



Conditions of Contract
RULES / REGULATIONS IN CONJUNCTION TO CONDITION OF
CARRIAGE STATED IN TARIFF.

- (1) (1) Carriage and other services performed hereunder are subject to (a) applicable laws, governmental regulations, orders and requirements. (b) The provisions set forth herein; and (c) applicable tariff, rules, regulations and schedules (but not the times of departure and arrival) of the Forwarder which are made a part hereof and may be inspected at any of Forwarder's offices and at airports from which forwarder operated regular services.
- (2) (2) As used in this contract, "airbill" is equivalent to "air consignment note", "shipper" is equivalent to "consigner", "carriage" is equivalent to "transportation", "carrier" includes the Forwarder issuing this airbill and all forwarders that carry goods hereunder or perform any other services related to such air cargo, and "Forwarder" means "Katt Worldwide Logistics", for the purposes of the exemption from and limitations of liability provisions set forth herein, "carrier" includes agents, servants, or representatives of the Forwarder. Carriage to be performed hereunder by several successive forwarders is regarded as a single operation.
- (3) (3) Insofar as any provision contained in this airbill may be contrary to mandatory law or government regulations, such provisions shall remain applicable to the extent that it is not overridden thereby. The invalidity of any provision shall not affect any other part hereof.
- (4) (4) Except as applicable laws may otherwise require; (a) Forwarder is not liable to shipper or any other person for any damage, delay, or loss of whatsoever nature (hereinafter collectively referred to as "damage") arising out of or in connection with the carriage of goods, unless such damage is proved to have been caused by the negligence or willful fault of the carrier and there has been no contributory negligence of the shipper, consignee, or other claimant. (b) uncrated, unprotected, or improperly pack aged merchandise is handled by the carrier, on a "hold harmless" basis. Liabilities will not be assumed in cases of damages. (c) Forwarder is not liable for any damage directly or indirectly arising out of

compliance with laws, government regulations, orders or requirements, or from any cause beyond Forwarder's control; (d) the charges for carriage hereunder having been in part based upon the value declared by the shipper or the Forwarder's limitation of liability in the absence of such declared value, the face of the airbill, and in the absence of such declaration, the Forwarder's liability shall not exceed \$.50 per pound for that part of the consignment lost, damaged or delayed (but not less than \$50.00 per shipment) plus the amount of paid freight charges applicable to the part of the consignment. The weight used to determine the Forwarder's limit of liability on a shipment, or part thereof, shall be the same as that which is used (or on a pro rata share in the case of a part shipment) to determine the transportation charge for such shipment. The Forwarder will maintain a cargo legal liability insurance policy with an insurance company to cover such liability. Shipments with a declared value for carriage in excess of \$10,000 will be acceptable for carriage only upon advance arrangements with the Forwarder. (e) in the absence of a declaration of value by the shipper on a C.O.D. shipment, the declared value shall be deemed to be the C.O.D. amount to be collected, (f) the Forwarder will not be liable for consequential or special damages regardless whether the Forwarder had knowledge such damages might be incurred. (g) all claims shall be subject to proof of value. (h) a carrier issuing an airbill for carriage exclusively over the lines of others does so only as a sales agent.

- (5) (5) It is agreed that no time is fixed for the completion of carriage hereunder and that Forwarder may without notice substitute alternate carriers or aircraft. Forwarder assumes no obligation to carry the goods by any specified aircraft or over any particular route or routes or to make connection at any point according to any particular schedule and 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 airbill. The shipper guarantees the payment of all charges in advance.
- (6) (6) The goods or packages said to contain the goods, described on the face hereof, are accepted for carriage from their receipt at Forwarder's terminal or airport offices at the place of departure to the airport at the place of destination. If so specifically agreed, the goods, described on the face hereof, are also accepted for forwarding to the airport of departure and for reforwarding beyond the airport of destination. If such forwarding or reforwarding is by carriage operated by the Forwarder, such carriage shall be upon the same terms as set forth in conditions (1), (4) and (11) herein. In any other event the issuing carrier and last carrier, respectively, in forwarding or reforwarding the goods shall do so only as agents of the shipper, owner or consignee, as the case may be, and shall not be liable for any damage arising out of such additional carriage. Forwarder is authorized by the shipper, owner or consignee to select the means (unless otherwise specified) of additional carriage.

