

## **Jet Expedited Transport TERMS AND CONDITIONS OF CONTRACT**

In addition to the provisions of any tariff or contract governing the transportation described by this shipping document, the following terms and conditions shall apply to the subject transportation:

**BILL OF LADING TERMS AND CONDITIONS:** Shipper certifies that it is familiar with and agrees to be bound by the Terms and Conditions of the Uniform Straight Bill of Lading applicable to the transportation described by this document, whether such transportation is performed by air, by ocean-going vessel, by motor carrier or by rail, unless such terms and conditions are inconsistent with those set forth therein.

**RELEASED VALUE:** Unless a greater value is declared in writing, the Shipper agrees and declares that the value of the properties described by this shipping document is released to an amount not exceeding \$50.00 for any shipment of 100 pounds or less and not exceeding \$.50 per pound for shipments weighing in excess of 100 pounds. An additional charge of \$.75 will be assessed for each \$100.00 (or fraction thereof), by which the value declared by a shipper exceeds \$.50 per pound or \$50.00 (whichever is higher).

**C.O.D. SHIPMENTS:** Shipper must enter the amount of any shipper's C.O.D. which shall be collected subject to the fee and rules of the delivering carrier.

**SHIPPER RESPONSIBILITY:** The shipper is responsible for preparing, marking, packing, and labeling his shipment so as to ensure safe transportation with ordinary care in handling. Carrier acceptance of the shipment shall be prima facie evidence of shipper's compliance with this paragraph.

**CONSEQUENTIAL AND SPECIAL DAMAGES:** The carrier shall not be liable for any consequential or special damages whether or not the carrier had knowledge that such damages might be incurred.

### **CLAIMS, TIME LIMITS, AND PROCEDURES:**

- A. Damage and/or loss discovered by the consignee after delivery and after a clear receipt has been given to the carrier must be reported in writing to Jet Expedited Transport, P.O. Box 20245, Portland, OR 97220 within 3 days after delivery of the shipment with right of the carrier to make inspection of the shipment.
- B. Except as provided in paragraph A, above, receipt by the consignee of the shipment without written notification on the delivery receipt shall be prima facie evidence that the shipment has been delivered in good condition, all claims for loss or damage must be made in writing to Jet Expedited Transport, P.O. Box 20245, Portland, OR 97220, as soon as possible and no later than 180 days of receipt of shipment.
- C. While awaiting inspection by Jet Expedited Transport, the consignee must hold the shipping container and its contents in the same condition they were in when damage was discovered.
- D. No claim will be entertained until all transportation charges have been paid.
- E. Carrier shall not be liable in any action brought to enforce a claim unless all claims procedures have been complied with and the action is brought within one year after the date that carrier disallowed all or part of the claim.

**INDEMNITY:** The shipper and consignee shall be liable, jointly and severally, to pay or indemnify Jet Expedited Transport, for all claims, fines, penalties, attorney fees, damages, costs, or other sums which may be incurred, suffered or disbursed by Jet Expedited Transport, by reason of any violation of any of the rules contained in applicable tariffs or any other default of the shipper or such other parties with respect to a shipment.

**LIENS:** Jet Expedited Transport, shall have a lien on a shipment for all sums due and payable. Failure to pay billed charges may result in a lien on future shipments including the cost of storage and appropriate security held pursuant to this notice.

**DIMENSIONAL WEIGHT:** Dimensional weight will be assessed on the basis of one (1) pound for each 194 cubic inches on all shipments.

**FREIGHT CHARGES:** To the extent that it is not governed by Federal law, this contract and the tariffs incorporated by reference shall be construed and the performance of the transportation hereunder shall be determined in accordance with the laws of the state in which the shipment is accepted by the forwarder. If any provision of this contract, including the tariffs incorporated by reference, is determined to be invalid or unenforceable, the remainder of the contract shall not be affected thereby, all invoices are due and payable within seven (7) days of invoice date. The shipper and consignee shall be liable, jointly and severally, for all unpaid charges payable on account of a shipment pursuant to these conditions of contract.

**ATTORNEYS' FEES:** Should a lawsuit be brought by any party to this contract, the prevailing party shall be entitled to all costs incurred in connection with such action including reasonable attorney's fees.