

# **ALLSTATES** **WORLDCARGO**



## **TERMS AND CONDITIONS OF SERVICE**

### **CORPORATE HEADQUARTERS**

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<b>WEBSITE</b>	<a href="http://www.allstates-worldcargo.com">www.allstates-worldcargo.com</a>

These Terms and Conditions of Service are Effective May 24<sup>th</sup>, 2025 and are subject to change without notice. These Terms and Conditions supersede and replace all previous Terms and Conditions published by Allstates WorldCargo, LLC.

The following Terms and Conditions of Service shall apply to all transportation, distribution and related services provided or arranged by ALLSTATES WORLDCARGO, LLC, GTD LOGISTICS, LLC and ALLSTATES LOGISTICS, LLC (including in any instance when any of the foregoing is doing business as Saturn Freight Systems). These Terms and Conditions of Service cannot be waived, changed, or modified unless in writing signed by an authorized executive of ALLSTATES WORLDCARGO, LLC. If there is any conflict or inconsistency between these Terms and Conditions of Service and any other written contract or service agreement, these Terms and Conditions Service contained herein shall control.

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**APPLICATION AND SCOPE OF SERVICES**

- A. These Terms and Conditions of Service (which include the attached General Terms of Service), as revised and amended from time to time, apply to all transportation, distribution, warehousing, and related services provided in interstate and intrastate commerce to, from, or within the United States (and its territories), Canada, Mexico, and/or other foreign or international commerce by ALLSTATES WORLDCARGO, LLC d/b/a Saturn Freight Systems, GTD LOGISTICS, LLC d/b/a Saturn Freight Systems, and ALLSTATES LOGISTICS, LLC d/b/a Saturn Freight Systems in accordance with their respective capacities set forth below:
- **ALLSTATES WORLDCARGO, LLC** is a domestic (U.S.) and international air freight forwarder providing services as an indirect air carrier, including the issuance of house air waybills for individual shipments, assembly, consolidation, and arrangement of transportation of goods via direct air carriers, pursuant to exemptions at 49 U.S.C. §§ 13531 and 13506(8).
  - **ALLSTATES WORLDCARGO, LLC** is duly registered as a surface freight forwarder with the Federal Motor Carrier Safety Administration (FMCSA) under U.S. DOT No. 2971842, Docket No. FF-3220, to provide ground transportation services via motor carriers selected by ALLSTATES WORLDCARGO, LLC
  - **ALLSTATES LOGISTICS, LLC** is an Ocean Transportation Intermediary (OTI) duly licensed as a non-vessel operating common carrier (NVOCC) and ocean freight forwarder with the Federal Maritime Commission under License No. 015364.
  - **GTD LOGISTICS, LLC** is registered with the FMCSA as a transportation property broker under U.S. DOT No. 2226136, Docket No. MC-379298, to arrange for the transportation of freight by motor carriers in interstate and foreign commerce.
- B. The liability of Allstates Worldcargo, LLC, Allstates Logistics, LLC, and GTD Logistics, LLC is several and not joint and in no event will any such entity be liable, or have any responsibility for, any acts, omissions, or obligations of any other such entity. If there is any question as to which such entity provided services, Allstates Worldcargo, LLC's determination as to which entity rendered services, made in its sole discretion, will be final and binding.
- C. In the event AWC (as defined below) issues an air waybill or bill of lading showing AWC as the "carrier", issues a warehouse receipt showing or identifying AWC as the warehouse operator, or issues a power of attorney or other document in its name, the terms and conditions of any such document will apply and supersede these Terms and Conditions of Service with respect to any goods or transactions covered by such bill of lading, waybill, warehouse receipt, or power of attorney to the extent of any conflict. These Terms and Conditions of Service will remain valid and binding in all other regards. IN NO EVENT WILL AWC BE BOUND BY ANY TERMS AND CONDITIONS OF ANY WAYBILL, BILL OF LADING, OR WAREHOUSE RECEIPT EITHER: (1) NOT ISSUED BY AWC, OR (2) IN WHICH AWC IS NOT IDENTIFIED AS THE CARRIER (WITH RESPECT TO BILLS OF LADING OR WAYBILLS) OR WAREHOUSE OPERATOR (WITH RESPECT TO WAREHOUSE RECEIPTS).
- D. Customer authorizes AWC to engage Third Parties to provide services, including, but not limited to, carriage, storage, packing, consolidation, or handling of any goods, or for any other service in relation to them, including, but not limited to, customs clearance. When engaging Third Parties to provide services, Customer authorizes AWC to engage such providers on the usual terms and conditions on which the Third Parties offer services, thereby establishing a direct contract between Customer and such Third Party. Customer acknowledges that it shall be bound by the terms and conditions of the agreements of the Third Parties.

