

## Alliance Air Freight Terms And Conditions

### **PACKING AND MARKING REQUIREMENTS**

- A. Shipments must be prepared or packed to insure safe transportation with ordinary care in handling.
- B. Any articles susceptible to damage by ordinary handling must be adequately protected by proper packing and must be marked or bear appropriate labels.
- C. Any article susceptible to damage as a result of any condition which may be encountered in air transportation, such as high or low temperature, high or low atmospheric pressure, or sudden changes in either, must be adequately protected by proper packing and any other necessary measures.
- D. Each piece must be legibly and durably marked with the name and address of the shipper and consignee.
- E. Pieces with a floor bearing weight in excess of 100 pounds per square foot must be provided with a skid or base which will reduce the floor bearing weight to 100 pounds or less per square foot. Such skid or base must be furnished by the shipper and included in the gross weight of the piece.
- F. Shipments with a declared value for carriage of \$100.00 per pound or higher must be packed in outside containers with measurements of 1,728 cubic inches (one cubic foot) or more.

### **CLAIM PROCEDURE**

(a) Compliance with regulations. A claim for loss, damage, injury, or delay to cargo will not be voluntarily paid by Alliance Air Freight unless filed in writing, as provided in subparagraph (b) below, with Alliance within the specified time limits applicable thereto and as otherwise may be required by law, the terms of the bill of lading or other contract of carriage, and all tariff provisions applicable thereto. No claim will be honored until all transportation charges have been paid. The amount of a claim may not be deducted from lawful transportation charges.

All claims must be made in writing to the following address:

Alliance Air Freight, Inc.  
Cargo Claims  
9822 Glenoaks Blvd  
Sun Valley, CA 91352

(b) Minimum filing requirements. A communication in writing from a claimant, filed with Alliance within the time limits specified in the bill of lading or contract of carriage or transportation, or this Agreement, and (1) containing facts sufficient to identify the shipment (or shipments) of property involved, (2) asserting liability to alleged loss, damage, injury, or delay, and (3) making claim for the payment of a specified or determinable amount of money, will be considered as sufficient compliance with the provisions for filing claims embraced in the bill of lading or other contract of carriage.

(c) Bad order reports, appraisal report of damage, notations of exceptions on freight bills or other documents, inspection reports issued by carrier inspectors or inspection agencies, tracers or inspection requests do not comply with claim filing requirements.

### **DOCUMENTS REQUIRED IN SUPPORT OF CLAIMS**

(a) A written demand for payment, asserting carrier liability for alleged loss, damage, injury or delay, and containing facts sufficient to identify the shipment or shipments involved will constitute a claim, regardless of form, and will be required.

(b) When claimant does not appear from the supporting documents to be an interested party, carrier will require any necessary written assignment or other proof to determine the claimant is the proper party to receive any claim payment.

(c) Claim must be supported by either the original invoice; a photographic copy of the original invoice; an exact copy thereof, or an extract therefrom, certified by the claimant or his authorized representative to be true and correct with respect to the property involved in the claim and reflecting all trade or other discounts, allowances, or deductions of any nature. When the original invoice is not submitted, such document must be made available for inspection by carrier representative upon request.

(d) When determined by the carrier to be a necessary part of the investigation, the following will be required:

The original freight bill and bill of lading or other contract of carriage. When claimant cannot furnish these documents, carrier may require suitable indemnity from the claimant.

When the property involved in the claim has not been invoiced to the consignee or where invoice does not show price or value, or where the property has not been sold but transferred at bookkeeping values only, or where property has been shipped on consignment or approval, documentation to establish destination value in the quantity shipped and certification of the correctness thereof.

In order to establish the full recoverable loss caused by the carriers, the original account of sale, showing the date of sale and the amounts realized on the damaged and undamaged portions, respectively, showing grade, brands, quality, variety, size and condition, together with any deductions, allowances, and commissions, or a copy thereof certified correct over the signature of the claimant or an authorized representative thereof.

When shipment has received prior transportation and is reshipped from a distribution or warehousing point but has been opened and examined and contents verified as being in undamaged condition, certification thereof must be made by a person having actual knowledge of such inspection and a statement to that effect incorporated in such certification.

When an asserted claim for loss of an entire package or on an entire shipment cannot be otherwise authenticated upon investigation, the carrier will obtain from the consignee of the shipment involved, a certified statement in writing that the property for which the claim is filed has not been received from any source.

### **CLAIMS FILED FOR UNCERTAIN AMOUNTS**

Whenever a claim is presented against a proper carrier for an uncertain amount, such as "\$100 more or less," the carrier against whom such claims are filed will determine the condition of the shipment involved at the time of delivery by it, if it was delivered, and will ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. It will not however, voluntarily pay a claim under such circumstances unless and until a formal claim in writing for a specified or determinable amount of money has been filed in accordance with the other provisions of this agreement.

