the points and at the prices agreed upon from time to time between Shipper and AIR GROUND LOGISTICS, INC.. Each such agreement shall be incorporated into a rate confirmation exchanged between Shipper and AIR GROUND LOGISTICS, INC.. Each signed rate confirmation shall be governed by this tariff. Rate confirmations may be exchanged by fax, or e-mail, with confirmed transmission.

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