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- E. Unless express instructions in writing are received from the Customer, and acknowledged in writing by AWC, AWC shall have complete freedom in choosing the means, route, and procedure to be followed in the handling, transportation, and delivery of the goods.
- F. Customer may request to cancel a booked shipment but shall be liable for any and all costs and expenses associated therewith including, but not limited to, any fees, penalties, liquidated damages, or deposits charged by Third Parties whether for Customer's account or the account of AWC.

**DEFINITIONS**

As used herein the words "**AWC**," "**our**," "**we**," and "**us**" shall refer collectively to **ALLSTATES WORLDCARGO, LLC, GTD LOGISTICS, LLC** and **ALLSTATES LOGISTICS, LLC** and their respective employees and agents including, in all instances, when any of the foregoing are doing business as Saturn Freight Systems.

As used herein the words "Customer," "**you**" or "**yours**" shall refer to the shipper, consignee, and/or the party requesting AWC's services.

As used herein "**Third Parties**" shall mean a third-party person or entity duly licensed and authorized to provide transportation services that is engaged by AWC to provide services to Customers including, but not limited to, any carrier, third party intermediary, warehouse, transload provider, customs broker, etc.

As used herein references to "**pound(s)**" shall be converted to applicable metric weight for International Shipments, as applicable.

As used herein the words "**Waybill**" or "**Bill of Lading**" shall refer to AWC's Waybill or other Bill of Lading accepted by AWC.

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**GENERAL TERMS OF SERVICE**

**1. ADVANCEMENT OF CHARGES**

- A. Upon request, we may, in our sole discretion, advance charges for transportation, cartage, storage, loading, unloading, unpacking, packing, and processing, not performed by us.
- B. For each Advancement of Charges, a service fee of \$1.00 per \$100.00 of the advance charge, or fraction thereof, may be assessed, subject to a minimum advancement fee of \$5.00.

**2. APPLICATION OF CHARGES**

- A. Except as otherwise provided for herein, where transportation charges for a shipment are based on weight, charges will be assessed on the gross weight of the shipment based on the greater of:
  - 1. The actual weight, or
  - 2. The cubic dimensional weight determined in accordance with Paragraphs (E) and (F) of this rule.
- B. Charges will be assessed on the basis of the service shown on the Waybill at the rates in effect on the day of acceptance of the shipment.
- C. In computing charges, fractions of less than one-half cent will be omitted and fractions of one-half cent or more will be considered as one cent.
- D. Fractions of pounds will be assessed at the charge for the next higher pound. Fractions of kilograms will be rounded up to the next half kilogram.
- E. Charges for domestic shipments with overall measurements exceeding 194 cubic inches will be assessed on the basis of one pound per 194 cubic inches or fraction thereof. Cubic measurements will be based on the length, times width, times height of each piece in the shipment.
- F. Charges for international shipments with overall measurements exceeding 166 cubic inches will be assessed on the basis of one pound per 166 cubic inches or fraction thereof.
- G. All rates and fees are subject to change without notice.
- H. If any information provided by or on behalf of Customer is inaccurate or incomplete, Customer acknowledges and agrees that agreed upon rates may, in AWC's sole discretion, be revised to reflect the goods actually tendered. Customer shall also be responsible for any additional accessorial charges imposed by Third Parties which were not anticipated by AWC at the time AWC agreed to arrange for services or which were not otherwise included in the rate quoted to Customer. In no event will AWC have any responsibility for, and Customer will defend, indemnify, and hold AWC harmless from, and will pay and reimburse, any charges imposed by Third Parties with respect to cancellation of services requested by Customer; for use of equipment in which cargo tendered by, to or on behalf of Customer is or has been laden; or for charges assessed with respect to storage or handling of any such equipment, including, but not limited to, charges assessed by steamship lines, rail carriers, rail terminal operators, marine terminal operators or port authorities.

**3. CHARGES – PREPAID, COLLECT, THIRD-PARTY**

- A. Freight Payment Terms. Shipments will be accepted either with the charges to be prepaid by the shipper or to be collected from the consignee. Upon request from the shipper or consignee, the charges will be billed to a third party; provided, however, if the third party should fail or refuse to make payment for any reason, liability for payment shall revert to the shipper or consignee, whichever requested third party billing. At all times, the shipper and consignee shall be jointly and severally liable for all unpaid charges payable on account of a shipment.
- B. Should AWC, in its sole discretion, grant credit terms to Customer, all charges are due and payable within thirty (30) days from the date of AWC's invoice.

