

U. S. and Canadian Cap Logistics Terms and Conditions

1. Tendering this shipment described herein for carriage, Shipper agrees to these conditions of contract, and that a shipper Bill of Lading is non-negotiable and has been prepared by the shipper or on his behalf by the forwarder. As used in this contract, "Forwarder" means Cap Logistics.
2. International air carriage (as defined in Forwarder's tariff) is subject to the rules relating to the liability established by the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Warsaw, October 12, 1929. The liability for any cargo damage loss or theft from any cause of action shall be determined under the Carmack Amendment, 49 U.S.C. 14706.
3. To the extent that it is not governed by Federal Law, this Contract and the currently effective Rule Tariff, Service guide or supplement which is incorporated by reference shall be construed and the performance of the transportation hereunder shall be determined in accordance with the laws of the State in which the shipment is accepted by the Forwarder.
4. It is mutually agreed that the shipment described herein is accepted on the date hereof in apparent good order (except as noted) for carriage as specified. The Shipper agrees that carriage and other services performed herein and, subject to governing classifications and tariffs, in effect, as of the date hereof which are filed in accordance with law. Said classifications and tariffs are available for inspection by the parties hereto and are hereby incorporated into and made part of this contract.
5. The Shipper must indicate in the designated area of the face of the Bill of Lading the type of service and transportation solution requested. If the type of service is not indicated, the shipment will be rated at the highest applicable tariff rate.
6. In tendering the shipment for carriage the Shipper warrants that the shipment(s) is packaged adequately to protect the enclosed goods and to insure safe transportation with ordinary care and handling, and that each package is appropriately labeled and except as noted, is in good order and condition. All shipments may at Forwarder's or Air Carriers option be opened and inspected to comply with all TSA regulations.
7. Forwarder will exercise due diligence in routing shipments. In the absence of specific contrary instructions by the Shipper on the Bill of Lading, Forwarder may divert any shipments to surface transportation in order to expedite its movement. Regardless of the method of transportation employed, the Forwarder's air freight charges from the origin to destination will apply.
8. Forwarder is not liable for any loss, damage, delay, labor, redelivery, non-delivery, or other results caused by (a) the act, default, or omission of the Shipper, Consignee or other party who claims interest in the shipment including any breach of the warranty; (b) the nature of the shipment or any defect, characteristic or inherent vice thereof; (c) violation by the Shipper or Consignee of any of the terms and conditions of the contract; (d) acts of God, public enemies, public authorities acting with actual or apparent authority, authority of law, quarantine, riots, strikes, and commotions, or hazards or dangers incident to a state of war; (e) compliance or non-compliance with delivery or special instructions; (f) weather conditions or mechanical delay or aircraft or other equipment.

9. Forwarder shall not be liable in any event for any special, incidental or consequential, damages including but not limited to loss of profits, income, utility, interest, or loss of market whether or not forwarder had knowledge that such damage might be incurred.
10. The Customer must purchase first dollar cargo insurance at the rate of .65 per cents per hundred dollars of declared value to have any cargo claim coverage. Unless a greater value is declared herein the Shipper agrees and declares that the value of the property is released to an amount not exceeding \$50 (dollars) for any shipment of 100 pounds or less and not exceeding \$0.50 (cents) per pound for any shipment weighing in excess of 100 pounds.
11. Forwarder shall not be liable in any action unless a claim has been filed and such action is brought within 1 year after the date written notice is given to the claimant that Forwarder has disallowed the claim in full or in part.
12. Damage or loss discovered by the Consignee after deliver and after a clear receipt has been given to the Forwarder must be reported in writing to the Forwarder within 15 days after delivery of the shipment with privilege to the Forwarder to inspect the shipment and its container(s) and packing material within 15 days after receipt of such notice.
13. Claims for loss, damage or delay must be made in writing and received by the Forwarder within a period of 90 days after the date of acceptance of the shipment by the Forwarder.
14. Claims for overcharges or duplicate billings must be made in writing within a period of one year after the date of acceptance of shipment by the Forwarder.
15. No claims with respect to a shipment, any part of which is received by the Consignee, will be entertained until all transportation charges have been paid.
16. Forwarder shall have a lien on this shipment for all sums due and payable.
17. In the event of failure or inability of the Consignee to take delivery of the shipment, Forwarder will notify Shipper in writing at the address shown on the Bill of Lading and request disposition instructions. If the Shipper fails to provide disposition instructions within 30 days after the date of Forwarder's notice, Forwarder will return the shipment to the Shipper at the Shipper's expense. If the Shipper fails to accept delivery of a shipment thus returned, Forwarder may, upon 30 days written notice to the Shipper, dispose of the shipment at the public or private sale and pay itself out of the proceeds to satisfy the transportation charges owing on the shipment. Any sums collected by Forwarder in excess of such transportation charges will be paid to the Shipper. No sales 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.
18. All charges are due and payable upon receipt of invoice. Any payment which is past due shall be subject to an additional charge at a rate of 1-1 ½% per month of the outstanding balance due, or the highest rate of interest permitted by applicable law, whichever is less as well as collection fees.
19. The Shipper and the Consignee shall be liable, jointly and severally, (a) for all unpaid charges payable on account of a shipment pursuant to this Contract, and (b) to pay or indemnify Forwarder for all claims, fines, penalties, damages, costs or other sums which may be incurred by Forwarder by reason of any violation of this Contract or any other default of the Shipper or Consignee.
20. In the event Cap Logistics has to retain an attorney, or commence legal proceedings to enforce any portion of, or all of this contract, the Shipper or Consignee shall be liable for all costs and reasonable attorney fees.