### **ACKNOWLEDGMENT AND DISPOSITION OF CLAIMS**

Carrier will acknowledge claim in writing within 30 days after receipt thereof, informing the claimant of identifying number assigned thereto, and will pay, refuse payment, or make a firm compromise offer within 150 days after receipt of claim, except, that if claim cannot be disposed of within this period, carrier will at that time and at the end of each succeeding 60-day period thereafter while claim remains pending, inform the claimant in writing of the reason for failure to conclude claim. The carrier shall indicate in its acknowledgement to the claimant what, if any, additional documentary evidence or other pertinent information may be required by further to process the claim as its preliminary examination of the claim, as filed, may have revealed. A separately numbered file will be established for each claim filed in accord with the provisions of this tariff. All documents, records and correspondence pertaining to such claim will be identified with this file number.

### **REPORTING CONCEALED DAMAGE**

When damage to contents of a shipment is discovered by the consignee which could not have been determined at time of delivery it must be reported by the consignee to the delivering carrier upon discovery and a request for inspection by the carrier's representative made. Notice of loss or damage and request for inspection may be given by telephone or in person, but in either event must be confirmed in writing by mail. If more than 5 days pass between date of delivery of shipment by carrier and date of report of loss or damage, and request for inspection by consignee, it is incumbent upon the consignee to offer reasonable evidence to the carrier's representative when inspection is made that loss or damage was not incurred by the consignee after delivery of shipment by carrier. While awaiting inspection by carrier, the consignee must hold the shipping container and its contents in the same condition they were in when damage was discovered insofar as it is possible to do so.

## **INSPECTION BY CARRIER**

Inspection by carrier will be made as promptly as possible and practicable after receipt of request by consignee. Inspection will be made within 10 business days (Monday – Friday) after receipt of request from consignee, excluding Saturdays, Sundays and holidays. A day will be considered as the passing of twenty-four (24) hours from 9 A.M., local time from the date of receipt of request for inspection. Inspection of carrier will include examination of the damaged merchandise, the shipping container, and any other action necessary to establish all facts. If a shortage is involved, inspector will check contents of package with invoice, weigh the shipping container and contents, or conduct any other type of investigation necessary to establish that a loss has occurred. In either case inspection will be limited to factual report. Consignee must cooperate with carrier in every way possible to assist in the inspection. A written record of carrier's findings will be made at least in duplicate. The original of the report will be given the consignee for claim support. Any inspection report issued must be incorporated in claim file.

## **FAILURE TO INSPECT**

In the event carrier does not make an inspection, the consignee must make the inspection and record all information to the best of his ability pertinent to the cause. Consignee's inspection, in such case, will be considered as the carrier's inspection and will not jeopardize any recovery the consignee is due based on the facts contained in the report.

## **SALVAGE RETENTION**

When visible or open damage to a shipment has been established by notation having been given at time of delivery or concealed damage established by inspection report, it is the duty of the consignee to retain damaged merchandise and shipping container until carrier desires to take possession of merchandise as salvage. If record conclusively reflects carrier liability, carrier will take possession of the damaged merchandise as soon as possible and in any event, within thirty (30) days from date shipment was noted damaged on carrier delivery receipt or from date of inspection report, if damage was concealed. If carrier does not take possession of the damaged merchandise within the time prescribed above, consignee must contact delivering carrier and request removal of goods from his premises within fifteen (15) days from the date of such communication. The above applies only when the carrier and consignee agree that the carrier will handle disposition of the salvage and does not in any manner affect the legal duty that the consignee, when there is substantial value in the salvage, must accept and handle it in such a manner as to mitigate the carrier's loss as much as possible. If there is doubt of carrier liability, the carrier will so advise consignee; in which even the consignee may hold the merchandise until liability of carrier is determined or may dispose of it so as to mitigate the damage and may file claim for such damage. Carrier will remove the damaged goods within the fifteen (15) day period or advise consignee that carrier liability is in doubt and that damaged merchandise is to be retained by the consignee until carrier has completed investigation of claim.

## **LIABILITIES NOT ASSUMED**

A. Alliance Air Freight, Inc. will not be liable for mis-delivery, non-delivery, missed pickup, delay, loss, damage or other result caused by the negligence of others.