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- C. Customer has no right deduct or set off any claims or charges Customer may have against AWC against any amounts owed by Customer to AWC. AWC may charge interest at the rate of 1 1/2 percent per month for any amounts not paid within 10 days of the due date. Customer will be responsible for and AWC is entitled to recover attorney's fees and costs associated with any action associated with the collection of past due charges or in any way relating to enforcement of AWC's rights hereunder.
- D. Billing Change Fee. All requests for changes in type of billing after delivery must be accompanied by a guarantee in writing of payment by the new payer and a fee of \$10.00 per revision may be assessed. Revisions will not be allowed when a reduction in the original rates occurs as a result of the change.

**4. INTENTIONALLY OMITTED.**

**5. CLAIMS PROCEDURES**

**A. CARGO LOSS OR DAMAGE CLAIMS**

- 1. General Filing Requirements. This article applies to any and all claims for or related to loss, destruction, delay, or damage of or to goods for which AWC has rendered services. Any such claim, whether alleging liability on the part of AWC or a Third Party, must be filed, in writing, with AWC's Claims Department at Corporate Office or through AWC's website at <http://www.allstates-worldcargo.com/file-a-claim> , as a condition precedent to recovery, within the time limits set forth herein, otherwise the claim will be denied and AWC shall have no liability for such claim and no further action may be brought against AWC. No cargo claims with respect to a shipment, any part of which is received by the consignee, will be entertained until all transportation charges have been paid. The claimant shall not deduct or offset the amount of a claim from monies owed AWC.
- 2. Claims alleging that AWC is liable for loss, damage, delay, or destruction to goods for which AWC has rendered services must be filed in accordance with the following time frames and failure to do so will result in a complete defense of AWC to any such claim:
  - a) For any shipment for which AWC has arranged air transportation, a claim must be filed within fourteen (14) days from the date of delivery in the instance of cargo damage; 21 days from the date of delivery in the instance of shipment delay; and 120 days from the date the cargo was tendered in the instance of non-delivery. Legal proceedings arising from any such claim must be commenced within two years from the date of delivery or the date the cargo should have been delivered in the event of non-delivery.
  - b) For any shipment for which AWC has arranged ocean transportation, legal proceedings arising from any such shipment must be commenced within one year from the date of delivery, or date of loss if not relating to delivered cargo.
  - c) for any shipment for which AWC has only arranged for surface transportation, a claim must be filed within nine (9) months from the date of delivery, or the date delivery should have occurred if non, and legal proceedings must be commenced within two years from date of claim declination.
- 3. Any other claims alleging any liability on the part of AWC for any reason (other than billing disputes as addressed elsewhere herein) must be filed within one hundred eighty (180) days of the date on which the claim arose and failure to do so will result in a complete defense of AWC to any such claim. AWC will have no liability for any such claim unless a suit is filed and properly served on AWC within one (1) year of the event giving rise to the underlying claim
- 4. Concealed Damage. If the consignee receives and accepts a shipment without noting any shortage or damage on the delivery receipt, delivery manifest, or other proof of delivery document (i.e., a "clear delivery receipt"), it will be presumed that the package was delivered in good order and condition and any loss or damage reported thereafter shall be considered concealed damage. All claims for concealed damage must be reported to us within seventy-two (72) hours from the date of delivery and a written claim must be filed within thirty (30) days from the date of delivery, otherwise the claim will be declined. For us to process any concealed damage claim, you must make the contents,

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original container(s), shipping cartons and packing material available to AWC and/or such other underlying carrier for inspection. Failure of AWC and/or such other underlying carrier to inspect will not be considered a waiver of AWC's rights.

**B. CLAIMS FOR OVERCHARGES AND OTHER BILLING DISPUTES**

1. Claims Filing. Claims for overcharges, refunds, duplicate payments, or other billing disputes (collectively "overcharge claims") must be filed with AWC, in writing, within 180 days from the date of delivery of the shipment that is the subject of the claim, otherwise such claims shall be deemed waived. Customer is responsible for all reasonable costs incurred by AWC in connection with investigating any overcharge claim.

