|  |  |
| --- | --- |
| |  | | --- | |  | |
|  |
|  |
|  |
|  |
|  |
|  |
| **Terms & Conditions:** |
|  |
| **1)**   In tendering this shipment, Shipper specifically agrees to the Terms and Conditions of this Contract. No agent or employee of the parties may bindingly after this contract and that this tender is NON-NEGOTIABLE and has been prepared by shipper or on shipper's behalf for AtlCartage, Inc. It is mutually agreed that the conditions of carriage for this shipment are governed by AtlCartage, Inc.’s Rules and Regulations available for inspection at AtlCartage, Inc.’s office and which are hereby specifically incorporated into this contract by reference and attach hereto as if written hereon and become a part of this air bill contract. |
| **2)** Shipper warrants that this shipment is packaged adequately to protect the shipment and ensure safe transportation with ordinary care in handling. |
| **3)** AtlCartage, Inc. shall not be liable in any event for any special incidental or consequential damages, including but limited to loss of profits or loss of income, whether or not AtlCartage, Inc. had prior knowledge that such damages might be incurred. |
| **4)** All claims for loss and damage must be received in writing by AtlCartage, Inc. within 30 days after AtlCartage, Inc. accepted the shipment. Concealed loss/damage must be reported IN WRITING via Registered/Certified U.S. Mail to the AtlCartage, Inc. general office within 14 days after delivery, or if perishables, verbally within 48 hours. No claims will be paid until transportation charges have been paid. Claims may not be deducted from transportation charges. Legal action to enforce a claim must be brought within 90 days after the claim has been denied by AtlCartage, Inc., in whole or part. Claims for over charges must be made in writing to AtlCartage, Inc. within 90 days after date of acceptance of the shipment by AtCartage, Inc. |
| **5)** AtlCartage, Inc. shall not be liable for loss, damage, or delay caused by Acts of God, public authorities, strikes, labor disputes, weather, mechanical aircraft failures, acts of omissions of Customs or quarantine officials, acts of defaults of the owner or shipper, civil commotions, or the inherent nature of the product. |
| **6)** Notwithstanding the shipper's instructions to the contrary, shipper and consignee shall be jointly and severally liable for all costs and expenses related to the transportation of the shipment, including the inability or the designated payor to pay the charges due. In addition, the shipper shall be liable for all costs in either returning the shipment to the shipper or warehousing the shipment pending disposition should the shipment be undeliverable. |
| **7)** Full liability is available at (higher) extra charges in accordance with the applicable schedules, and as specifically requested by the shipper on the face hereof. |
| **8)** Limit of liability-For shipments not having a declared value the value shall be $0.50 per pound multiplied by the number of pounds or fraction there, of the shipment which may be lost, damaged or destroyed, or $50.00 per shipment or the actual value of such pieces lost, damaged or destroyed whichever is less. For shipments having a declared value in the case of loss, damage or destruction of part of the shipment the average declared value per number of the shipment or the actual value of such pieces. |
| **9)** All shipments tendered AtlCartage, Inc. may at the option of AtlCartage, Inc. be opened and inspected; however, AtlCartage, Inc. is not obligated to perform such inspection. |
| **10)** AtlCartage, Inc. shall have a lien on this shipment for all sums due and payable to AtlCartage, Inc. |
| **11)** In the event of failure or inability of the Consignee to take delivery on this shipment, AtlCartage, Inc. will notify Shipper in writing at the Shipper's address and request disposition instruction. If the shipper fails to provide disposition instructions by registered U.S. Mail, within 30 days after the date of AtlCartage, Inc.’s notice, AtlCartage, Inc. may dispose of the shipment at public or private sale and pay itself out of the proceeds to satisfy the transportation charges owing on the shipment. |
| **12)** All charges are due and payable thirty (30) days from date of delivery. |
| **13)** Any payment which is past due shall be subject to an additional charge at a rate of 2% per month of the outstanding balance due. |
| **14)** Unless otherwise specified, shipments which have a density of less than 194 cubic inches per pound will be assessed charges based upon a dimensional weight of one pound for each 194 cubic inches or fraction thereof. |
| **15)** In the event AtlCartage, Inc. has to retain an attorney, or commence legal proceedings to enforce any portion of, or all of this contract, the Shipper and/or Consignee shall be liable for all cost and reasonable attorney fees. |
| 16) All published rates are subject to change without prior notice. |
| 17) Rates quoted are appropriate to the service at the time of quoting. All prices are subject to availability and can be withdrawn or varied without notice. |
|  |
|  |