

Conditions of Contract

This contract is between World Cargo International Services dba Alaska air Forwarding, Inc., a Washington corporation (the "Carrier") and the Shipper receiving the email, fax, or mail. Carrier and Shipper agree as follows:

<p>1. These Conditions of Contract mean all of the terms set forth below, all of the terms on the carrier waybill (the "Airbill"), all of the terms, rates, rules and regulations set forth in Carrier's tariff (herein called the "Tariff") as such Tariff may be changed from time to time between Carrier and Shipper (however none of the terms set forth on this side of this document may be altered or waived by any employee or agent of Carrier without the express permission of an officer of Carrier). The Airbill has been prepared by Shipper or on Shipper's behalf by Carrier.</p> <p>2. Shipper will cause the property described in the Airbill (the "Property") to be shipped to the Consignee.</p> <p>3. Shipper agrees to pay all freight charges, tariff charges, pick up and delivery charges, insurance fees, COD fees and all other fees and charges charged by Carrier in connection with the shipment of the Property. All amounts charged by Carrier shall be paid in immediately available US funds upon presentation of a bill by Carrier.</p> <p>4. Shipper is responsible to pack the Property adequately to protect the Property with ordinary care in handling. Shipper warrants that the description of the Property is accurate and complete. Shipper warrants that any shipment which includes hazardous substances, restricted articles, or dangerous goods, are described accurately and completely, and such Property is not of any nature which requires any governmental permits or special precautions for shipment, and is acceptable for shipment by Carrier, only as set forth below in this document, to the extent expressly disclosed to and consented to by an authorizing officer or Carrier. Shipper shall indemnify, hold harmless, and defend Carrier from all damage, liability and claims resulting from any breach of the foregoing warranties.</p> <p>5. CARRIER IS NOT LIABLE FOR, AND SHIPPER WAIVES ALL CLAIMS AGAINST CARRIER FOR, ANY SPECIAL, INDIRECT, INCIDENTAL AND CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR INCOME, WHETHER OR NOT CARRIER HAS KNOWLEDGE THAT SUCH DAMAGE MIGHT BE INCURRED.</p> <p>6. Due to the inherent nature of the air freight business, Carrier does not guarantee delivery to be on a stipulated date or at a stipulated time, and Carrier is not liable for any consequences of failure to make timely delivery.</p> <p>7. TIME LIMITATIONS FOR PLACING CARRIER ON NOTICE: Shipper may not make a claim against Carrier relating to the shipment unless a written preliminary notice detailing the claim is delivered to Carrier within 24 hours from the time of delivery and/or time of expected delivery. In addition, a written claim form must be completed & delivered to Carrier within 7 days from the time of delivery for visible/concealed/hidden damage, and 30 days from the date goods should have been delivered, for non-delivery. (With respect to perishables, the claim must be made verbally to Carrier within 24 hours, with a written claim made within 48 hours.) No claim amount may be deducted or offset from amounts owed to Carrier. Legal action to enforce a claim against Carrier must be brought within one year after the claim has been wholly or partially denied by Carrier. No claim shall be paid by Carrier until all airbill charges have been paid.</p> <p>8. Carrier's liability for damage or loss to the shipment or Property shall not exceed \$0.50 per chargeable pound per piece or \$50.00 whichever is greater, unless and insured Value amount has been stated on the Airbill and Shipper pays the applicable excess value charge, in which case Carrier's liability shall not exceed the insured value of your package, the cost of repair, or replacement with a comparable item.</p> <p>9. Carrier is not liable for, and Shipper waives all claims for, loss or damage due to acts of God, public authorities, strikes, labor disputes, weather, theft, accidents, mechanical failure, aircraft failure, acts or omissions of customers or quarantine officials, civil commotions, airline schedules, ground transportation schedules or delays or any other cause or event not within the control of or not reasonably foreseeable by Carrier.