**6. DANGEROUS GOODS/HAZARDOUS MATERIAL**

- A. When initially requesting services with respect to any cargo subject to regulation as hazardous material or dangerous goods, Customer must provide, in writing, details of the type of Dangerous Goods/Hazardous Material they are proposing to tender. AWC retains the right to refuse any shipment. Customer is solely responsible for all obligations imposed by law on any offeror of such cargo.
- B. Dangerous Goods/Hazardous Material means those commodities, which are transported in accordance with the provisions set forth in the rules and regulations in:
  1. Title 49 of the U.S. Code of Federal Regulations ("CFR"), revisions thereto or reissues thereof.
  2. The "Dangerous Goods Regulations" published by the International Air Transport Association ("IATA"), revisions thereto or reissues thereof.
  3. The International Civil Aviation Organization ("ICAO") "Technical Instructions for the Safe Transport of Dangerous Goods by Air" published by ICAO, revisions thereto or reissues thereof.
  4. The "International Maritime Dangerous Goods (IMDG) Code" published by the International Maritime Organization, revisions thereto or reissues thereof.
- C. If AWC agrees to arrange service for any hazardous materials, then Customer must comply with all of the rules and regulations imposed on the offeror under applicable law, including those set forth in:
  1. Title 49 of the U.S. Code of Federal Regulations ("CFR"), revisions thereto and reissues thereof.
  2. The "Dangerous Goods Regulations" published by the International Air Transport Association ("IATA"), revisions thereto and reissues thereof.
  3. The International Civil Aviation Organization ("ICAO") "Technical instructions for the Safe Transport of Dangerous Goods by Air" published by ICAO, revisions thereto or reissues thereof.
  4. The "International Maritime Dangerous Goods (IMDG) Code" published by the International Maritime Organization, revisions thereto or reissues thereof.
- D. If the shipment contains Dangerous Goods/Hazardous Material, Customer shall have the responsibility to so state on the Waybill, bill of lading or other transactional document and shall also submit a signed Shipper's Declaration for Dangerous Goods/Hazardous Materials.
- E. Between points in the United States, a hazmat charge may be assessed in addition to all other applicable charges.
- F. Between all other points not specified in (D) above, the charges for handling and transportation of dangerous goods may vary.
- G. Customer agrees to be in compliance with all State and Federal statutory requirements with respect to shipping Dangerous Goods and/or Hazardous Materials.

**7. INSPECTION OF SHIPMENTS**

- A. We may, but shall not be obligated to, inspect any shipment. Additionally, shipments may be subject to inspection by:
  1. The carrier[s] or their agent[s]
  2. Government officials
  3. Personnel authorized by the government to inspect shipments.

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- B. In accordance with the regulations of the Transportation Security Administration ("TSA") all shipments transported on aircraft are subject to inspection or being searched by AWC, its agents, government officials or other authorized personnel to ensure the security and safety of any aircraft and its passengers. In the event consent to search or inspect the cargo is withheld, the cargo cannot be offered for transport or be transported on any aircraft.

**8. LIABILITIES NOT ASSUMED/LIMITATIONS OF LIABILITY**

- A. Except to the extent liability is expressly assumed herein, AWC shall not be liable to Customer or to any other person for any direct or third party claims or damages of any kind arising services performed or arranged by AWC except to the extent such claim or damage is proven to have been directly and proximately caused by the negligence or willful misconduct of AWC and there has been no contributory negligence on the part of the shipper, consignee or other claimant.
- B. AWC shall not be liable for any claims or damages, whether direct or third party, caused by:
1. The act, default or omission of the shipper, consignee or any other party claiming an interest in the shipment including, but not limited to, incorrect declaration of cargo, improper or insufficient packing, securing, marking, or addressing of your shipment, or for the acts or omissions of the recipient.
  2. The nature of the shipment or any defect, characteristics, or inherent fault thereof.
  3. Failure of the shipper or consignee to observe any of the rules contained in this document or including but not limited to improper or insufficient packing, securing, addressing, or marking any shipment, or failure to follow any rule related to shipments not acceptable for transport or shipments accepted only under certain conditions.
  4. Acts of God, weather conditions, mechanical delay of aircraft or other equipment failures, perils of the air, public enemies, public authorities acting with actual or apparent authority, acts or omission of custom officials, authority of law, quarantine, riots, strikes or civil commotion, or hazards incident to a state of war.
  5. Acts or omissions of any person other than AWC.
  6. special or consequential damages due to delay, mis-delivery, or non-delivery. Our liability shall be limited to a refund of the shipping charges in the event of a delay.
  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. The loss of any personal or financial information including, but not limited to, social security numbers, dates of birth, driver's license numbers, credit card numbers, and financial account information.
  9. Shipments released without obtaining a signature at residential addresses, and at nonresidential addresses if a signature release is on file.
  10. Change in temperature or atmospheric conditions, or effects of any such change in temperature or atmospheric conditions on any property with respect to which services have been rendered.
  11. Broken, missing or unreadable trailer or container seals.
  12. Third Parties limiting or disclaiming liability.
  13. Claims of less than \$50.00.
- C. AWC's liability shall in no event exceed the applicable limitations contained herein. Without limiting the foregoing:
1. AWC SHALL NOT BE LIABLE IN ANY EVENT FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR INCOME, OR BUSINESS INTERRUPTION WHETHER OR NOT AWC HAD KNOWLEDGE THAT SUCH DAMAGE MIGHT BE INCURRED.
  2. AWC'S LIABILITY FOR CARGO LOSS, DAMAGE, DELAY, AND DESTRUCTION SHALL NOT EXCEED THE AMOUNTS SET FORTH HEREIN.

