

RULES CIRCULAR SETTING FORTH
CARRIER'S SERVICE CONDITIONS FOR



AND CHARGES

Applying on

GLOBAL FREIGHT FORWARDING TRANSPORTATION
FREIGHT ALL KINDS

BETWEEN ALL POINTS
IN THE UNITED STATES, CANADA and MEXICO
THIS RULES CIRCULAR APPLIES ON INTERSTATE AND INTRASTATE COMMERCE

ISSUED: September 9th, 2011

EFFECTIVE: September 24, 2019

ISSUED BY:

R. Louis Schneeberger

84 Medina Road

Medina, Ohio 44256

Phone: 800-685-0657

Fax: 330-723-0649

Terms and Conditions

Panther Global Forwarding (“Forwarder”) is a properly credentialed freight forwarder and indirect air carrier (IAC) which holds out to arrange for domestic and international freight forwarding via air, ex-air and ground modes in compliance with all regulatory requirements.

The following Terms and Conditions are applicable to the transportation of any pallet, container, package, piece, document, letter or any other item tendered by customers using Forwarder services and/or the Forwarder web site. In tendering shipments to Forwarder for domestic and international movement, customers certify and warrant that they are familiar with all applicable safety and security requirements and that in tendering shipments to Forwarder or its authorized service provider, they will comply with those applicable requirements. All shipments tendered for shipment by air are subject to inspection and screening as per TSA regulations.

IAC standard service terms and conditions shall apply to all shipments accepted for transport and the terms and conditions of the then current IATA air waybill shall apply to the extent not inconsistent with these terms and conditions. Non-conforming shipping documents inadvertently accepted shall be evidence of receipt of goods only. If there is a conflict between these Terms and Conditions and the terms or conditions on any Forwarder air waybill, bill of lading, manifest or other transit documentation, these Terms and Conditions will control.

All shipments shall be released to the lowest applicable standard cargo evaluation published herein unless otherwise expressly agreed in writing.

Forwarder reserves the right to unilaterally amend, modify or supplement any portion of these Terms and Conditions at any time. The current version of the Terms and Conditions may be found at any time at the pantherexpedite.com web site and supersedes all previous versions and statements concerning the terms and conditions of the Forwarder service.

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1. DEFINITIONS

ADVANCE ARRANGEMENTS - The Customer, Consignor or Shipper is required to contact Forwarder prior to tender of a shipment to enable the Customer, Consignor or Shipper and Forwarder to establish the time and place of tender, and to make special arrangements, if any, for the shipment.

AIR WAYBILL (AWB) - The non-negotiable, Forwarder supplied shipping document or digital document image, through which Forwarder accepts the shipment and arranges for transport to the designated location. Each AWB must accurately, completely and thoroughly describe the goods being shipped. The AWB constitutes the legal document of record for a shipment.

BILL OF LADING (BOL) - The non-negotiable, Forwarder supplied shipping document or digital document image, through which Forwarder accepts the shipment and arranges for transport to the designated location. Each BOL must accurately, completely and thoroughly describe the goods being shipped. The BOL constitutes the legal document of record for a shipment.

BUSINESS DAY - Monday through Friday, excluding holidays.

CARRIAGE - Movement of the shipment or freight that includes all applicable services offered by Forwarder.

CHARGEABLE WEIGHT - The greater of actual or dimensional weight. For all rating purposes, "length" is the longest side of any piece or object.

CHARTER - Shipper or originator of freight through Forwarder for air charter movements.

CONSIGNEE - The business or person whose name appears on the AWB or BOL as the party to whom the shipment is to be delivered by Forwarder.

CONSIGNOR - The business or person who contracts with Forwarder for carriage of the shipment.

CONTAINER - Any container, trailer, transportable tank, flat or pallet.

CUSTOMER - The business or person whose name appears on the AWB or BOL as the "Bill To" party for a shipment.

GOODS - Cargo accepted from the Shipper and includes any Container not supplied by or on behalf of the Carrier.

HOLDER - Any person for the time being in possession of the Bill of Lading to whom the property in the Goods has passed on or by reason of the consignment of the Goods of the endorsement of the Bill of Lading or otherwise.

HOLIDAYS - New Year's Day, Memorial Day, U.S. Independence Day, Labor Day, Thanksgiving Day and Christmas Day. When the holiday falls on Saturday or Sunday, either Friday or Monday can be considered as a holiday. Holidays also include any state, provincial or local legal holiday not included above.

IN GOOD CREDIT STANDING - Payment on the Forwarder account is current, the account is not in cash-only status and the account does not exceed the credit extended by Forwarder.

FORWARDER AIR SERVICE GUIDE - Defines service areas by zip codes for airports serviced by Forwarder. The Forwarder Air Service Guide may be modified, amended or supplemented at any time by Forwarder without notice.

INTERNATIONAL - Points outside the contiguous United States, Washington DC, HI, AK and Puerto Rico.

LOCAL TIME - Times noted are local time, e.g., pick up times are based on local time of the origin (Shipper) location. Delivery times are based on the local time of the destination (Consignee) location.

MERCHANT - The Consignor, Shipper, Holder, Consignee, the receiver of the Goods, any person including any Corporation, Company or other legal entity owning or entitled to the possession of the Goods or the Bill of Lading and anyone acting on behalf of any such persons.

SHIPMENT - Except as otherwise noted, a shipment will consist of a single consignment of one or more pieces from one Customer, Consignor or Shipper at one time, at one address, received for in one lot and moving on a single Air Way Bill (AWB) or Bill of Lading (BOL).

SHIPPER - The business or person whose name appears on the AWB or BOL as "Shipper." The Shipper's location is the point of origin of the freight movement.

THE INTERNAL LAW OF A STATE - Deemed to exclude all principles of private international law applied by such State.

TRANSPORTATION CHARGES - Amounts assessed for the movement of a shipment and does not include any other fees or charges that may be assessed such as (but not limited to) surcharges, C.O.D. charges, declared value charges and handling fees.

WE, US or OUR - Means Forwarder, our agents or employees.

YOU or YOUR - Means the Customer, Consignor, Shipper or Consignee and their agents, employees and any other person or entity having or claiming an interest in a shipment.

2. COMPUTATION OF DAYS

Unless otherwise provided, in computing time in days, full calendar days will be used. Sundays and Holidays will be included unless the last day falls on a Sunday or Holiday, in which event, the next calendar day (other than Sunday or Holiday) will be included.

3. CONDITIONS OF TRANSPORTATION

3.1.1 Except as otherwise provided for herein, Forwarder assumes no obligation to commence or complete transportation of a shipment within any specific period.

3.1.2 Forwarder, exercising due diligence to protect all property accepted for carriage, will determine the routing of any shipment not routed by the Customer, Consignor or Shipper.

3.1.3 Without special instructions by the Customer, Consignor or Shipper on the AWB or BOL, including an instruction not to substitute any other carrier, Forwarder will determine the routing of all shipments, including the mode of transportation used, and may use air transportation, ground transportation or any combination thereof in providing our services. We reserve the right to divert any shipment (including use of other carriers) in order to facilitate its delivery.

3.1.4. The carriage charges for a shipment will be the transportation charges from origin to destination and all applicable accessorial charges.

3.1.5 Forwarder may re-consign shipments when authorized by the Customer, Consignor or Shipper subject to the following conditions:

3.1.5.1 A special handling charge will be billed for each re-consigned shipment. This charge will not be applied when a shipment is changed to “Hold at Forwarder Location” and the Forwarder location is in the same city as the city on the AWB or BOL. Otherwise, special handling charges may apply.

3.1.5.2 To re-consign a shipment, the Customer, Consignor or Shipper must send a fax to Forwarder at 1.800.460.5074 and provide the Forwarder AWB or BOL number, the new destination/Consignee and a valid contact telephone number for the Consignee.

