

TERMS AND CONDITIONS

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.
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.**