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3. AWC'S LIABILITY FOR ALL OTHER CLAIMS OTHER THAN CARGO LOSS, DAMAGE, DELAY, OR DESTRUCTION SHALL NOT EXCEED THE GREATER OF THE AMOUNTS PAID TO AWC FOR THE SPECIFIC SERVICES GIVING RISE TO THE CLAIM IN QUESTION, OR \$100 PER OCCURRENCE.

**9. LIABILITY FOR CHARGES AND INDEMNIFICATION**

- A. The shipper and consignee shall be liable, jointly, and severally, for all charges payable on account of AWC's services (including services of Third Parties) including, but not confined to, sums advanced or disbursed by AWC on account of such shipment.
- B. The shipper and consignee shall be liable, jointly and severally, to pay or indemnify and hold AWC harmless for all claims, fines, penalties, damages, costs, or other sums which may be incurred, suffered, or disbursed for (1) any violation of any of the terms, conditions, or rules contained herein, (2) any other default of the shipper, consignee, or such other party with respect to a shipment, or (3) any action taken by AWC for the collection of freight or other charges due to any such shipment.

**10. LIENS ON SHIPMENTS**

- A. AWC shall have a continuing, general lien on all property for which AWC or any Third Party has rendered services that is in the possession of AWC or Third Parties engaged by AWC (including all proceeds thereof and any C.O.D. amounts in possession of AWC) for all freight charges, advances or other charges (including past due charges on other shipments) due and payable to AWC, pursuant to which AWC may refuse to surrender possession of any property until all such charges are paid in full, in accordance with all legal or equitable rights and remedies available. In the event of non-payment of any sum payable to us, the property subject to such lien may be held and be subject to storage and/or disposed of at public or private sale. Customer shall continue to be liable for the balance of any unpaid charges payable on account of the shipment, including any deficiency remaining after the sale of goods subject to a lien.

**11. CUSTOMER'S OBLIGATIONS**

- A. Customer shall be responsible to ensure that all goods are properly prepared, packaged, loaded, and secured to withstand the normal rigors and environment of transportation.
- B. Customer shall provide sufficient and accurate information to enable AWC to make appropriate arrangements for the transportation of Customer's goods, and the determination of the applicable freight and/or accessorial charges, otherwise Customer may be responsible for additional charges. Such information will include, but not be limited to the following when applicable to the shipment: pickup and delivery locations, an accurate description of the goods, the number of packages, pallets or slip-sheets, the type of packaging and if it is shrink-wrapped or banded, the weight and dimensions, and any special requirements for appointments, special handling or equipment, temperature control, etc. AWC shall not be responsible for any additional freight or accessorial charges assessed by any Third Party or for loss, damage or delay resulting from misrepresentation of the foregoing by Customer.
- C. AWC will use reasonable efforts to transmit Customer's information and requirements to Third Parties, but Customer shall remain solely responsible to ensure that all necessary information and instructions are provided to the carrier at the time of shipment and included on the bill of lading.



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**12. LIABILITY FOR LOSS, DAMAGE OR DESTRUCTION TO GOODS**

AWC will be liable for loss, damage, delay, or destruction to goods for which it has provided services solely in accordance with the below standards. If a standard below is applicable to loss, damage, or destruction during transit, the same standard will also apply to any loss, damage, or destruction while goods come to rest during transit. In no event will AWC be liable for delay unless AWC fails to arrange for delivery with reasonable dispatch, such failure is due to the negligence or intentional misconduct of AWC, and the delay results in actual physical loss of or damage to goods. In no event will AWC's liability exceed the cost to repair or replace the goods in question. The limitations below constitute a limitation on the entire recovery of the claimant. Any amounts recovered from Third Parties or any insurers of AWC or any Third Party, will be credited against the liability of AWC.