3.1.5.3 We may not honor a re-consignment request from the Consignee, except to “Hold at Forwarder Location” within the original destination city, after a delivery attempt has been made at the original address provided.

3.1.5.4 Our 100% or Satisfaction Guarantee Policy does not apply to shipments that are re-consigned. We have no liability for any remedy for service failure for these shipments.

3.1.5.5 Only one re-consignment will be allowed per shipment.

3.1.5.6 We may require photo identification of the business/person authorized to accept the shipment.

4. CURRENCY

All charges are payable in United States dollars unless otherwise stated on the Forwarder invoice. All amounts and charges contained herein, or in any other Forwarder documentation relating to the terms and conditions of its services, are denominated in United States dollars unless otherwise stated.

5. CREDIT TERMS AND BILLING

5.1.1 Forwarder does not provide individual consumer credit privileges.

5.1.2 An Forwarder Credit Application must be completed to obtain credit. Submission of a Credit Application authorizes Forwarder to conduct a credit investigation based on the information provided by the Customer. The amount of credit granted is at the sole discretion of Forwarder. As a condition of extending credit privileges, Forwarder reserves the right to require Customers to provide current financial information, agree to payments via certified check or Electronic Fund Transfer (EFT) or to provide a security deposit.

5.1.3. Our credit terms are Net 20 days. All freight charges will be paid without offset. The invoice date begins the credit term.

5.1.4 Third party billings (billed to a party other than the Consignor, Shipper or Consignee) must be Prearranged with Forwarder prior to booking the first shipment. The third party must have a Forwarder account in good credit standing or arrange to pay all charges prior to booking.

5.1.5 Failure to keep your Forwarder account in good credit standing or taking unauthorized deductions may result in the account being placed on cash-only status. This status may impair your ability to use our services and delay your shipments until the account is in good credit standing. Credit privileges will not be restored until all past due balances have been paid in full including all reasonable costs incurred by Forwarder to collect such balances. Forwarder may decline to restore credit privileges even if all costs, fees and expenses have been paid. Customers requesting removal from cash-only status must contact the Forwarder Assistant Controller at 916-859-2526.

5.1.6 IF THE FORWARDER ACCOUNT TO BE BILLED IS NOT IN GOOD CREDIT STANDING, SHIPMENTS MAY BE HELD OR STOPPED IN TRANSIT UNTIL PAYMENT ARRANGEMENTS HAVE BEEN MADE. THE 100% OR SATISFACTION GUARANTEE POLICY WILL NOT APPLY IN SUCH CIRCUMSTANCES. THESE SERVICE TERMS AND CONDITIONS INCORPORATED INTO THE AIR WAYBILL SHALL CONSTITUTE A CONTRACTUAL LIEN.

5.1.7 Invoices not paid within 20 days from the date of the invoice are subject to a finance charge of 1.5% per month and a \$35 late payment fee.

5.1.8 A \$25.00 special handling fee will be charged for any check, electronic fund transfer or credit card payment that is not honored for any reason.

5.1.9. The Customer, Consignor or Shipper and any other party liable for payment, is responsible for all reasonable costs incurred by Forwarder in obtaining or attempting to obtain payment for our services. Such costs include but are not limited to attorneys' fees, collection agency fees, interest and court costs.

5.1.10 REGARDLESS OF ANY PAYMENT INSTRUCTIONS GIVEN TO FORWARDER, THE CONSIGNOR IS ULTIMATELY LIABLE FOR, WILL BE BILLED FOR AND AGREES TO PAY ALL CHARGES AND FEES IF THE CONSIGNEE OR THIRD PARTY FAILS OR REFUSES TO PAY.

5.1.11 Forwarder may amend or adjust the original quoted amount or issue an additional billing if the original quoted amount was based upon incorrect information provided by, or additional services were requested by, the Customer, Consignor or Shipper, or if any additional services were required to complete the shipment.

5.2 SERVICES NOT INCLUDED IN PUBLISHED RATES AND CHARGES:

5.2.1 Unless specifically provided therein, published rates and charges do not include the following service fees or charges:

5.2.1.1 Add-on charges.

5.2.1.2 Advance charges and forwarding fees.

5.2.1.3 Storage charges.

5.2.1.4 Insurance charges.

5.2.1.5 C.O.D. service fees.

5.2.1.6 Customs house broker fees and expenses incurred in clearing the Shipment through Customs.

5.2.1.7 Duties, taxes, penalties, permits or charges imposed or collected by any domestic or international governmental authority related to the movement.

5.2.1.8 Expenses incurred by Forwarder in repairing faulty packing.

5.2.1.9 Charges for transportation of Shipments re-forwarded or trans-shipped.

5.2.1.10 Pick-up and delivery charges to and from the airport or terminal when applicable.

5.3 LIABILITY FOR CHARGES

5.3.1 The Shipper and the Consignee shall be liable, jointly and severally:

5.3.1.1 For all unpaid charges payable on account of a Shipment pursuant to applicable tariffs;

5.3.1.2 To pay or indemnify Forwarder for all claims, fines, penalties, damages costs or other sums which may be incurred by the Forwarder by reason of any violation of the terms of applicable tariffs or any other default of the Shipper, Consignee or their agents; and

5.3.1.3 For all costs and reasonable attorney fees incurred in the event Forwarder has to retain an attorney or commence legal proceedings to enforce any portion of, or this entire contract.

5.3.2 Any party tendering freight to Forwarder represents that it is the agent in fact for the consignor or beneficial owner for whose account it is authorized to tender the shipment in accordance with these service conditions.

6. FORMS OF PAYMENT

6.1.1 Forwarder accepts American Express, Master Card and Visa credit cards and Electronic Fund Transfers (EFT) for all shipments. Credit card payments must be made at time of booking. Additional charges may be separately charged to the credit card if the shipment characteristics or services required changed from the original booking. Forwarder does not accept personal checks or cash.

On business to business credit card payments, a two percent (2%) handling surcharge will be applicable on all service fees and charges. This rate is lower than our cost of acceptance, and it is applicable to all credit card brands. If you have any questions or need additional information, please contact 479-785-6440. The charges provided in this provision will not apply to household goods shipments.

6.1.2 Customers with credit privileges may pay by company check. Forwarder invoices in U.S. dollars must be paid by checks drawn on a U.S. bank. Forwarder invoices in other currencies may be paid by checks drawn on a local bank or a U.S. bank.

6.1.3 If the Customer, Consignor, Shipper or Consignee does not have credit with Forwarder, freight may be sent FCCOP (Freight Collect, Cash on Pickup) or FCCOD (Freight Collect, Cash on Delivery).

6.1.4 To ensure accurate application of payments, the Forwarder assigned Customer ID (Forwarder Customer Account Number) and the invoice numbers being paid must be provided. Send remittances, with payment details, to:

Panther Global Forwarding
Bin 599
Milwaukee, WI
53288

6.1.5 If an account is more than 60 days past due, Forwarder may apply overcharge amounts, or other overpayments we agree are owed to the Customer, against the oldest dated invoices.

6.1.6 For questions regarding any of our invoicing or payment methods including EFT instructions contact your Forwarder Account Manager or contact Accounting at airinvoice@Pantherexpedite.com.

7. INDEMNIFICATION

7.1 The Customer, Consignor, Shipper and Consignee will be jointly and severally liable to indemnify Forwarder and the underlying transportation service providers for all claims, fines, penalties, damages, costs or any other sums which may be incurred, suffered or disbursed by Forwarder or the underlying transportation service providers by reason of any violation of any of the rules contained herein or in any other documentation applicable to shipments hereunder or any other default of the Customer, Consignor, Shipper and Consignee or other third party with respect to such shipment.

