



"Service is a universal language"

Terms and Conditions **AeroCargo, Inc.**

- (1) AEROCARGO, INC., a licensed broker, arranging for transportation of freight (except household goods) by motor vehicle (MC 4331358,) undertakes to arrange the transportation of shipment(s) from the named origin to the named destination. The transportation will be furnished by a licensed Motor Carrier selected by and under contract with AEROCARGO, INC.*
- (2) In tendering the shipment(s) for carriage the shipper warrants that the shipment(s) is packaged to protect the enclosed goods and to insure safe transportation with ordinary care in handling and that each package is appropriately labeled and is in good order for carriage.*
- (3) All Bill of Ladings are non-negotiable and have been prepared by the Customer or by AEROCARGO, INC. on behalf of the customer and shall be deemed, conclusively, to have been prepared by the Customer.*
- (4) The Customer is required to use AEROCARGO, INC. system generated Bill of Lading. If the Customer does not complete all the documents required for carriage, or if the documents which they submit are not appropriate for the services, the Customer hereby instructs AEROCARGO, INC. to complete, correct or replace the documents for them. However, AEROCARGO, INC. is not obligated to do so. If a substitute form of Bill of Lading is needed to complete delivery of this shipment, the terms of this Bill of Lading will govern. AEROCARGO, INC. is not liable to Customer or to any other person for any actions taken on behalf of the Customer under this provision.*
- (5) AEROCARGO, INC. shall not be liable for loss, damage, delay or other results caused by (a) acts of God(s), public enemies, public authority acting with actual or apparent authority of law, quarantine, riots, strikes, civil commotion, or hazards or dangers incident to a state of war; (b) the act or default of the shipper or consignee including any breach of the warranty set forth in paragraph 2 above; (c) violation of the shipper or consignee for any of these conditions of contract.*

(6) AEROCARGO, INC. will not accept ANY liability for the following: cellular phones and/or accessories, consumer electronic goods, perishables, live animals, art and/or artwork, antiques, currency, precious metals, documents and any vehicles.

(7) AEROCARGO, INC. is a transportation broker and does not carry insurance for customers. If a customer has any claims on damaged or lost freight, it will be directed to the trucking company that was contracted. Any insurance information will be provided to the customer upon request. AEROCARGO, INC. does not handle customer's freight directly and will not be liable for any loss or damage claims.

(8) AEROCARGO, INC. offers their customers the opportunity to contract separate single policy insurance on acceptable commodities on the sole discretion of the underwriters.

(9) The individual's carrier's governing General Rules Tariff determines the standard liability cargo insurance coverage offered by all carriers. The filing of a claim does not relieve the responsible party for payment of freight charges. Freight payment is necessary in order for a carrier to process a claim. All freight claims should be submitted immediately to AEROCARGO, INC. to help ensure a timely resolution. AEROCARGO, INC. will attempt to assist in the resolution of the freight claim, but has no responsibility or liability therefore. Please contact AEROCARGO, INC. for more details regarding carrier insurance or carrier liability.

(10) Claims of loss or damages must be made in writing to: AeroCargo, Inc. POB 523474 Miami, FL 33152 Claims Dept. within a period of 240 days after the date of acceptance of shipment by consignee.

(11) Claims for loss or damage, discovered by the consignee after delivery and after a clear receipt has been given to carrier, must be reported in writing to: AeroCargo, Inc. POB 523474 Miami, FL 33152 Claims Dept. within 15 days after the delivery and carrier shall be given the opportunity to inspect containers/packaging within 15 days of notice.

(12) AEROCARGO, INC. shall only be liable for loss, damage, mis-delivery or non-delivery caused by AEROCARGO's own gross negligence. AEROCARGO, INC. liability therefore shall be limited to the fees that AEROCARGO, INC. has earned in respect to the subject shipment.

(13) All charges are quoted and must be paid in US Dollars and are due prior to shipping unless other arrangements have been made. Credit terms are payable (15) fifteen days from date of billing. All funds received by AEROCARGO, INC. will be applied to oldest (based on pickup date) invoices that is outstanding.

(14) All freight charges are payable upon receipt of invoice. Charges not paid within 35 days shall be subject to interest rate of 5.0% per month (or maximum interest allowed by law) plus collection fees and attorney fees. All shippers, consignors, consignees, freight forwarders are jointly and severally liable for all freight charges relating to subject shipment(s). The parties further agree that any claim or lawsuit relating to this contract or any breach hereof shall be filed in an appropriate Federal or State Court of Dade County, Florida and the parties hereto consent to the exclusive and binding judgment of said Court.

(15) AEROCARGO, INC. reserves the right to demand payment of all outstanding and past due freight charges as a precondition for releasing shipments at destination.

(16) If not stated within the carrier's General Rules Tariff, the following Terms and Conditions shall be the guiding control. In case of conflict between the Terms and Conditions contained herein and those set forth by the individual selected carrier's General Rules Tariff, the selected carrier's General Rules Tariff shall control. All terms, including, but not limited to, all the limitations of liability, shall apply to the selected carrier and their agents.

(17) The Customer, Shipper and/or Consignee ("Customer") agree the Terms and Conditions, which no agent, employee or employees of the parties may change, alter or in any way transform. These Terms and Conditions shall apply to this shipment, and all future shipments scheduled by the Customer. AEROCARGO, INC. reserves the right to alter or amend these Terms and Conditions.

P. O. Box 523474 Miami, Fl. 33152-3474 1630 NW 108th Ave. Miami, Fl 33172
T 305 - 594 - 1907 F 305 - 594-7611 Administration@aerocargo.net