- (7) (7) Forwarder is authorized (but shall be under no obligation) to advance any duties, taxes or charges and to make any disbursements with respect to the goods and the shipper, owner and consignee shall be jointly and severally liable for the reimbursement = reimbursement thereof. No carrier shall be under obligation to incur any expense or to make any advance in connection with the forwarding or reforwarding of the goods except against repayment by the shipper; if it is necessary to make customs entry of the goods, the goods shall be deemed to be consigned at such place to the person named on the face of the airbill at customs consignee or, if any, as such carrier may designate.
- (8) (8) Except as specifically provided in this contract, delivery of the goods will be made only to the consignee named on the face of the airbill, unless such consignee is one of the carriers participating in carriage, in which event delivery shall be made to the person indicated on the face of the airbill as the person to be notified. Notice of arrival of the goods will, in the absence of other instructions, be sent to the consignee, or the person to be notified, by ordinary methods. Forwarder is not responsible for non-receipt or delay in receipt of such notice. In the event of failure of the consignee to claim the shipment after notification of its arrival, Forwarder will hold the shipment subject to storage charges and/or will dispose of the shipment at public or private sale, not earlier than 30 days after providing notice by mail to the shipper and the consignee, paying itself out of the proceeds of such sale all sums due and payable including storage charges and/or will dispose of the shipment at public or private sales, not earlier than 30 days after providing notice by mail to the shipper and the consignee, paying itself out of the proceeds of such sale all sums due and payable including storage charges.
- (9) (9) No action shall be maintained for damage and/or loss discovered by the consignee after delivery and after a clear receipt has been given to the forwarder unless notice in writing is presented to the forwarder within seven days from the date of receipt with privilege to the forwarder to make inspection of the shipment and original shipping container(s). The forwarder shall not be liable for perishable loss due to delays. A claim in writing must be submitted to the Forwarder within 90 days from the date of issue of the airbill for any loss or damage. Claims for overcharge must be filed in writing with the Forwarder within 1 year after the acceptance of the consignment by the Forwarder. No action shall be maintained against the Forwarder for any kind of loss, damage or delay, or for overcharge, unless such action is instituted within one year from the date the Forwarder has disallowed the claim in whole or in part. No claims with respect to a shipment, any part of which is received by the consignee will be entertained until all transportation charges have been paid. Claims may not be deducted from transportation charges.

- (10) (10) The shipper shall comply with all applicable laws, customs and other government regulations of any country to, from, through or over which the goods may be carried, including those relating to the packing, carriage, or delivery of the goods, and shall furnish such information and attach such documents to the airbill as may be necessary to comply with such laws and regulations. Forwarder is not liable to the shipper or any other person for loss or expense due to the shipper's failure to comply with this provision.
- (11) (11) No agent, servant or representative of the Forwarder has authority to alter, modify, or waive any provision of this contract
- (12) (12) If transportation herein is between the United States or one of its territories or possessions and a foreign country, but excluding Canada, it will be subject to the Warsaw Convention (40 Stat. 3000: T.S. 876), if such transportation is "international transportation" as defined in Article 1 of the Convention. In such event, the provisions of the Convention, including limitation of liability, time for presenting written claims and time for suit, will apply to this transportation along with the other provisions on both sides of this airbill to the extent such provisions are not in conflict with those of the Warsaw Convention. For the purposes of the Convention, the agreed stopping places (which may be altered by the Forwarder in case of necessity) are those places, except those of departure and destination, set forth on the face hereof or shown in Forwarder's schedules as scheduled stopping places for the route.