7.2 Customer and Shipper warrant that all shipments will be suitable for transportation by air, properly marked, Identified and described on the notice of tender and shipping documents at time of tender. To the fullest extent permitted by law, customer and Shipper will indemnify and hold forwarder harmless from all liability, fine or claim arising out of misidentification of hazardous or dangerous shipments tendered to forwarder in violation any law or regulation.

7.3 Customer in tendering shipments to Forwarder agrees to indemnify and hold harmless Forwarder and its Subcontracted service providers from any claim for loss, damage or delay in excess of the restrictions imposed by these service conditions or the limits of liability set forth herein.

8. LIMITATIONS OF LIABILITY

LIABILITIES NOT ASSUMED - NEITHER FORWARDER NOR THE UNDERLYING TRANSPORTATION SERVICE PROVIDERS SHALL BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, IN EXCESS OF THE DECLARED VALUE OF THE SHIPMENT, WHETHER OR NOT FORWARDER KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES MIGHT BE INCURRED, INCLUDING, BUT NOT LIMITED TO, LOSS OF INCOME OR PROFITS.

8.1.1 Neither Forwarder nor the underlying transportation service providers shall be liable for, nor will any adjustment, refund or credit of any kind be given as a result of, any loss, damage, delay, mis-delivery, nondelivery, misinformation or any failure to provide information, except such as may result from our sole negligence. Neither Forwarder nor the underlying transportation service providers shall be liable for, nor will any adjustment, refund or credit of any kind be given as a result of, any loss, damage, delay, mis-delivery, nondelivery, misinformation or failure to provide information caused by or resulting in whole or in part from:

8.1.1.1 The act, default or omission of any person or entity, other than Forwarder, including those of any local, state or federal government agencies.

8.1.1.2 The nature of the shipment, including any defect, characteristic or inherent vice of the shipment.

8.1.1.3 Customer, Shipper, Consignee or their designated agent's violation of any of the terms and conditions contained in the Forwarder Terms and Conditions, as amended or supplemented, or on an AWB or BOL, including, but not limited to, the improper or insufficient packing, securing, or falsely marking, declaring, describing or addressing of shipments, or use of an Forwarder account number not in good credit standing, or failure to give notices in the manner and time prescribed.

8.1.1.4 Perils of air, road, public enemies, criminal acts of any person(s) or entities, including, but not limited to, acts of terrorism, public authorities acting with actual or apparent authority, authority of law, local disputes, civil commotion, hazards incident to a state of war, local or national weather conditions, national or local disruptions in air or ground transportation networks (as determined solely by us), strikes or anticipated strikes (of any entity, including, but not limited to, other carriers, vendors or suppliers), natural disasters (earthquakes, floods and hurricanes are examples of natural disasters), conditions that present a danger to our personnel or agents, and disruption or failure of communication and information systems (including, but not limited to, our systems).

8.1.1.5 Our compliance with verbal or written delivery instructions from the Customer, Consignor, Shipper, Consignee or person claiming to represent the Customer, Consignor, Shipper or Consignee.

8.1.1.6 Damage or loss of articles packaged and sealed by the Customer, Consignor or Shipper or by person(s) acting at the Customer, Consignor or Shipper's direction, provided the seal is unbroken at the time of delivery, the shipment or piece retains its basic integrity and the Consignee accepts the shipment without noting the damage on the delivery record.

8.1.1.7 Erasure of data from or the loss or irretrievability of data stored on magnetic tapes, files or other storage media, or erasure or damage of photographic images or soundtracks from exposed film.

8.1.1.8 Our inability to provide a copy of the delivery record or a copy of the signature obtained at delivery.

8.1.1.9 Our failure to honor "shipment orientation" graphics (e.g. "UP" arrows, "THIS END UP" markings), "FRAGILE" labels or other special directions concerning shipments.

8.1.1.10 Your failure to ship goods in packaging approved by us prior to shipment where such prior approval is recommended or required.

8.1.1.11 The shipment of fluorescent tubes, neon lighting, neon signs, X-ray tubes, laser tubes and light bulbs.

8.1.1.12 The shipment of scale models (including, but not limited to, architectural models, dollhouses, etc.).

8.1.1.13 Your use of an incomplete, inaccurate or invalid Forwarder customer account number or your failure to provide a valid Forwarder customer account number in good credit standing in the billing instructions or shipping documentation.

8.1.1.14 Our failure to notify you of any delay, loss or damage in connection with your shipment or any inaccuracy in such notice.

8.1.1.15 Damage to briefcases, luggage, garment bags, aluminum cases, plastic cases or other items when not enclosed in outer packaging, whose outer finish might be damaged by adhesive labels, soiling or marking.

8.1.1.16 The shipment of perishables, unless shipped in accordance with Section 10.3, "Shipments Accepted Under Special Conditions".

8.1.1.17 The Customer, Consignor or Shipper's failure to provide accurate delivery address information.

8.1.1.18 The shipment of computers or any components thereof or any type of electronic equipment when shipped in any packaging other than the manufacturer's original packaging.

8.1.1.19 Any shipment containing a prohibited item. See Section 10, "Shipments".

8.1.1.20 Our provision of advice, assistance or guidance on the appropriate packaging of shipments unless such advice, assistance or guidance has been approved in writing by Forwarder and the writing expressly accepts liability in the event of a damaged shipment.

8.1.1.21 Failing to meet our delivery commitment of any shipments with an incomplete or incorrect address. See Section 12, "Undeliverable Shipments".

8.1.1.22 Damages indicated by any shockwatch, tiltmeter or temperature instruments.

8.1.1.23 Loss or damage to any shipment for which Forwarder has no record of receipt.

8.1.1.24 Loss or damage to alcohol shipments unless Forwarder has pre-approved your packaging prior to shipment.

8.1.1.25 Dangerous-goods shipments, including any and all Hazardous Materials as defined in 49 C.F.R. 171-177, that the Customer, Consignor or Shipper did not properly declare, including proper documentation, markings, labels and packaging. Forwarder will not pay a claim on undeclared/hidden dangerous goods and the Forwarder 100% or Satisfaction Guarantees do not apply.

8.1.2. For shipments moving wholly within the United States, the Customer, Consignor or Shipper agrees that Forwarder shall only be liable for any loss, damage, expense or delay to the goods that is the direct result of the negligence of Forwarder or the subcontracted carrier for that particular shipment; such liability shall be limited to an amount equal to the greater of fifty cents (\$0.50) per pound per piece, or fifty dollars (\$50.00) per shipment.

8.1.2.1 In the event that movement is tendered to ground carrier and the Carmak Amendment applies, Forwarders Liability for cargo loss and damage shall be limited to the shipper's actual cost of the articles, lost, damaged or destroyed and shall not exceed \$10,000 per truckload.

8.1.2.3 Shortages and/or damage must be noted on the Bill of Lading or Waybill by the Consignee or the Consignee's agent at the time of delivery. Notice of intent to file a claim for concealed damage must be filed in writing with forwarder **within two (2) days of delivery.**

8.1.2.4 Alternative release rates are available at a rate of \$0.65 per \$100 of stated value above \$10,000. Additional release valuation must be requested at time of order.

8.1.3 The limit of liability for shipments tendered for movement in international air service shall be the limit established by the Montreal Convention or other applicable treaty. Similarly, the limit of liability for cargo loss or damage occurring while in the possession of ground service providers prior or subsequent to an international air shipment shall not exceed the limitation applicable to international air service.

8.1.4 The Customer, Consignor or Shipper has the option of paying an additional carriage charge and increasing the limit of Forwarder' liability up to the shipment's actual value; however, such option must be exercised by written agreement, at the time of booking, setting forth the limit of Forwarder' liability and the compensation due Forwarder. See Section 14.1, "Declared Value."

