



AIRFREIGHT - BILL OF LADING PROVISIONS
DAX-Dependable AirCargo Express

1. In tendering the shipment described herein for carriage, Shipper agrees to these conditions of Contract which no agent or employee of the parties may alter, and that this Airbill is non-negotiable and has been prepared by him/her or on his/her behalf by DAX-Dependable AirCargo Express (herein referred to as Carrier).
2. It is agreed that the goods herein described are prepared and packed by the shipper (except when packed by the Carrier and a charge is paid for this service) for transportation as specified herein. Shipper warrants that the shipment is packed to ensure safe transportation with ordinary care in handling. Shipper warrants that any article susceptible to damage by ordinary handling or as a result of any condition which may be encountered in air transportation, such as changes in temperature or atmospheric pressure, has been adequately protected by proper packing. Each package prepared by the shipper prior to tendering that package to Carrier must have the destination name and address marked legibly and durable for identification purposes. Carrier shall have the right, but not an obligation, to inspect any shipment.
3. 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 herein, subject to governing classifications and tariffs in effect as of the date hereof. Said classifications and tariffs are available for inspection by the parties hereto and are hereby incorporated into and made part of this contract. Tariffs will not apply when quotations are given by Carrier for an individual shipment.
4. Declared value is agreed and understood. DAX-Dependable AirCargo Express's liability is limited to the actual damages sustained but in no event higher than \$.50/lb., \$50.00 or the C.O.D. amount, whichever is less, unless a higher valuation is declared and charges paid thereon. Carrier shall not be liable for more than the actual value of the contents should the declared value exceed the worth of the contents.
5. Carrier shall not be liable for any loss, damage, delay, misdelivery or other result not caused by its own negligence, nor shall Carrier be liable for any act, default or omission by the Consignee or Consignor, or any other party claiming interest in the shipment. Carrier shall not be liable if the nature of the shipment or defect or inherent vice thereof represents a violation by Consignor or Consignee of any of the rules contained in tariffs in effect as of the date of the shipment, including improper or insufficient packing, securing marking or addressing, and failure to observe any of the rules relating to shipments subject to advance arrangements.
6. All weights entered on the airbill are subject to correction by the Carrier. Transportation charges for a shipment will be assessed on the gross weight of the shipment based on the greater of a) the actual weight or b) the cubic dimensional weight determined by taking the length x width x height and dividing that number by 194 for Domestic and 366 for International.
7. Delivery shall be made by the delivering Carrier to the Consignee at a point where delivery service is available at applicable tariff charges unless instructions to deliver at city terminal or airport terminal are specified by Shipper under Special Instructions.
8. The Consignor and Consignee shall be liable jointly and severally for the payment of
 1. all sums due and payable to Carrier pursuant hereto on account of any shipments,
 2. interest at the rate of 18% per year on all sums over 30 days past due,
 3. reasonable costs and attorney's fees incurred in collecting any sums past due, and
 4. actual fees incurred by Carrier in addition to all sums past due when referred to a collection agency. All charges are due within 15 days of receipt of invoice. All invoices are subject to final audit.
9. Shipment may be diverted to motor or other carrier as per tariff rule unless Shipper gives other instructions hereon.
10. DAX-Dependable AirCargo Express will not be responsible for any consequential damages resulting from loss or delay of shipment.
11. Claims for damaged shipments must be made within 9 months of ship date. Written notice of non-delivery of goods must be reported within 90 days of the issue date of the Carrier's airbill. Notification of concealed damage must be made within 24 hours of receipt. For damaged shipments, original shipping

carton and contents must be retained by Consignee for inspection, which should be requested by Consignor or Consignee within 15 days of delivery. Claims for overcharges must be presented to DAX-Dependable AirCargo Express within 90 days of the shipping date. All transportation charges must be paid prior to settlement of claim.

12. Insurance coverage will be assessed at \$.85 per \$100.00 of value. Insured value is not to exceed the actual value of the goods. There is a \$45.00 minimum.
13. International air carriage (as defined in DAX-Dependable AirCargo Express's Airfreight tariff) is subject to the rules relating to liability established by the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Warsaw, on October 12, 1929.
14. Shipper must enter the amount of any Shipper's C.O.D. which shall be collected subject to the fees and rules of the delivering Carrier. There is a fee according to a preset schedule. If interested, contact DAX-Dependable AirCargo Express for a copy of the applicable tariff item. You are required to specify whether or not a company check is acceptable from Consignee. DAX-Dependable AirCargo Express will only collect a company check unless cash or certified check is specified in the Instructions to Carrier.
15. Rates are not applicable for any oversized, restricted article or hazardous material shipments.
16. Carrier routing applies.
17. For shipments with any single piece weighing over 250 pounds or with any dimension of more than 82 inches, please contact the Los Angeles office for confirmation of services and charges. A 50% surcharge on freight charges may apply.
18. Any second day shipments going to destinations not listed on our major airport city list or outside of DAX-Dependable AirCargo Express areas A-D of the major airport city, or an Island of Hawaii other than Oahu may require an additional day in transit or require an upgrade into same day service fees.
19. Second Day Service to Guam is defined as 3 business days and applies to known shipper cargo as defined by TSA 1ACSSP standards.