B. Without limiting the generality of Paragraph A, Alliance Air Freight, Inc. shall not be liable for any loss, damage, mis-delivery, non-delivery or other result caused by:

1. The act, default or omission of the consignee, shipper, or any other party claiming an interest in the shipment.
2. The nature of the shipment or defect or inherent vice therein.
3. Failure of the shipper, consignee, or any other party to observe any rules contained in this document including but not limited to, improper or insufficient packaging, securing, addressing, or marking of any shipment. Claims arising from the shipper's failure to follow any rule related to shipments which are not acceptable for transport.
4. Acts of God, weather conditions, mechanical delay of aircraft or other equipment failures, environmental or dangerous goods incident, perils of the air, public enemies, public authorities acting with actual or apparent authority, acts or omission of custom officials, authority of law, quarantine, riots, strikes, civil commotions, or hazards to a state of war.
5. Acts or omissions of any person other than Alliance air Freight, Inc. including delivery instructions from the shipper or consignee compiled with by us.
6. Compliance with laws, governmental regulations, orders, or requirements, or from any cause beyond our control.
7. Alliance Air Freight, Inc. cannot guarantee delivery by a specific time or date and shall not be liable for special or consequential damages due to delay, mis-delivery or non-delivery.

C. Liability shall in no event exceed that set forth in the Limitation of Liability provisions contained herein.

## **LIABILITY FOR CHARGES AND INDEMNIFICATION**

A. The shipper and consignee shall be liable, jointly and severally, for all unpaid charges payable on account of a shipment including, but not confined to, sums advanced or disbursed by us on account of such shipment.

B. The shipper and consignee shall be liable, jointly and severally, to pay or indemnify and hold us harmless for all claims, fines, penalties, damages, costs or other sums which may be incurred, suffered or disbursed for any violation of any of the rules

contained herein or any other default of the shipper or such other party with respect to a shipment.

### **LIENS ON SHIPMENTS**

Alliance Air Freight, Inc. shall have a lien on the shipment for all sums due and payable to Alliance Air Freight, Inc. In the event of nonpayment of any sum payable to Alliance Air Freight, Inc., the shipment may be held by us and be subject to storage and/or disposed of at public or private sale, without notice to shipper, consignee or other party, paying us out of the proceeds of such sale all sums due and payable to us including storage charges, the shipper and/or consignee shall continue to be liable for the balance of any unpaid charges payable on account of the shipment.

### **LIMITATIONS OF LIABILITY**

The liability of Alliance Air Freight, Inc. shall be limited to \$.50 per pound of cargo damaged, lost, or destroyed, plus the amount of transportation charges applicable to that part of the shipment damaged or lost, unless at the time the shipper tendered the shipment to Alliance Air Freight Inc. the shipper made a declaration of value for carriage in excess of \$.50 per pound in the space designated in the Alliance Air Freight, Inc. Bill of lading or shipper's letter of instruction for a declaration of value for carriage. When such a declaration is made, Alliance Air Freight's liability shall in no event exceed declared value of the shipment plus applicable freight charges as stated above. Shipper agrees that it has been provided notice of this limitation of liability provision as well as the opportunity to declare a higher level of valuation for this transaction in return for a higher transportation cost or the amount of loss or damage actually sustained, whichever is lower. When the shipper makes a declaration of value, an additional charge of \$.55 shall be assessed for each \$100.00 (or fraction thereof) subject to a \$15.00 minimum charge per shipment by which the value declared on the bill of lading, at the time of receipt of the shipment from the shipper exceeds \$.50 per pound.

### **SHIPMENTS NOT ACCEPTABLE**

The following shipments will NOT be accepted by Alliance Air Freight, Inc. under any circumstances:

- A. Corpses, cremated, or disinterred remains.
- B.
  - 1. Live animals.
  - 2. Birds, fish, reptiles or insects.
- C. Precious Metals including but not limited to: Gold, bronze, copper, silver, platinum.
- D. Bronze, copper, gold, or silver coins. Coin collections or coins.
- E. Postage, trading or revenue stamps, and stamp collections.
- F. Money, Currency, bonds, Bills of Exchange, Deeds, Promissory Notes, Negotiable securities, or Stock Certificates.

- G. Antiques.
- H. Artworks and Objects of Art, namely: original paintings, drawings, etchings, watercolors, tapestries or sculptures.
- I. Gemstones, cut or uncut, including but not limited to: diamonds, Rubies, Emeralds and Opals.
- J. Pearls
- K. Jewelry with a declared value of \$100.00 or more per pound.
- L. Original manuscripts of which no other copy exists.
- M. Stringed musical instruments including but not limited to: Violins, Violas, Cellos, Bass Violins, Guitars, Mandolins or Banjos.
- N. Watches and clocks.
- O. Costume jewelry with a declared value of \$100.00 or more per shipment.
- P. Furs, Fur-trimmed clothing, with a declared value of \$100.00 or more per shipment.
- Q. Personal effects with a declared value of \$100.00 or more per shipment.
- R. Furniture uncrated or unwrapped.
- S. Shipments consigned "To Order of" of "To Order - Notify".
- T. Shipments consigned to a P.O. Box(s)
- U. Alcoholic Beverages
- V. Collections of any type, including sports cards, gaming cards, sports and/or movie related memorabilia.
- W. Perishables including, but not limited to: fresh fruits, vegetables or perishable foods. cut flowers, nursery stock, plants
- X. Hazardous Waste Materials
- Y. Poisons
- Z. Firearms

## **SHIPMENTS ACCEPTABLE**

Shipments are acceptable for transportation only when the rules and regulations shown in this contract of carriage and all laws, ordinances, and other governmental rules and regulations governing the transportation thereof have been complied with by the shipper and/or consignee.