8.1.5 In instances other than in 8.1.4 above, unless the Customer, Consignor or Shipper makes specific written arrangements with Forwarder to pay an additional carriage charge and declare a higher value and Forwarder agrees in writing, liability is limited to the amount set forth in 8.1.2 above.

8.2 Delivery in Good Condition. Receipt of the shipment by the Consignee or the Consignee's agent without notation of shortage, loss or damage will be prima facie evidence that the shipment was delivered in good condition. No claim will be processed by forwarder until all transportation charges have been paid. Amounts of claims may not be deducted from transportation charges. Shipments and their containers and packaging materials must be retained and made available to Carrier for the purpose of inspection for up to fifteen (15) days after notification to Carrier that a claim is pending.

8.3 Extension: All limitations upon, and exceptions and defenses to, liability granted to Forwarder shall be automatically extended to all parent, subsidiary and affiliated entities of Forwarder and all subcontractors of Forwarder, and the members, directors, officers, employees and agents of each of the foregoing.

9. CLAIMS

9.1 CLAIMS AND ACTIONS

9.1.1 Claims for damages must be received in writing, as described below, by Forwarder within thirty (30) days after the date Forwarder accepted the AWB or BOL for the relevant shipment. Except as otherwise provided herein, all other claims must be received in writing by Forwarder within ninety (90) days after Forwarder accepted the AWB or BOL for the relevant shipment and must be accompanied by a copy of the original AWB or BOL or, if no AWB or BOL was issued, other proof, certified in writing, as to the actual replacement cost of the goods or extent of the damages. Concealed loss or damage must be reported in writing to Forwarder within seven (7) days after the date the goods were received by Consignee. Claims relating to perishable items must be reported verbally within 24 hours after the time and date the goods were received by Consignee, with written follow up within 48 hours after such time and date. Forwarder, or its designee, will acknowledge receipt of claim. Forwarder will pay, decline or provide a firm compromise settlement offer in writing to the claimant within sixty (60) days after receipt of the proper claim. Legal action to enforce a claim shall be commenced within one (1) year after the claim has been denied in writing by Forwarder, or the Customer, Consignor or Shipper rejected the settlement offer, in whole or part. If no legal action is instituted within such one-year period, such claim shall be deemed waived and will not be paid.

9.1.2 Forwarder reserves the right to inspect a damaged shipment on the Consignee's premises as well as the right to retrieve the damaged shipment for inspection at an Forwarder agent facility. The Terms and Conditions applicable to the original shipment (including any declared value) will govern the disposition of all claims in connection with the shipment, including any claim relative to the retrieval, inspection or return of the shipment. All of the original shipping cartons, packing and contents must be made available for our inspection and retained until the claim is concluded.

9.1.3 NO CLAIMS WILL BE PAID BY FORWARDER UNTIL ALL APPLICABLE CARRIAGE CHARGES HAVE BEEN PAID. CLAIMS MAY NOT BE DEDUCTED FROM ANY CHARGES OWED TO FORWARDER.

9.2 CLAIMS FOR OVERCHARGES

9.2.1 Claims for overcharges or invoice adjustments must be received in writing by Forwarder within 90 days of the Forwarder invoice date for the relevant shipment, and must be accompanied by a copy of the original AWB or BOL. Forwarder, or its designee, will refund the claimed overcharges or notify the claimant of its disallowance of the claim within sixty (60) days of receipt of the claim. Any legal action for recovery of overcharges shall be commenced within ninety (90) days after Forwarder provided notice of its disallowance of the claim.

9.2.2 NO CLAIMS WILL BE PAID BY FORWARDER UNTIL ALL APPLICABLE CARRIAGE CHARGES HAVE BEEN PAID. CLAIMS MAY NOT BE DEDUCTED FROM ANY CHARGES OWED TO FORWARDER.

10. SHIPMENTS

10.1 ACCEPTABLE SHIPMENTS

Subject to the following restrictions, all property is acceptable for carriage when the Customer, Consignor, Shipper, Consignee or owner of the goods has complied with these Terms and Conditions and all applicable laws, ordinances, Transportation Security Administration security regulations and other governmental rules and regulations governing the transportation of goods both domestic or international

All shipments are subject to inspection, including the opening of any piece(s) of any shipment, by Forwarder and its agents at Forwarder's sole discretion and with or without notice.

10.2 SHIPMENTS NOT ACCEPTED

Forwarder will not accept the following shipments for carriage:

10.2.1 Any shipment that is prohibited by law or regulation of any federal, state, provincial or local government of the country of such shipment's origin or destination.

10.2.2 Shipments of extraordinary value, including, but not limited to: artwork; bills of exchange; bonds; bullion, gold or silver, cut or uncut; currency; deeds or mortgages; evidences of debt; furs; gems or stones, precious or semiprecious, cut or uncut; gold or silver coined concentrates; jewelry (other than costume jewelry); money; negotiable instruments or securities; pearls; platinum or other precious metals; promissory notes; stamps, postage or revenue; or stock certificates.

10.2.3 Live animals or organisms, including, but not limited to: mammals, birds, reptiles, fish (other than live lobsters and shellfish), live or active viruses, bacteria or cultures.

10.2.4 Human or animal remains or parts thereof, cremated or disinterred.

10.2.5 Shipments that require Forwarder to obtain a federal, state or local license for carriage.

10.2.6 Shipments moving into or out of the United States that require U.S. State Department licenses, Letters of Credit, CARNET or perishables and foodstuffs regulated by the Food and Drug Administration.

10.2.7 Any hazardous shipment not acceptable for transport by air under FAA or TSA regulation

10.2.8 Hazardous Wastes

10.3 SHIPMENTS ACCEPTED UNDER SPECIAL CONDITIONS

10.3.1 Shipments with a declared value or insurance exceeding \$50,000 will be accepted only if Advance Arrangements have been made with Forwarder.

10.3.2 Shipments containing liquids or odors, that have the potential to permeate or otherwise damage other shipments or equipment, will only be accepted if Advance Arrangements have been made with Forwarder.

10.3.3 Shipments requiring special handling devices, special attention or care en route will be accepted only if Advance Arrangements have been made with Forwarder. Any special devices necessary for the safe handling of a shipment shall be provided by and at the expense of the Customer, Consignor, Shipper and/or the Consignee.

10.3.4 Food products - fresh, frozen, dried or dehydrated - will be accepted only if such products meet all laws, ordinances or other government rules or regulations governing the shipment of such goods (applies to United States shipments only).

10.3.5 Shipments of firearms will be accepted only if (i) the shipment is between licensed importers, manufacturers, dealers or collectors of firearms or weapons according to the United States Gun Control Act of 1968, as amended, and (ii) the signature of a person 21 years of age or older is required at delivery.

10.3.6 Clothing, apparel or garments on hangers and/or on racks will be accepted only if Advance Arrangements have been made with Forwarder.

10.3.7 Any goods of an inherently dangerous nature as defined by the International Air Transport Association Dangerous Goods Regulations, including, but not limited to, toxic materials, common fireworks, explosives, medical waste, or blood, urine, or other bodily fluids containing infectious substances.

10.3.8 Shipments of data tapes that contain sensitive information will be accepted only if Advance Arrangements have been made with Forwarder.

10.3.9 Shipments that require residential pickup and carrier packing/loading.

10.4 SHIPMENTS ACCEPTED ON A RESTRICTED BASIS

10.4.1 The declared value for a shipment of personal effects and/or gifts shall be limited to an amount equal to the greater of twenty-five cents (\$0.25) per pound per piece, or fifty dollars (\$50.00) per shipment. Such declared value shall be the maximum liability to Forwarder for such shipment. Any value exceeding twenty-five cents (\$0.25) per pound per piece is at the Customer, Consignor or Shipper's risk and on the Customer, Consignor or Shipper's own insurance policy. All charges for such shipments must be paid at the time of booking by credit card, EFT or certified check. NOTE: As a security measure, all personal effects and gift shipments may be inspected by Forwarder, or its agents, before or during carriage.

