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TERMS AND CONDITIONS OF CONTRACT

1. IN ACCORDANCE WITH FAR PART 109, PRECISION AIR CARGO HAS ADOPTED A FREIGHT SECURITY PROGRAM. SHIPPER CERTIFIES THAT THIS SHIPMENT DOES NOT CONTAIN ANY UNAUTHORIZED EXPLOSIVES, DESTRUCTIVE DEVICES OR HAZARDOUS MATERIALS. SHIPPER CONSENTS TO A SEARCH OF THIS SHIPMENT. SHIPPER IS AWARE THAT THIS AIR WAYBILL AND THEIR ORIGINAL SIGNATURE, ALONG WITH OTHER SHIPPING DOCUMENTS, WILL BE RETAINED ON FILE UNTIL THE SHIPMENT IS DELIVERED.
2. In tendering this shipment for carriage, the shipper agrees to these TERMS AND CONDITIONS OF CONTRACT which no agent or employee of the parties may alter. This PRECISION AIR CARGO airway bill is NON-NEGOTIABLE and has been prepared by the shipper or on the shipper's behalf by PRECISION AIR CARGO. As used in this contract, 'Forwarder' means PRECISION AIR CARGO and its authorized Carrier/Agents.
3. 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.
4. All shipments may, at Forwarders option, be opened and inspected; however, the Forwarder is not obligated to perform such inspections.
5. Forwarder is not liable for any loss, damage, delay, miss-delivery, non-delivery or other results caused by (a) the default or omission of the Shipper, Consignee or other party who claims interest in the shipment including any breach of the warranty set forth in paragraph 3 above; (b) the nature of the shipment or any defect, characteristic or inherent vice thereof; (c) violations by the Shipper or Consignee of any of these terms and conditions of contact; (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 of aircraft or other equipment.
6. 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.
7. OUR LIABILITY IS LIMITED TO THE HIGHER OF \$50.00 PER SHIPMENT OR \$0.50 PER POUND OF CARGO LOST OR DAMAGED, UNLESS A HIGHER DECLARED VALUE IS REQUESTED, AND THE FEES SET FORTH BY PRECISION AIR CARGO FOR SUCH HIGHER DELCARED VALUE ARE PAID. IN NO EVENT SHALL OUR LIABILITY EXCEED THE DELCARED VALUE OF THE SHIPMENT OR THE AMOUNT OF LOSS OR DAMAGE ACTUALLY SUSTAINED, WHICHEVER IS LOWER.
8. 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 on the Shipper or Consignee or their agents.
9. Forwarder shall have a lien on this shipment for all sums due and payable to Forwarder.
10. Forwarder will exercise due diligence in routing shipment. In the absence of specific contrary instructions by the Shipper on the air bill, Forwarder may divert any shipment to motor transportation or other carrier in order to expedite its movement. Regardless of the method of transportation employed, the Forwarders airfreight charges from origin to destination will apply.
11. Damage or loss discovered by the Consignee after delivery and after a clear receipt has been given to the Forwarder must be reported in writing to the Forwarder via email to GENERAL@PRECISIONAIRCARGO.COM 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.
12. Receipt of this shipment by the Consignee or the Consignees agent without written notice on the delivery receipt and/or delivery manifest will be prima facie evidence that the shipment was delivered in good condition. No claim will be processed by PRECISION AIR CARGO until all transportation charges have been paid. The amount of the claim may not be deducted from the transportation charges.
13. Claims for overcharges or duplicate billings must be made in writing via email to accounting@precisionaircargo.com within a period of 180 days after the date or acceptance of shipment by the Forwarder.
14. Forwarder shall not be liable in any action unless a claim has been filed as set forth in paragraph 11 and such action is brought within 1 (one) year after the date written notice is given to the claimant that Forwarder has disallowed the claim in full or in part.
15. International air carriage to Canada 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.
16. All charges are due and payable thirty (30) days from date of invoice, which occurs after shipment is delivered.
17. In the event PRECISION AIR CARGO 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 cost and reasonable attorney fees.
18. Shipper certifies that the particulars on the face hereof are correct and that insofar as any part of the consignment contains Dangerous Goods, such is properly classified and described by name and is in proper condition for carriage by air according to the applicable Dangerous Goods Regulations.

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