### **SHIPMENTS SUBJECT TO DELAY**

The following conditions may delay delivery of the shipment to the consignee:

- A. If the dimensions of the shipment are too large for available aircraft.
- B. If the any dimension of the shipment exceeds 90 inches.
- C. Restricted Article shipments that are improperly packaged or lack proper documentation.
- D. Shipments that do not enter the Alliance Air Freight system in time to meet the critical departure time of conveyance, or critical processing.
- E. Improperly packaged shipments that have to be repackaged by Alliance Air Freight or turned back to the shipper for repackaging.
- F. Shipments on which the shipper has omitted or provided an incorrect consignee address or Zip Code on the bill of lading.
- G. Shipments difficult to handle, oversized or unwieldy.
- H. Dangerous Goods.
- I. Shipments tendered to Alliance Air Freight by beyond carriers that do not enter the Alliance Air Freight System in time to meet critical processing.

### **ROUTING AND RE-ROUTING**

A. Alliance Air Freight, exercising due diligence in order to protect all shipments accepted for transportation, will determine the routing of all shipments not routed by the shipper.

B. In the absence of specific contrary instructions by the shipper on the Alliance Air Freight bill of lading including an instruction not to substitute any other carrier, or that Alliance Air Freight must obtain the shipper's consent before it substitutes any other carrier; Alliance Air Freight may divert any shipment, in order to expedite its delivery, to common carrier surface transportation:

1. Where a shipment, because of its size, weight, or contents cannot be accommodated on conveyance over some portion of its routing; or
2. Where airlift is unavailable due to weather conditions, mechanical trouble, embargo, strike, or other emergency conditions beyond Alliance Air Freight's control; or

3. Where a shipment will be unreasonably delayed because on some portion of its routing the volume of cargo on hand exceeds the capacity of aircraft departing within a reasonable time.

C. The transportation charges shall be assessed as if the shipment moved from origin to destination via the route shown on the bill of lading.

#### **APPLICATION OF CHARGES**

A. Except as otherwise provided in this contract of carriage, transportation charges for a shipment will be assessed based on the following: the gross weight of the shipment and the measurements of the shipment.

#### **PAYMENT OF CHARGES**

A. Except as noted, rates and charges published herein are stated in United States currency and are payable in lawful money of the United States.

B. All charges applicable to a shipment are payable in cash at the time of acceptance thereof by Alliance Air Freight in the case of a prepaid shipment (i.e. a shipment on which the charges are to be paid by the shipper) or at the time of delivery thereof by Alliance Air freight in the case of a collect shipment (i.e., a shipment on which the charges are to be paid by the consignee).

#### **EXCEPTION:**

Upon request of the shipper or consignee and upon proof of credit standing acceptable to Alliance Air Freight credit will be extended for a period of 30 days from the date of billing by Alliance Air Freight. Invoices will be issued to such credit accounts within 72 hours after movement of the cargo.

#### **ADVANCEMENT OF CHARGES**

A. Upon request, Alliance Air Freight will advance the charges for transportation, cartage, storage, loading, unloading, unpacking, packing and processing NOT performed by Alliance Air Freight, when a sufficient guarantee is given by either the shipper or consignee that such charges will be paid.

B. Alliance Air Freight will not advance charges on any shipment on which prepayment of charges is required unless the amount of such advances has been deposited in cash with Alliance Air Freight.

#### **RE-DELIVERY SERVICE**

A shipment which, through no fault of Alliance Air Freight cannot be delivered on the first tender of delivery to the consignee, will be returned to the Alliance Air Freight terminal and the consignee will be notified. Re-delivery will be made only upon request of the consignee. If after 3 calendar days from the date of notification to the consignee the shipment still cannot be delivered, the terms and conditions of the Storage rule in this Contract of carriage will apply.

## **APPLICATION OF WAITING TIME CHARGES**

When vehicles are held for loading or unloading, a charge, will be made for all time in excess of 20 minutes. Charges based on time will be computed by multiplying the hourly rate by the time involved. Unless otherwise provided, fractions of a hour- will be disposed of as follows:

1. Where the time involved is 20 minutes or less, the charge will be one-third of an hour.
2. When in excess of 20 minutes but no more than 40 minutes, the charge will be for two-thirds of an hour-.
3. When in excess of 40 minutes but not more than one hour-, the charge will be for one hour.