10.4.2 Furs and/or fur-trimmed garments, antiques, watches and watch parts, wigs and other hair products will be handled provided special authorization has been granted by the Forwarder Claims Department or the declared value is less than fifty cents (\$0.50) per pound per piece.

10.4.3 Shipments of extraordinary value must be contained in a sealed unit and packed so as to assure the burst strength of the piece is more than three (3) times the actual weight.

10.5 QUALIFIED ACCEPTANCE OF SHIPMENTS

10.5.1 Forwarder, Forwarder' agent, transportation service provider and/or the subcontracted carrier may refuse to render any carriage services if it is the opinion of Forwarder, Forwarder' agent, transportation service provider and/or subcontracted carrier that such shipment is:

10.5.1.1 Improperly packed or packaged, wet, leaking or has an odor.

10.5.1.2 Of a kind or type likely to incur damage from high/low temperatures notwithstanding the exercise of ordinary care by Forwarder, and that such temperature will prevail in flight or at a transfer point, or at origin/destination when available facilities cannot protect the shipment against such conditions.

10.5.1.3 Improperly packed or of a nature such that transportation cannot be affected without loss or damage to the cargo (i.e. used containers, or the container is open, broken, rattles, etc.).

10.5.1.4 Of an inherent nature or defect that indicates such carriage could not be provided by Forwarder without loss or damage to the goods.

10.5.1.5 Not accompanied by the proper documentation and necessary information as required by convention, statute, or the terms and conditions and other documentation applicable to such shipment.

10.5.1.6 Subject to Advance Arrangements, unless such arrangements have been satisfactorily completed.

10.6 CHARGES FOR SHIPMENTS OF RESTRICTED ARTICLES

A surcharge will be added to the total charge for each shipment of goods subject to Department of Transportation Hazardous Materials Regulations, 49CFR; Parts 171-177 or to IATA/ICAO Regulations. Hazardous Materials will not be accepted for transportation from private individuals under any circumstances.

10.7 PACKING AND MARKING REQUIREMENTS

You must comply with all applicable local, state and federal laws, including those governing packing, marking and labeling for all shipments.

10.7.1 Shipments must be prepared or packed to insure safe carriage with ordinary care in handling.

10.7.2 Any article susceptible to damage through ordinary handling must be protected by adequate, proper packing and must be marked or bear appropriate labels.

10.7.3 Any article susceptible to damage because of any condition that may be encountered in air transportation, such as high or low temperature, high or low atmospheric pressure, or sudden changes in either, must be adequately protected with proper packing.

10.7.4 Each piece must be legibly and durably labeled with the name, address and zip or postal code of the Customer, Consignor or Shipper.

10.7.5 Any shipment containing perishables, liquids of any kind, glass or articles made wholly or partly of glass or glass bottles or containers, shall be prominently marked on the outside of the piece to show the nature of the contents thereof.

10.7.6 Pieces with floor-bearing weight greater than 100 pounds per square foot must be provided with a skid or base that will reduce the floor-bearing weight to 100 pounds or less per square foot. The skid or base will be included in the gross weight of the piece and must be furnished by the Customer, Consignor or Shipper.

10.7.7 Each piece of a Collect on Delivery (“C.O.D.”) shipment must be plainly marked to show that it is part of a C.O.D. shipment and reflect the total number of pieces in the shipment.

11. SHIPPING DOCUMENTS

11.1.1 The Customer, Consignor or Shipper will have the duty to prepare and present a nonnegotiable AWB or BOL with each shipment tendered for carriage subject to these Terms and Conditions. If the Customer, Consignor or Shipper fails to present such an AWB or BOL to Forwarder at the time of tendering the shipment, Forwarder may accept such shipment if accompanied by a nonnegotiable shipping document or memorandum. No AWB, BOL or other shipping document or memorandum issued or accepted by Forwarder will be negotiable. Each such shipment will be subject to Forwarder’s Terms and Conditions for service in effect on the date Forwarder accepts the cargo.

11.1.2 The AWB or BOL and Terms and Conditions applicable to the shipment will inure to the benefit of and be binding upon the Customer, Consignor, Shipper, Consignee and Forwarder.

11.1.3 The AWB or BOL and Terms and Conditions applicable to the shipment will apply at all times the shipment is being handled by Forwarder.

11.1.4 Any shipment to be transported between the United States and its territorial possessions must be accompanied by the proper number of appropriate documents required by the United States government.

11.1.5 Any shipment to be transported between the United States, its territorial possessions and a foreign country must be accompanied by the proper number of appropriate export, import and other documents required by the governments of the United States and the foreign country or countries concerned.

11.1.6 The AWB or BOL and a Government Bill of Lading must accompany any shipment transported for The United States government with the proper number of copies properly executed.

11.1.7 Contents of shipments must be fully disclosed by including an accurate, specific description on an Forwarder AWB or BOL.

11.1.8 The total number of pieces and weight in pounds (or weight in kilograms if an international shipment) of the shipment must be specified on an Forwarder AWB or BOL. It is highly recommended that you enter the shipment dimensions and commodity type at time of quote to ensure accurate rating and handling.

11.2 A surcharge will be assessed for any change of name of the Consignee or other statement on the Air Waybill made necessary by the Shipper’s instructions received subsequent to the issuance of the Air Waybill, provided that such change is a variance with or in addition to the Shipper’s original instructions. When applicable, a surcharge will apply for this service.

12. UNDELIVERABLE SHIPMENTS

12.1 The Consignor or Shipper will be immediately notified of any shipments refused by the Consignee, or which for any other reason cannot be delivered, including failed delivery resulting from an incomplete or incorrect address. The Consignor or Shipper will provide timely disposition to Forwarder and may request the shipment be promptly returned to Consignor or Shipper on a collect basis with return charges and fees assessed. If the Consignor or Shipper refuses the return of the shipment, Forwarder will retain the shipment for a period not to exceed thirty (30) days. After the expiration of such thirty (30) day period, Forwarder reserves the right to dispose of such shipment without any liability therefore.

12.2 If a Shipper or Consignee desires notification by collect telephone or telegram when a Shipment containing perishable property is delayed in the possession of the Forwarder, threatened with deterioration, or unclaimed, or delivery cannot be effected, authorization and instructions for such notification, including the name, telephone number, and/or address of the party to be notified, shall be given on the Air Waybill. If such authorization and instructions are not given or if, after reasonable attempt to comply therewith, the Forwarder does not promptly receive further instructions concerning the disposition of the Shipment, the Forwarder will take such steps as due diligence requires for the protection of all parties in interest, including rerouting the Shipment by other means of transportation, or disposal of the Shipment, at public or private sale, without further notice to the Shipper or Consignee.

12.2.1 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 the Consignee shall remain liable, jointly and severally, for any deficiency.

12.3 STORAGE

12.3.1 Shipments will be held by the Forwarder at destination without charge for three (3) calendar days (excluding Saturday, Sundays and Legal Holidays), computed from the first 8:00 A.M. following notification to the Consignee of the arrival of the Shipment.

12.3.2 Shipments will be held by the Forwarder at San Juan, PR without charge for seven (7) calendar days (excluding Saturdays, Sundays, and Legal Holidays), computed from the first 8:00 A.M. following notification to the Consignee, for arbitrios or government tax declaration purposes.

12.3.3 Storage charges will not be assessed on Shipments lacking proper documentation when advance arrangements have been made with the Forwarder by the Shipper or the Shipper's agent.

12.3.4 After the expiration of such free time, the Forwarder will continue to hold such Shipments for the Shipper and Consignee. If such continued holding is not practicable, the Forwarder will place the Shipment in a public warehouse at the expense of the Shipper and Consignee, subject to a lien for all transportation, storage, delivery, warehousing and other charges, including handling charges.

