

## CONDITIONS OF CONTRACT

**Definitions:** On this Waybill, "Carrier" refers to Caribbean Transportation Services, Inc., its affiliated companies, and their respective employees, agents and independent contractors. "Shipment" means all pieces which are tendered to and accepted by Carrier on a single Waybill.

**Agreement to Terms:** By giving Carrier the shipment, Shipper agrees, regardless of whether Shipper signs the front of this Waybill for itself or as an agent on behalf of any other person or entity having an interest in the shipment, to all terms on this NON-NEGOTIABLE Waybill and as appropriate, any contract between Shipper and Carrier, and in the current Tariff, copies of which are available from Carrier upon request. If there is a conflict between the Waybill and any such document then in effect, the contract and Tariff will control in that order of priority. No one is authorized to alter or modify the terms of the parties' agreement.

**Completions of Waybill and Packaging:** Shipper warrants that each piece in the shipment is properly described on this Waybill and any export documents, and is properly marked, addressed and packed to ensure safe transportation with ordinary care in handling.

**Responsibility for Payment:** Even if Shipper gives Carrier different payment instructions, Shipper will always be primarily responsible for all charges, including transportation charges, and possible surcharges, customs and duty assessments including fees related to Carrier's prepayment of the same, governmental penalties and fines, taxes and Carrier's attorneys' fees and legal costs related to the shipment or the collection of Carrier's charges. Shipper also will be responsible for any costs Carrier may incur in returning the shipment to Shipper or warehousing it pending disposition.

### **Limitation of Liability:**

- (a) **Domestic** – Carrier's liability for domestic shipments is limited to the lesser of Shipper's actual damages, \$1.00 per lb. or \$100.00, unless Shipper declares a higher value or requests Carrier to provide insurance coverage, pays an additional charge and documents its loss in a timely manner.
- (b) **International** – Carrier's liability for international shipments, if not governed by the Warsaw Convention, is limited to \$9.07 per lb., unless Shipper declares a higher value or request Carrier to provide insurance coverage, pays an additional charge and documents its loss in a timely manner.
- (c) For shipments having a declared value or for shipments in which Shipper requests available insurance coverage, Carrier's liability is limited to the lesser of declared or insured value or the actual value of the shipment. See Tariff or contact Carrier for more details.
- (d) Carrier shall not be liable for any consequential, incidental or special damages, including but not limited to loss of income or profits, whether or not Carrier knew or should have known that such damages might be incurred.
- (e) Carrier shall not be liable:
  - (1) for Shipper's acts or omissions, including but not limited to incorrect declaration of cargo, improper or insufficient packing, securing, marking or addressing of the shipment, or for the acts or omissions of the recipient or anyone else with an interest in the shipment;
  - (2) for loss, damage, delay, shortage, misdelivery, nondelivery, misinformation or failure to provide information in connection with shipment caused by events Carrier cannot control, including but not limited to acts of God, perils of the air, weather conditions, inherent vice of the goods being transported, mechanical delays, acts of public enemies, war, strikes, civil commotions, or acts or omissions of public authorities (including customs or health officials) with actual or apparent authority; and
  - (3) if Shipper or recipient violates any of the terms of this Agreement.

### **Claims for Loss, Damage or Delay:**

- (a) All claims must be made in writing to Carrier within 120 days after the date of acceptance of the shipment. See Tariff for details.
- (b) All claims for damage and/or loss discovered after recipient accepts the shipment without noting any damage and/or loss on the delivery receipt must be made in writing within 7 days after acceptance of shipment.
- (c) Written documentation of all claims must be delivered to Carrier within 90 days after Carrier receives notice in accordance with paragraphs (a) or (b);
- (d) The original shipping cartons, packaging and contents must be made available for inspection by Carrier and retained until claim is concluded.
- (e) Carrier is not obligated to act on any claim until all transportation charges have been paid; the claim amount may not be deducted from those charges.
- (f) Carrier shall not be liable in any action brought to enforce a claim unless carrier's claim procedures (as more fully detailed in the Tariff) have been complied with by claimant, and unless such action is brought within 2 years from the date of delivery of the shipment or from the date on which the shipment should have been delivered.

**Right to Reject:** Carrier reserves the right to reject any shipment for any reason whatsoever including but not limited to safety or security concerns.

**Shipment Routing:** Carrier reserves the right to route the shipment or utilize other Carriers, including surface carriers, in any way it deems appropriate.

**Inspection:** The shipment may, at Carrier's option or at the request of governmental authorities, be opened and inspected by the Carrier or such authorities at any time.

**International Shipments:**

- (a) If carriage of the shipment by air involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention and any of its subsequent amendments and protocols may be applicable and govern and, in most cases, limit the Carrier's liability for loss, damage, delay, shortage, misdelivery, nondelivery, misinformation or failure to provide information in connection with the shipment.
- (b) Shipper authorizes Carrier to act as forwarding agent for Shipper for export control and customs purposes. Shipper hereby certifies that all statements and information contained in this Waybill and any accompanying documents relating to exportation are true and correct.
- (c) Shipper is responsible for and warrants its compliance with all applicable laws, rules and regulation, including but not limited to customs laws, import, export and re-export laws and governmental regulations of any country to, from, through or over which the shipment may be carried. Shipper agrees to furnish such information and complete and attach to this Waybill such documents as are necessary to comply with such laws, rules and regulations. Carrier assumes no liability to Shipper or any other person for any losses or expenses due to Shipper's failure to comply with this provision.