- A. Where transportation between two points in the United States is performed solely by motor carrier, and the carrier's charges are not based on the handling characteristics or weight/dimension of the goods, but rather, on a mileage or flat rate basis, AWC will be liable to Customer for cargo loss, damage in accordance with the provisions of the Carmack Amendment, at 49 USC 14706, which such liability will not exceed \$100,000 per trailer or conveyance.
- B. Where transportation between two points in the United States is performed solely by motor carrier, and the carrier's charges are based on the handling characteristics or weight/dimension of the, AWC will be liable to Customer for cargo loss, damage in accordance with the provisions of the Carmack Amendment, at 49 USC 14706, which such liability will not exceed \$.50 per pound per package. :
- C. Where transportation to and/or from (including between two points in) Canada is performed solely by motor carrier, AWC will be liable to Customer for cargo loss, damage as a "carrier" in accordance with the provisions of the Carmack Amendment, at 49 USC 14706, which such liability will not exceed \$2.00 per pound per package.
- D. Where transportation between two points in the United States involves carriage by air, AWC shall be liable for loss or damage to any such shipment, including during surface transportation or temporary storage in-transit thereof, to the extent caused by failure by AWC to exercise reasonable care in respect of the goods, which such liability will not exceed \$0.50 per pound per package.
- E. Where international transportation involves carriage by air, AWC shall be liable for loss or damage to any such shipment, including during surface transportation or temporary storage in-transit thereof, pursuant to the Convention for the Unification of Certain Rules for International Carriage by Air, done at Montreal on 28 May 1999 (the "Montreal Convention").
- F. Where international transportation involves carriage by water, AWC will be liable for loss or damage, including during surface transportation or temporary storage in-transit thereof, pursuant to the Hague Visby Rules for all claims other than those claims arising from ocean transportation to and from the United States in which case, AWC will be liable for loss or damage pursuant to the Carriage of Goods by Sea Act (COGSA) which such liability shall not exceed \$500 per package or freight handling unit for unpackaged goods. The applicable unit for determining liability shall be the palletized freight unit or other commercial customary freight unit, if not palletized.
- G. For any service not covered by the foregoing, AWC will not be liable for loss or damage to goods for which services have been rendered except to the limited extent caused by AWC's failure to exercise reasonable care in respect of the goods in question, which such liability will in no event exceed \$0.25 per pound per package.
- H. Customer may request that AWC assume liability for loss or damage to goods in excess of the otherwise applicable limitations set forth above by contacting AWC at [claims@allstates-worldcargo.com](mailto:claims@allstates-worldcargo.com) at least 72 hours prior to scheduled tender of the goods and requesting that AWC assume additional liability, not to exceed the cost to repair or replace the specific goods included in the consignment in question. If AWC responds in writing with a quote for the cost of assuming additional liability, and if Customer, in writing and before tender of the goods, accepts such quote in writing, then AWC will be liable for loss or damage in the amount of the lesser of the cost to repair or replace the goods or the amount agreed between AWC and Customer.

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- I. Special Damages. In no event and under no circumstances shall AWC be liable for any special, incidental, or consequential damages, including but not limited to loss of profits or income, or business interruption whether or not we had notice or knowledge that such damages might be incurred.
- J. NOTICE: Third Party Limitations of Liability. Customer is hereby on notice that Third Parties engaged by AWC may have limitations of liability for loss or damage. Unless specific written instructions from the Customer have been received and accepted by AWC in sufficient time prior to shipment (as evidenced by a written acknowledgment issued by an authorized representative of AWC), AWC shall have no obligation to arrange with Third Parties or others for greater liability or insurance or to pay excess valuation charges on behalf of Customer.

**13. DISPOSITION OF ON HAND FREIGHT AND STORAGE**

- A. Freight held by AWC will be deemed on-hand when: (i) the consignee rejects or refuses delivery of a shipment; (ii) a shipment is otherwise unable to be delivered, due to no fault or mistake of AWC; (iii) storage is required for customs clearance or inspection, or by order of a government authority, through no fault or mistake of AWC; or (iv) Customer instructs AWC to stop the movement of a shipment and hold it in transit. AWC will use reasonable efforts to promptly provide notice, by telephone, electronic or other communication, to the shipper, consignee, or other party, if any, designated to receive notice on the bill of lading as to the on-hand status of the freight, including the imposition of storage charges. AWC may place an on-hand shipment in public storage for Customer's account and at Customer's expense and without liability to the AWC.
- B. In the event AWC does not receive written instructions within 24 hours from the time of AWC's attempted first notification to Customer of on-hand freight, AWC shall thereafter have the right to: (i) return the shipment to the shipper, at CUSTOMER's expense; (ii) exercise AWC's lien rights; or (iii) treat the shipment as abandoned and otherwise dispose of said shipment.
- C. Nothing in this section shall be construed to abridge the right of AWC, at its option, to sell the property under such circumstances and in such manner as may be authorized by law. When perishable freight cannot be delivered and disposition instructions are not given within a reasonable time, AWC may dispose of such perishable freight to the best advantage.
- D. Uncleared Import Shipments held at government warehouses will be recovered from such warehouse only when all costs have been paid in advance.
- E. AWC may, in its sole discretion, store on-hand freight subject to the terms and conditions of AWC's warehouse receipt, at AWC's then current rates and charges which such rates and charges will be for the account of Customer and subject to AWC's lien.