12.3.5 When the Shipment is held by the Forwarder after the expiration date of such free time, the Forwarder's liability shall be reduced to that of a warehouseman and when the Shipment is placed in a public warehouse, Forwarder's liability for the Shipment will terminate.

12.3.6 Shipments will be held for a period of time not to exceed thirty (30) calendar days from the first 8:00 A.M. following the receipt of the Shipment. At the expiration of thirty (30) calendar days, the Forwarder will return the Shipment or part of the Shipment, to the Shipper at the Shipper's expense subject to a lien for all charges applicable to the Shipment or part thereof.

12.3.7 Calendar week, for the purpose of this rule, means a period of (7) successive calendar days, including Saturdays, Sundays and Legal Holidays.

12.3.8 Shipments, or any parts thereof, tendered to is for storage services, will have a declared value of \$0.50 per pound per piece, but not less than \$50.00.

13. COLLECT ON DELIVERY (C.O.D.)

13.1 It shall be the sole responsibility of the Shipper to enter the amount of the C.O.D. on the Air Waybill and the Forwarder shall not be liable for failure to collect the C.O.D. amount when it is not so entered by the Shipper. Each piece of a "C.O.D." Shipment must be legibly and durably marked with the letters "C.O.D." and the number of pieces in the Shipment.

13.2 The following Shipments will not be accepted C.O.D.:

13.2.1 Shipments requiring prepayment or the guarantee of transportation charges pursuant to the rules set forth herein.

13.2.2 Shipments on which the total amount to be collected on delivery exceeds \$25,000.

13.2.3 C.O.D. pieces will not be accepted on the same Air Waybill with pieces not moving C.O.D.; only pieces covered by one C.O.D. amount will be accepted on one Air Waybill.

13.2.4 The amount of C.O.D. is payable in cash, money order, or certified check, except as provided in paragraph (D) below. No privilege of examination or trial will be given prior to the collection of the amount of C.O.D.; no partial delivery of a C.O.D. Shipment will be made, unless the full amount of the C.O.D. has been collected.

13.2.5 When the Shipper, in writing or by endorsement on the Air Waybill, authorizes the Forwarder to accept the Consignee's check made payable to the Shipper on C.O.D. Shipments, the Forwarder's sole responsibility shall be to secure the check and to exercise due care and diligence in forwarding it to the Shipper and the charge for collecting and remitting must not be included in the check or money order made payable to the Shipper.

13.2.6 The disposition of refused or unclaimed C.O.D. Shipments, including re-consignment to a new Consignee at a new address or the release of C.O.D. amount, may be arranged for by the Shipper only in the following manner:

13.2.6.1 By instructions placed on the Air Waybill at the time of Shipment, or,

13.2.6.2 By written order to the Forwarder.

13.2.7 C.O.D. Shipments containing perishable articles refused or unclaimed at destination will be returned to the Shipper at his expense. Other C.O.D. Shipments refused or unclaimed will be held subject to storage and if disposal is not arranged as prescribed in paragraph (E) of this item within thirty (30) days after notice has been given to the Shipper, such Shipments will be returned to the Shipper at their expense.

13.2.8 When applicable, a surcharge will apply for this service.

14. DECLARED VALUE & RISK

14.1 DECLARED VALUE

14.1.1 Forwarder provides excess declared value protection for the Customer, Consignor or Shipper who elects to declare a value in excess of our normal liability limitation (\$0.65 per pound per piece, or \$50.00 per shipment whichever is greater). By declaring value consistent with the value of their merchandise, the Customer, Consignor or Shipper is afforded protection against loss and/or damage to their goods that is the direct result of the negligence of Forwarder or the subcontracted carrier for that particular shipment.

14.1.2 Except as otherwise provided herein, a shipment has a declared value of the greater of \$0.50 per pound per piece or \$50.00 per shipment, unless a higher value is declared on the shipment.

14.1.3 An additional carriage charge shall be assessed based on the value declared on the AWB or BOL, at the time of receipt of the shipment from the Shipper, that exceeds \$0.50 per pound per piece or \$50.00 per shipment, whichever is higher.

14.1.4 A shipment of personal effects and/or gifts shall not be eligible for additional coverage. Any value exceeding \$0.25 per pound per piece is at the Customer, Consignor or Shipper's risk and on the Customer, Consignor or Shipper's own insurance policy.

14.1.5 The Declared Value of a C.O.D. Shipment shall be the amount of the C.O.D amount to be collected unless a higher or lower value is declared on the Air Waybill by the shipper; or the C.O.D. amount is less than the \$0.50 per pound or \$50.00 per shipment.

14.2 CONDITIONS OF DECLARED VALUE

14.2.1 Will only commence at and from points and/or places in the United States to points and/or places in the United States while the subject property is actually in due course of transit from the time the subject property leaves the premises of the Shipper until delivered to the Consignee.

14.2.2 Applicable to all types of physical loss or damage from external causes except as hereinafter provided.

14.2.3 Is applicable on all Shipments of lawful goods and merchandise, except as otherwise listed, accepted for carriage by us, and provided that prior to such acceptance, the Air Waybill is duly signed in the space provided therefore by an authorized agent of the Shipper setting forth that such declared value has been requested by the Shipper and has been consummated.

14.2.4 The maximum available declared value is \$100,000.00 per conveyance.

14.2.5 Forwarder's liability for partial loss or damage shall be pro-rated, based upon the value per pound of the item(s) lost or damaged.

14.2.6 Each part of an assembly or distribution Shipment, with singular pieces constituting an integral part thereof, shall be subject to declared value limits.

14.2.7 Forwarders liability shall be determined according to the rules of this tariff.

15. SHIPMENT GUARANTEES

15.2 100% PER PIECE GUARANTEE

Forwarder's 100% Per Piece Guarantee applies only to shipments where the Customer, Consignor or Shipper, prior to booking, specifically contracts for the 100% Guaranteed service level.

15.2.1 In the event of a booking by the Customer, Consignor or Shipper and the confirmation by Forwarder of acceptance of a 100% Per Piece Guarantee shipment, Forwarder will void all charges upon late delivery for each piece of a shipment which does not arrive by the time and date committed to, except in such circumstances that the guarantee is not applicable.

15.2.2 The 100% Per Piece Guarantee does not apply to Forwarder shipments that are delayed due to causes beyond Forwarder' control including, but not limited to: The unavailability or refusal of a person to accept delivery of a shipment; acts of God; terrorist acts; acts of public authorities acting on their actual or apparent authority; acts or omissions of customs or similar authorities; the application of Transportation Security Administration security regulations or other requirements imposed by governments; international border crossing delays; riots, strikes, or other labor disputes; civil commotions; disruptions in air or ground transportation networks, such as weather phenomena and natural disasters. The guarantee does not apply to shipments where actual shipment details change after quoted or booked including, but not limited to, weight, dimensions, scheduled pickup and delivery or delays caused by an incorrect address or zip code.

15.2.3 The guarantee does not apply to reconsigned shipments or shipments delayed due to non-payment of past due Forwarder invoices (refer to sections 3.1.5.6 and 5.1.5).

15.2.4 In the event of a partial on time delivery, where an unforeseen reason causes a piece or pieces of the shipment to arrive late, the payer will still be responsible for prorated fees on the pieces which were delivered by the committed time and date.

15.3 Shipment guarantees set forth in this section are intended to proscribe and otherwise limit Forwarder's obligation to deliver shipments with reasonable dispatch.

15.4 Under all circumstances, shipper must file claim for refund in writing, within 10 business days of delivery.

16. SERVICE LEVELS

16.1.1 **Next Flight:** For urgent shipments that require the fastest, most direct, routing. (Some restrictions apply).

