



## **Acknowledgment of Receipt of CONDITIONS OF CARRIAGE**

\_\_\_\_\_ has read and acknowledges receipt of the Pacific Logistics (“Pacific Logistics” or “Forwarder”) domestic House Air Waybill (“Waybill”) and the Conditions of Carriage contained on the reverse thereof.

It is specifically understood that:

1. The **CONDITIONS OF CONTRACT** apply for any shipment picked up from your company, or any other location directed by your company or transported on behalf of your company.
2. If your goods are picked up under a straight bill of lading, any other form, or no form at all, the **CONDITIONS OF CONTRACT** shall still apply.
3. If your company does not fill in an amount in the “Declared Value” box on the waybill of Pacific Logistics’ (in which case an additional charge of \$.50 per 100 pounds will be assessed) your recovery, in the event of any claim, will be limited to \$.50 per pound on the entire shipment weight.
4. It is understood that freight charges must be paid before Pacific Logistics will entertain payment of any claim.
5. All C.O.D. shipments are subject to the payment of an additional charge. Forwarder shall be responsible only for obtaining the designated instrument (cashier’s check, bank check or company check) from the consignee and forwarding it by regular mail or otherwise as may be specified (in which case an additional fee may be imposed). Forwarder shall not be responsible for examining the instrument to ascertain its validity and shall not be responsible for the value of the instrument in the event the instrument is not honored. Shipper shall make all arrangements with the consignee for the type of the C.O.D. instrument to be given to the Forwarder.

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Listed below are the **CONDITIONS OF CONTRACT** which appear on the back of the Waybill.

### **CONDITIONS OF CONTRACT**

AVIATION SECURITY CONTROLS : Cargo items tendered for air transportation are subject to aviation security controls by air carriers and when appropriate, other government regulations. Copies of all relevant shipping documents showing the cargo’s shipper, consignee, description, and other relevant data will be retained on file per current FAA regulations.

**DECLARED VALUE AND LIABILITY LIMITS:** It is agreed that the liability of the Forwarder for any claim for loss, damage or delay shall be limited to the declared value for carriage set forth on the face of the waybill. In the event of a partial loss, the liability of the Forwarder with respect to the undelivered or damaged portion shall be reduced proportionately on the basis of weight, notwithstanding the value of any part of the consignment or contents thereof. **If no value is declared, the liability of the Forwarder is limited to \$.50 per pound. Forwarder shall have no liability whatsoever for architectural models, artwork, jewelry, or personal effects.**

**SERVICE/ROUTING:** It is agreed that no guaranteed time is fixed for the completion of carriage as offered and that the Forwarder may without notice substitute alternate carriers or modes of transportation. The Forwarder assumes no obligation to carry the goods by any specified aircraft or carriers, or over any particular route or routes or to make connection at any point according to any particular schedule. Further, the Forwarder is authorized to select or deviate from the route or routes of shipment, notwithstanding that the same may be stated on the face of the waybill. Forwarder shall not be responsible for damages resulting from any delay in delivery and other service failures caused by (i) acts of God, public enemies, public dangers, incident to a state of war, (ii) any default by the shipper or consignee; (iii) the nature of the shipment, or any defect, characteristic or inherent vice thereof; (iv) violations by the shipper or consignee of any of the conditions of the Contract; or (v) compliance with laws, governmental regulations, orders or requirements of any jurisdiction, or from any other cause beyond the control of the Forwarder, and the charges for services rendered shall not be affected thereby.

**DECLARED VALUE CHARGES:** Minimum charge of \$5.00 per shipment or \$.50 per \$100.00 of Declared Value, or fraction thereof will apply to all shipments.

**SHIPPER'S RESPONSIBILITY:** The shipper is responsible for preparing, packing, labeling, and properly describing the contents of their shipment, so as to ensure safe transportation with ordinary handling. Any failure to do so will relieve Pacific Logistics of any liability for damage or loss.

**INSPECTION OF SHIPMENT:** All shipments are subject to inspection by Pacific Logistics prior to, during, and after they are tendered. Pacific Logistics however, is under no obligation to inspect any shipment.

**C.O.D. SHIPMENTS:** A charge for C.O.D. collection will apply for this for this service. The shipper shall make appropriate arrangements with the consignee for the collection of C.O.D. and shall designate the form of the instrument (cashier's check, company check or cashier's check). Forwarder shall be responsible for obtaining the a C.O.D. instrument from the consignee. Forwarder, however, will NOT be responsible for (i) accepting an incorrect instrument (for example, accepting a certified check where the shipper has designated the C.O.D. instrument to be a cashier's check), (ii) ascertaining whether the instrument is a valid cashier's check, certified check or company check, and (iii) the value of the instrument in the event it is not honored.