**14. PACKING AND MARKING REQUIREMENTS.**

Customer will be responsible for the following obligations:

- 1. Shipments must be prepared or packed to ensure safe transportation with ordinary care in handling.
- 2. Any article susceptible to damage by ordinary handling must be adequately protected by proper packing and must be marked or bear appropriate labels.
- 3. Any article susceptible to damage as a result of any condition which may be encountered in transportation, such as high vibration or high or low temperature variations, high or low atmospheric pressure variations, must be adequately protected by proper packing and any other necessary measures.
- 4. Each piece must be legibly and durably marked with the name and address of the shipper and consignee. When a container is used repetitively, all old labels, tags markings, etc. must be removed.
- 5. Pieces with a floor bearing weight in excess of 100 pounds per square foot must be provided with a skid or base, which will reduce the floor bearing weight to 100 pounds or less per square foot. Such skid or base must be furnished by the shipper and included in the gross weight of the piece.
- 6. Each piece of a C.O.D. shipment must be plainly marked to show that the shipment is C.O.D. The markings must also show the number of pieces in the shipment.

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7. Shipment sculptures of any kind must be packed in wood crates of at least 1/4-inch (.64 centimeters) thickness which completely surround the article being shipped and must be clearly marked as to the nature of the contents.

**15. PICKUP AND DELIVERY SERVICE**

- A. Pickup and/or delivery service will be provided during business hours (8:00am – 5:00pm) Monday through Friday. Holiday, weekend, and non-business hours pick-up and/or delivery service may be available but will be subject to additional cost.
- B. Pickup and/or delivery services will not be provided to or from any address not directly accessible to vehicles or where it is impractical to operate a vehicle.
- C. At buildings where our employees are not permitted access to floors above the ground floor.
  1. We will pick up shipments only when tendered at the ground floor or receiving dock, and
  2. Delivery to the person whose duty it is to receive property for the occupants of such buildings will constitute delivery to the consignee.
- D. Loading and unloading incidental to pickup and delivery service will ordinarily be performed by one person. Pick-up and delivery service will not be provided for pieces which cannot be handled by one person unless advance arrangements have been made, including, where necessary, the furnishing of additional people and equipment by the shipper or consignee.
- E. When vehicles are held for loading or unloading in excess of fifteen (15) minutes, an additional charge will be assessed.

**16. PROOF OF DELIVERY**

- A. When requested by the shipper or consignee, we will furnish a copy of the Waybill, Bill of Lading signed by the consignee or his agent as proof of delivery.

**17. RATES**

- A. The rates and charges for services shall be either (i) as provided in the Rate Quote or (ii) as set forth on a Rate Sheet and are subject to change without notice. Additionally, the shipments may be assessed accessorial charges and/or surcharges for additional services not covered in the Rate Quote and/or Rate Sheet whether assessed by AWC or Third Parties, which such charges will be charges in respect of the shipment and subject to AWC's lien (including charges for demurrage or detention related to storage or use of intermodal shipping containers in or on which Customer's goods have been laden). Shipper should contact us for a complete list of accessorial charges and/or surcharges.

**18. RE-DELIVERY SERVICE**

- A. A shipment which, through no fault of AWC's, cannot be delivered on the first tender of delivery to the consignee will be returned to our terminal and the consignee will be notified. Re- delivery will be made at an additional charge equal to the minimum charge for the delivery area of the shipment with a maximum charge equal to original delivery charge.

**19. ROUTING AND RE-ROUTING**

- A. We will determine the routing and method of transportation of all shipments, including choice of agents unless express instructions in writing are received from the customer. We have complete freedom in choosing the means, route, and procedure to be followed in handling, transportation, and delivery.

**20. SHIPMENTS ACCEPTABLE**

- A. Shipments are acceptable for transportation only when the terms, conditions, rules, and regulations shown herein and all laws, ordinances, and other governmental rules and regulations governing the transportation thereof have been complied with by the shipper and/or consignee.