16.1.2 **NextDay Express:** Expedited solution for delivery by noon the next business day for most shipments, later for shipments to other areas.

16.1.3 **NextDay:** Economical expedited solution for delivery by 17:00 the next business day, for most shipments.

16.1.4 **2Day Express:** Time-sensitive solution for delivery by noon the second business day for most shipments, later for shipments to other areas.

16.1.5 **2Day:** Cost-effective solution for delivery by 17:00 the second business day, for most shipments.

16.1.6 **3Day:** Reliable solution for delivery by 17:00 the third business day, for most shipments.

16.1.7 **Deferred:** Competitive solution for delivery in 3-5 business days.

16.1.8 **Ground:** An economical solution that usually delivers within 7-10 business days.

16.1.9 **Time Specific:** Routed to customer requested date and time.

17. USE OF FORWARDER SERVICES

17.1 Forwarder reserves the right to terminate a Customer, Consignor or Shipper's access to Forwarder's services for any reason not prohibited by law including, if Forwarder believes at its sole discretion, that (i) Forwarder's services are being used for illegal purposes or for purposes not authorized by Forwarder, (ii) Forwarder or another party's rights are being jeopardized, (iii) Forwarder or any third party is potentially exposed to liability or damage of any type, or (iv) the Customer, Consignor or Shipper is violating these Terms and Conditions or any other applicable agreements between Forwarder and the Customer, Consignor or Shipper.

17.2 SUB-CONTRACTING

17.2.1 Forwarder reserves the right to sub-contract on any terms the whole or any part of the carriage, loading, unloading, storing, warehousing, handling and any and all duties whatsoever undertaken by the Carrier in relation to the Goods.

17.2.2. The Customer undertakes that no claim or allegation shall be made against any servant, agent, stevedore or sub-contractor of Forwarder which imposes or attempts to impose upon any of them or any vessel owned or chartered by any of them and liability whatsoever, in connection with the Goods, and, if any such claim or allegation should nevertheless be made to indemnify the Forwarder against all consequences thereof. Without prejudice to the foregoing, every such servant, agent, stevedore and subcontractor shall have the benefit of all provision herein benefiting Forwarder as if such provisions were expressly for their benefit, and all limitations of and exonerations from liability provided to the Forwarder by law and by the terms hereof shall be available to them, and, in entering into this contract Forwarder, to the extent of those provisions, does so not only on its own behalf, but also as agent and trustee for such servants, agents, stevedores and sub-contractors.

17.2.3 The expression "subcontractor" in this clause shall include direct and indirect subcontractors and their respective servants and agents.

18. USE OF FORWARDER WEBSITE

Forwarder website is provided solely for the use of current and potential Forwarder customers to interact with Forwarder and may not be used by any other person or entity, for any other purpose. These Terms and Conditions govern your use of this site, and your use of this site constitutes your agreement to these Terms and Conditions, which cannot be altered or modified without written consent from Forwarder.

18.1 REGISTRATION

By registering with Forwarder for the web offered services, you agree to provide accurate and current information about yourself or the entity you represent. If you provide information that is inaccurate or not current, or which Forwarder has reasonable grounds to believe is inaccurate or not current, Forwarder reserves the right to suspend or terminate your registration.

18.2 OWNERSHIP/USAGE RESTRICTIONS

18.2.1 The works of authorship contained on Forwarder website including, but not limited to, all design, text and images are owned, except as otherwise expressly stated, by Forwarder or its licensors. United States and worldwide copyright laws and treaty provisions protect the entire contents of Forwarder.

18.2.2 In accordance with these Terms and Conditions, except as stated above, you and other web users may not:

18.2.2.1 Copy, reproduce, modify, use, republish, post, transmit or distribute in any way content from Forwarder website.

18.2.2.2 Copy, modify or display trademarks, names or logos appearing on Forwarder website in any way without Forwarder' express written permission.

18.2.2.3 Deliver any of the pages, text, images or other content of Forwarder.com using "framing" technology without Forwarder' express written permission.

18.3 WEBSITE LINKS

You may, through hypertext or other computer links, gain access to third parties sites on the World Wide Web that are not related to or maintained by Forwarder. Links to third party sites do not necessarily imply partnerships, relationships or affiliations with such third parties and Forwarder takes no responsibility for the content, security or privacy practices therein, regardless of whether the link is provided by Forwarder or a third party. No judgment or warranty is made with respect to the accuracy, timeliness, or suitability of the content of any web site to which Forwarder.com may link, including information on such other web site regarding Forwarder. By providing access to other web sites, Forwarder is not endorsing the products and services provided by any web site's sponsoring organization.

18.4 LIMITATION OF LIABILITY

The use of Forwarder website and its content is at the user's sole risk. Forwarder will in no event be liable to you or the entity you represent, or any other person or entity claiming through you, for any direct, indirect, consequential, exemplary, incidental or other damages under any theory of law for any errors in, or use of, or inability to use Forwarder.com, even if you have advised Forwarder of the possibility of such damages.

18.5 DISCLAIMER OF WARRANTY

The Interges.com site and its content are provided "as is" and Forwarder (and its licensors) disclaim any and all warranties, expressed or implied including, but not limited to, the implied warranties of fitness for a particular purpose, merchantability, title and non-infringement, regarding the content found on Forwarder.com.

18.6 PRIVACY POLICY

We recognize that you have an interest in how we collect, retain and use information about you. Forwarder, through your use of, and registration on, Forwarder.com, will have access to certain personal or proprietary information. The information we collect is used for the performance of Forwarder' services, to facilitate the billing for the services you have elected to use, to improve the services Forwarder offers, and, if you have given us permission, to contact you with Forwarder marketing information. None of the information collected will be shared with organizations other than Forwarder, its subsidiaries and its subcontracted carriers without your prior written consent or if we are required by law to release such information to a particular recipient.

18.7 CONTROLLING LAW; SEVERABILITY

These Terms and Conditions and your use of the Forwarder.com website are governed by and construed in accordance with the laws of the United States and the State of California, excluding its conflict of laws provisions. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or a portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible.

19. APPLICATION OF RATES & CHARGES

19.1 BASIS

19.1.1 Rates and service quotations will be based upon the information provided by the Customer, Consignor or Shipper, but final rates and service may vary based upon the shipment actually tendered.

19.1.2 Charges will be assessed at the rates effective the day the shipment is accepted by Forwarder.

19.2 PICKUP AND DELIVERY SERVICE

19.2.1 Pickup and delivery service is available between the hours of 08:00 and 17:00, Monday through Friday. Weekday pickup or delivery before 08:00 or after 17:00, or weekend, time specific or holiday pickup and delivery may be subject to an additional charge.

19.2.2 Requests for NextDay service are subject to equipment availability and must be booked prior to 15:00 for pickup zones A, B and C as defined by the Forwarder Air Service Guide (located on the Forwarder website) and 14:00 for pickup zones D and beyond.

19.3 BEYOND CHARGES & SERVICE

19.3.1 A shipment that originates from, or is destined to, a city located outside of zones A, B, and C as defined by the Forwarder Air Service Guide will be assessed additional charges and may incur additional transit day(s). These beyond charges are added to the per pound or cwt. rate and may not show as a separate accessorial line on the bill.

19.3.2 Except for shipments to/from Hawaii or Alaska, shipments having either an origin or destination zip code located outside of the Forwarder Air Service Guide zones A, B, and C may be subject to a Beyond Charge and may incur additional transit day(s).

19.3.3 Except for shipments to/from Hawaii or Alaska, shipments having both origin and destination zip codes located outside of the Forwarder Air Service Guide zones A, B, and C may be subject to a Beyond Charge and may incur additional transit day(s).