#### **CLAIMS PROCEDURES & TIME LIMITS**

- a) All Claims should be made in writing to:  
Pacific Logistics Corp.  
5600 Knott Avenue  
Buena Park, CA 90621
- b) Call 1-877-422-4752 for damage inspection or claim information.
- c) All claims for concealed damage must be made within 24 hours of delivery. All packaging material must be kept for inspection. Any concealed damage claim not meeting the above conditions will not be honored.

- d) All other claims for damage or loss must be received in writing by Pacific Logistics Corp. within sixty (60) days from date of delivery.
- e) If recipient accepts shipment without noting any damage on bill of lading, it is assumed that package and its contents were delivered in good condition.
- f) All freight charges due Pacific Logistics Corp. must be paid in full prior to resolution of any claim.
- g) Claims for Overcharge must be made in writing to Pacific Logistics Corp. within 180 days from date of shipment.

CONSEQUENTIAL & SPECIAL DAMAGES: Forwarder shall not be liable for lost profits, loss of use, loss of market or any other consequential loss or special damage.

LIABILITY FOR NEGLIGENCE LIMITED TO \$50.: In the event of any loss or damage to the cargo transported caused by the negligence of the Forwarder while the cargo is in its physical possession (and not the physical possession of air, water or motor carriers), its liability shall be limited to \$50.

THIRD PARTY BILLING/BILLING DISPUTES: In the event of a Third-party billing, where the Third-Party fails to pay the freight charges, it is agreed that the shipper is, and shall remain, responsible for all freight charges. Additionally, the Shipper and the Consignee shall be jointly and severally liable for the payment of all charges and advances. The Forwarder shall have a lien on the shipment for all charges, amounts due and payable to the Forwarder.

FINANCE CHARGE: Debtor does hereby agree to pay interest at the rate of 18% per annum on all amounts Debtor owes to Pacific Logistics Corp., but does not pay within thirty (30) days from date of invoice.

INDEMNIFICATION OF FORWARDER: The shipper and the consignee shall jointly and severally indemnify and hold the Forwarder harmless for all claims, fines, penalties, damages, costs or other amounts which may be incurred by, or imposed upon, the Forwarder by reason of any breach by the shipper or the consignee of any of the provisions of this Contract. Upon notification of any such claim by Forwarder, the shipper and/or consignee shall retain and compensate counsel and pay all other litigation or administrative expenses.

If your account is delinquent (meaning that one or more invoices for services have not been paid within 30 days of shipment) PLC may refuse to deliver cargo, which it has in its possession either for storage or transportation until the full balance on your account is paid.

COURT ACTION FOR COLLECTION OF FREIGHT CHARGES, VENUE AND ATTORNEY'S FEES: The party or parties liable for the payment of Forwarder's freight charges ("Debtor") hereby agrees to pay all court costs and attorney's fees incurred by Pacific Logistics Corp. to collect any sums owed for services rendered by Forwarder. Further, Debtor hereby consents to the exercise of personal jurisdiction in any such lawsuit commenced by Pacific Logistics Corp. in the Arizona Superior Court in and for the County of Maricopa and/or the East Phoenix Precinct of Maricopa County, Arizona Justice Court. The laws of the State of Arizona shall apply to any such lawsuits.

ARBITRATION OR MEDIATION OF DISPUTED CARGO CLAIMS: If a cargo claim has not been satisfactorily resolved, the claimant shall commence, and the parties hereby agree, to a binding arbitration to be conducted by a single neutral selected by the parties whose expenses shall be shared equally. The parties shall agree within ten (10) days after the claimant notifies the Forwarder of its demand for arbitration, of the entity which will provide the arbitration services such as, by way of illustration, the American Arbitration Association, Midwest Arbitration & Mediation, Kansas City, MO (this service uses members of the Transportation Lawyers Association-contact Richard Routman at 816-221-4079) or J\*A\*M\*S/Endispute and their arbitration rules shall govern the proceeding. The parties may elect to mediate the claim at any time. The arbitrator shall have the authority to award reasonable attorney's fees to either party and to impose the full cost of the arbitration on any party whose actions are deemed unreasonable. The parties acknowledge that they are waiving trial by jury and appeals to which they might otherwise be entitled were the claim to be litigated in court.

***I have read and acknowledge that pages 1-4 of this agreement shall apply to all shipments that we tender to PLC.***

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

***Please return signed acknowledgement page to Pacific Logistics Corp.  
Fax: 562 293-1543***