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**21. SHIPMENTS NOT ACCEPTABLE FOR TRANSPORTATION**

- A. Unless otherwise expressly agreed in a writing signed by an officer of AWC, the following articles will not be accepted: Automobiles, motorcycles, boats, smartphones and tablets, jewelry, fur, antiques, fine art, plants, flowers, alcohol, cash, bullion, bonds, treasury notes, securities, stamps, manuscripts, lottery tickets, precious metals, currency, cash, money or bank notes, evidence of debt, negotiable paper, coins, live animals, live birds, live plants and cut flowers, tobacco products.

**22. SHIPMENTS SUBJECT TO ADVANCE ARRANGEMENTS**

The following will be accepted for services only if Customer provides prior written notice to AWC and has received written confirmation signed by an officer of AWC that AWC will accept any such cargo.

- A. Any shipments having a declared or insured value exceeding \$50,000.00.
- B. Shipments containing pieces in excess of 84 inches in length or 5 inches in width or 58 inches in height.
- C. Shipments of excessive weight.
- D. Shipments requiring pick-up or delivery of pieces which cannot be handled by one individual.
- E. Shipments requiring special devices for safe handling.
- F. Dangerous Goods as described in Section 7.

**23. SHIPMENTS SUBJECT TO DELAY**

Notwithstanding that AWC is not liable for delay, Customer should be aware that the following conditions may delay delivery of the shipment to the consignee:

- A. If the dimensions of the shipment are too large for available aircraft.
- B. If the length of the shipment exceeds 125" or width or height exceeds 65".
- C. Shipments that are improperly packaged or lack proper documentation.
- D. Shipments on which the shipper has omitted or provided an incorrect consignee address on the Waybill.
- E. Shipments requiring special licenses or consularization filing prior to export.
- F. Shipments difficult to handle, oversized or unwieldy, single pieces in excess of 250 pounds.
- G. Shipments containing Dangerous Goods/Hazardous Materials.
- H. Shipments not complying with US Department of Transportation, Transportation Security Administration (TSA) regulations.
- I. Shipments subject to inspection by Regulatory Authorities.

**24. SHIPMENTS SUBJECT TO SPECIAL CONDITIONS**

- A. Shipments requiring special devices for safe handling will be accepted only when such special devices are provided and operated by and at the expense of the shipper or consignee.
- B. Dangerous Goods, and items of extraordinary value, must not be included in the same shipment with any other article.

**25. SIGNATURE SECURITY SERVICE**

- A. AWC may, if agreed in writing signed by an officer of AWC, arrange for service requiring signature upon delivery, which such service will be subject to additional rules and limitations. In no event will AWC have any liability for a Third Party's failure to obtain an appropriate signature.
- B. A charge will be assessed for Signature Security Service in addition to all other applicable charges.

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**26. THE WAYBILL**

- A. Customer shall prepare and present a current version of AWC's Waybill for each shipment. Notwithstanding whom prepared the Waybill or the originating documentation, it shall conclusively be deemed to have been prepared by Customer. The Waybill or other shipping document shall be non-negotiable.
- B. If requested, AWC will provide the shipper with a copy of the Waybill, Bill of Lading, or other non-negotiable shipping document on which the shipment was tendered to AWC. A charge of \$5.00 per copy will be assessed for this service, except there will be no charge when the copy is provided in defense of a written claim.
- C. The contents of all shipments must be indicated by accurate description on the Waybill.
- D. The number of pieces included in a shipment must be accurately specified on the Waybill.
- E. The dimensions and weight of the shipment must be accurately entered on the Waybill. If omitted, or entered incorrectly, we reserve the right to measure and weigh the shipment, apply appropriate density, and oversize shipment surcharges. Shipments may be re-weighed at origin or destination.

**27. SEVERABILITY**

- A. If any part of these terms is or becomes unenforceable, this will not affect the enforceability of any other part.

**28. GOVERNING LAW**

- A. These terms and conditions of carriage and any contract concluded which incorporates these terms shall be governed by the laws of the state of Florida. To the extent not governed by International Treaty, Convention or United States Federal Law, all disputes, claims, or actions arising hereunder shall be governed by, construed and interpreted in accordance with the laws of the State of Florida, without regard to its conflict of laws principles. All actions, suits or proceedings arising hereunder shall be brought solely in the U.S. District Court serving Orlando, Florida, or, in the absence of federal jurisdiction, a state court of competent jurisdiction servicing Orlando, Florida; and you hereby agree and consent to the jurisdiction and venue of such court for all purposes.

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