19.3.4 Shipments to/from Hawaii, other than Oahu, and shipments to/from Alaska, other than Anchorage, Fairbanks, and Juneau, may be subject to a Beyond Charge and may incur additional transit day(s).

19.4 CHARGEABLE WEIGHT

19.4.1 The costs to transport goods are dependent upon aircraft space and weight limitations. Thus, bulky shipments requiring considerable aircraft space are often charged a dimensional weight. Each shipment tendered to Forwarder is charged according to the actual weight or the dimensional weight whichever is greater. Dimensional weight is computed by using a dim factor of 194 for domestic shipments and 166 for international and transborder shipments.

19.4.2 Actual Weight is the weight determined by measuring the shipment on a certified floor platform scale. 19.4.3 Dimensional Weight is calculated using the formula (length in inches) x (width in inches) x (height in inches), divided by the dim factor. Dimensional Weight is always rounded up to the next whole pound or kilogram, and calculated on the sum of the dimensions for all pieces contained in the shipment.

Example: 10" x 12" x 15" box, 50 pounds. Actual Weight = 50 lbs. Dimensional Weight = $(10 \times 12 \times 15) / 194 = 9.28 = 10$ lbs. Dimensional Factor = 194. The actual weight exceeds the dimensional weight. Thus, the actual weight (50 lbs.) will be used as the chargeable weight for the shipment.

19.5 OVERSIZE FREIGHT

Shipments containing a piece with a length, width, or height of forty-six (46) inches or greater may incur a surcharge per Appendix A: Accessorial Charges. A shipment that contains a piece with a length, width, or height of 120 inches or greater may incur a minimum surcharge; contact Forwarder for a quote. A shipment that contains a handling unit with a chargeable weight of 250 pounds or greater that cannot be broken down may incur an additional charge; contact Forwarder for a quote.

19.6 OTHER FEES

A Fuel Surcharge and/or processing fee will be assessed and may vary dependent on market conditions. A Security Administration and Oversight Fee may be assessed.

19.7 QUOTATIONS

Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by Forwarder to the Customer, Consignor or Shipper are for informational purposes only and are subject to change without notice and shall not under any circumstances be binding upon Forwarder unless Forwarder in writing specifically undertakes the handling or carriage of the shipment at a specific rate. Additional services that are requested and/or required may incur additional costs for services according to Appendix A: Assessorial Charges.

20. INDIRECT AIR CARRIER STANDARD SECURITY PROGRAM

20.1 Forwarder has adopted and is currently carrying out an Indirect Air Carrier Standard Security Program (IACSSP) in accordance with 49 CFR Part 1548.

20.2 Information regarding the IACSSP contains sensitive security information, controlled under the provisions of 14 CFR Part 191. Such information will only be made available on a need to know basis.

20.3 Information regarding Shipments subject to the IACSSP may be withheld or delayed as required by the directives of the program.

21. AIR CHARTERS

21.1 In any movements tendered to Forwarder that requires an air charter, Forwarder is known as the arraigner of transportation and endeavors to identify a qualified charter operator to handle the movement under the terms provided.

21.2 The standard Carrier Terms and Conditions and Special Conditions will come into force by Charterer.

21.3 Charterer agrees to indemnify and hold Forwarder and its subsidiaries, divisions, and affiliated companies free and harmless from any liability, loss, cost, damage or expense, including attorneys' fees, which Charterer may suffer or incur as a result of any claims that arise out of or result from the rendering of services by Forwarder or a third party under this Agreement, whether such claims are based on negligence or intentional acts or omissions of Forwarder or a third party, breach of contract, breach of warranty, absolute liability or otherwise.

END OF TERMS AND CONDITIONS



A service of **ArcBest**

ACCESSORIAL SCHEDULE

Integres reserves the right to update Accessorial Charges upon thirty (30) days written notice.

Accessorial	Minimum	Pricing	Rate Type	Conditions
General Charges				
Appointment (specific time)		\$20.00	per appointment	Plus applicable time-related Cartage Special (see below)
COD	\$25.00	1.0%	per shipment	1% of COD amount; \$500 Maximum
Copies of Documents		\$3.00	per copy	Per HAWB, BOL, or POD
Declared Value	\$15.00	\$0.50	per \$100	For the portion of the Declared Value that exceeds the Released Value of \$0.50 per pound or \$50.00, whichever is greater.
Fuel Surcharge		variable	per pound	May vary depending on market conditions.
Guaranteed Delivery		25.0%	per shipment	Minimum surcharge of 25% will be assessed.
Hazardous Materials		\$50.00	per shipment	Per UN number
Insurance	\$25.00	\$0.75	per \$100	If insured value is over \$50,000 - call for quote
Over the Counter Surcharge		\$30.00	per shipment	
Oversize Surcharge		30.0%	surcharge over tariff	Minimum surcharge of 30% of the applicable tariff may apply for freight that is oversize or requires cargo lift. Oversize freight is defined as a single piece with any dimension over 46 inches or weighing over 250 lbs.
Perishables		CFQ		
Reconsignment Fee		\$35.00	per shipment	Plus actual charges incurred
Security Oversight and Admin		\$10.00	per shipment	
Shippers Export Declaration		\$25.00	per shipment	
Storage	\$25.00	\$0.01	per pound	Charges are per day and accrue from first full day after due date.
Supersize Surcharge		CFQ		Any single piece with a dimension over 120 inches or total dims over 180 inches.
Temp Control		CFQ		
Unknown Shipper		\$0.20	per pound	Shipper status is unknown. Waive for ground Line hauls.
Pickup Charges				
Attempt		\$20.00	per attempt	Plus actual charges incurred
Convention/Exhibition		\$25.00	per shipment	
Inside Pickup/Delivery	\$20.00	\$0.03	per pound	Maximum \$75
Labor		\$20.00	per shipment	Plus actual charges incurred
Liftgate Truck		\$50.00	per shipment	
Non-standard Location	\$15.00	\$0.02	per pound	Maximum \$75
Pallet Jack		\$20.00	per shipment	
Two Man	\$120.00	\$15.00	per 1/4 hour	Two hour minimum
Wait Time		\$15.00	per 1/4 hour	Per 1/4 hour after first 15 minutes
Delivery Charges				
Attempt		\$20.00	per attempt	Plus actual charges incurred
Convention/Exhibition		\$25.00	per shipment	
Inside Pickup/Delivery	\$20.00	\$0.03	per pound	Maximum \$75
Labor		\$20.00	per shipment	Plus actual charges incurred
Liftgate Truck		\$50.00	per shipment	
Non-standard Location	\$15.00	\$0.02	per pound	Maximum \$75
Pallet Jack		\$20.00	per shipment	
Reconsignment Fee		\$35.00	per shipment	Plus actual charges incurred
Residential Delivery	\$20.00	\$0.03	per pound	Maximum \$75
Two Man	\$120.00	\$15.00	per 1/4 hour	Two hour minimum
Wait Time		\$15.00	per 1/4 hour	Per 1/4 hour after first 15 minutes

Cartage Specials

Cartage Ring	Business Hours	After Hours	Saturday	Sunday & Holidays
A	\$45.00	\$65.00	\$100.00	\$175.00
B	\$55.00	\$75.00	\$100.00	\$175.00
C	\$65.00	\$85.00	\$100.00	\$175.00
D	\$75.00	\$100.00	CFQ	CFQ
E	\$95.00	\$120.00	CFQ	CFQ
F	\$100.00	\$130.00	CFQ	CFQ
G	CFQ	CFQ	CFQ	CFQ

Beyond Specials (per leg)

Cartage Ring	Minimum	Rate/lb
D - F	\$30.00	\$0.08
G - P	\$45.00	\$0.12
Q - Z	\$60.00	\$0.16
AK & HI (except HNL, ANC, FAI)		
A - Z	\$50.00	\$0.35