</p>	<p>10. Unless otherwise expressly provided in Carrier's tariffs, and subject to all conditions and restrictions set forth therein, and unless otherwise expressly approved by an authorized officer of Carrier, the following items will not be accepted for shipment, and Carrier shall have no liability for any delay, loss or damage to: any item or property the transportation of which is restricted or prohibited by law or which requires special permits, restricted articles, dangerous goods, explosive material, artwork, bonds, coins of any kinds, currency, furs, fur clothing, gems or stones (cut or uncut), industrial diamonds, gold or silver concentrates, jewelry (other than costume jewelry), money, pearls, precious metals, securities (whether or not negotiable), time sensitive written materials such as bids or contract proposals, processed film when the insured value exceeds \$500.00, watches and parts thereof, and any other item set forth in Carrier's tariffs. No agent or employee of Carrier shall have the right to accept any such items for shipment or to waive any limitations to such shipment.</p> <p>11. Rates and charges for shipment will be based upon the actual weight or the dimensional weight of the Property shipped, whichever is greater. Dimensional weight of the Property means the cubic feet displaced by the Property shipped, as reasonably estimated or calculated by Carrier in accordance with Carrier's Tariff, multiplied by the applicable pounds per square foot for the shipment calculated as set forth in Carrier's Tariff.</p> <p>12. For international shipments, except for Canada, liability rules under the Warsaw Convention shall apply (but only if they impose less liability upon Carrier than otherwise would be imposed), and Carrier accepts the Airbill as Shipper's letter of instructions with authorization to Carrier to prepare and execute on Shipper's behalf an international air waybill and documents. For such international shipments, Carrier reserves the right to act as an agent of Shipper, instead of a carrier, in which event the direct carrier's tariff shall apply to the shipment.</p> <p>13. Even though the Airbill may provide that the charges are to be collected from or paid by a third party, or are to be collected COD, Shipper remains fully liable for payment of all amounts charged by Carrier. If for any reason Carrier fails to or does not collect from any other person designated by Shipper, Shipper shall pay all amounts charged by Carrier. Carrier has no obligation to attempt to collect from any other person or entity. Carrier is not liable for failure of any third party to pay any amounts owed to Shipper. Shipper is directly liable to Carrier for all amounts charged by Carrier, and Shipper is not merely a guarantor. In addition, if any third party or consignee named on the Airbill has agreed to pay all or any amounts owed to Carrier, they will be jointly and severally liable with Shipper for payment of all amounts charged by Carrier.</p> <p>14. To expedite movement of the Property, shipment may be diverted by Carrier to motor or other conveyance in accordance with Carrier's Tariff, unless Shipper directs otherwise on the face of the Airbill.</p> <p>15. The internal laws of the State of Washington, without regard to conflict of laws rules, shall apply. Shipper consents to jurisdiction in, and all actions relating to this agreement shall be brought in, any federal or state court located in King County, State of Washington.</p> <p>16. In the event of any dispute between the parties, the prevailing party shall be entitled to recover from the losing party, and the losing party shall pay, all reasonable attorneys fees, costs and expense incurred by the prevailing party, including those incurred in settlement negotiations, arbitration, litigation, and appeal.</p> <p>17. Any unpaid amounts owed to Carrier shall accrue interest, and Shipper shall pay interest, calculated at the rate of 18% per annum, compounded, provided that Shipper shall not be liable for and shall not pay any interest which violates any applicable usury laws.</p> <p>18. Carrier, in exchange for payment of its tariff, agrees to transport Shipper's property from the point of origination to the point of destination all as described on the reverse side of this contract. Carrier may subcontract for performance of all or any part of its transportation service.</p> <p>19. The Carrier shall have a lien on the Property, which shall survive delivery, for all charges or other amounts due Carrier, and may, without notice, enforce this lien by public or private sale of the Property and any other property belonging to the Shipper, Consignee, holder, or owner of the property, which may be in the Carrier's possession.</p>
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