

# ALTA AIR LOGISTICS

## Conditions of Contract

1. In tendering the shipment described herein for carriage, Shipper agrees to these Conditions of Contract, which no agent or employee of the parties may alter, and that this air waybill is non-negotiable and has been prepared by him/her or on his/her behalf by the carrier.
2. Shipper warrants that the shipment is packaged adequately to protect the enclosed goods and to ensure safe transportation with ordinary care and handling, and that each package is appropriately labeled and is in good order (except as noted) for carriage specified herein.
3. Liability will not be assumed in cases of damages to uncrated, unprotected, or improperly packaged merchandise handled by the carrier on a "hold harmless" basis
4. By reference, Carrier and Shipper hereby agree to incorporate into and make part of this contract Carrier's published tariffs, rules and regulations. Said tariffs are available for inspection by the parties hereto.
5. In consideration of the rates charges, Shipper agrees that the carrier's liability is limited to \$.50 per pound, per shipment, of damaged or loss goods or \$50 whichever is greater unless a higher value is declared in writing and applicable valuation charge paid.
6. CARRIER SHALL NOT BE LIABLE IN ANY EVENT FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES WHETHER OR NOT CARRIER HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT OCCUR.
7. 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.
8. If Dimensional weight applies, show dimensions in inches on the air waybill, thus length x width x height = cubic inches, and cubic inches divided by 194 = dimensional weight. Charges will be calculated under the higher of actual or dimensional weight.
9. Shipment may be diverted to motor carrier or other carrier at the sole discretion of carrier
10. The shipper and consignee shall be liable, jointly and severally, to pay or indemnify Carrier for all claims, fines, penalties, damages costs or other sums which may be incurred, suffered or disbursed by Carrier by reason of any violation of any of rules of Alta, governing regulations or any other default of the Shipper or such other parties with respect to a shipment.
11. (a) Written notice of claim for loss, damage or non-delivery must be received by Alta Air Logistics within 180 days after tendering the shipment for carriage. Claims for concealed damage or loss must be received in writing by Alta Air Logistics within 7 days of delivery, and merchandise must be retained in the original shipping containers until Alta Air logistics has made inspection thereof.  
(b) All shipments are subject to inspection by the carrier but the carrier is not obligated to perform such inspection.
12. (a) International air carriage is subject to the rules relating to liability established by the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Warsaw, October 12, 1929. Carrier Liability on international shipments is

\$50.00 minimum or \$9.07 per pound, whichever is greater, unless a higher value is declared herein and applicable charges paid thereon.

(b) In accordance with the Warsaw Convention governing international air carriage, the person entitled to delivery must make claim in writing to Alta Air Logistics in the case

a) of visible damages to the goods, immediately after discovery of the damages and at least within 14 days from receipt of goods.

b) of other damage to the goods, within 14 days from the date of receipt of the goods.

c) of non-delivery of the goods, within 120 days from the date of the issue of the air waybill

d) any rights to damages or losses against Alta Air Logistics for any international air carriage shall be extinguished unless any actions brought within two years from the date of arrival at the destination from the date on which the aircraft ought to have arrived, or from the date on which the transportation stopped.

13. Carrier shall have the right to refuse any article, the transportation of which is prohibited by its rules, or by applicable laws, orders, regulations, or the transportation of which in the carrier's judgment would be unsafe. If such freight should be inadvertently accepted or transported, the carrier reserves the right to remove it, and if necessary, to abandon it. Where circumstances permit, such freight will be stored at shipper's expense pending disposition instructions from the shipper.
14. If for any reason, it is impossible for the carrier to complete the contract carriage, or if the consignee fails to accept delivery of the goods, the carrier may store the goods at the storage rates provided in its rules, or at its option, may store the goods in the public warehouse in which event the storage charged by such warehouse shall apply.
15. Goods which remain unclaimed for a period of thirty days may be sold by the carrier at public or private sale and the proceeds of such sale may be applied against any outstanding freight charges, advances or charges of any kind which are due. Any balance remaining after payment of such charges will be remitted to the shipper. However, THE SHIPPER, CONSIGNEE AND OWNER SHALL REMAIN JOINTLY AND SEVERALLY LIABLE TO THE CARRIER FOR ANY DEFICIENCY SHOULD THE PROCEEDS OF SUCH SALE BE INSUFFICIENT TO OFFSET ALL CHARGES DUE THE CARRIER WITH RESPECT TO THE GOODS.
16. Quotations as to freight charges, insurance premiums and/or other charges given by the company to the customer are for information purposes only and are subject to change without notice, and shall not, under any circumstances be binding upon the company, unless the company specifically undertakes in writing, to handle the transaction at a specific fixed rate without change
17. The company shall have a general lien on any and all property of the customer in its possession, custody or enroute for charges, expenses or advances incurred by the company in connection with any transaction handled by the company for the customer and if such claim remains unpaid for thirty (30) days after demand for payment is made, the company may sell at public auction or private sale without notice to the customer, the goods and/or property of the customer or so much thereof as may be necessary to satisfy such lien, and apply the net proceed of such sale to the payment of the amount due the

company. Any surplus remaining from such sale shall be transmitted to the customer and customer shall be liable for any deficiency.

18. terms of payment: Charges are due on date of invoice. A service charge of 1.5% or the maximum allowable by law, will be charged on all past due charges exceeding 30 days. Shipper and Consignee jointly and severally agree to pay all reasonable legal and collection fees incurred by the carrier in securing payment for all charges related to this shipment.
19. The venue of any action related to this contract shall be Anchorage, Alaska whether such action is brought in state or federal court.
20. Alta Air Logistics Rules and regulations, available for shipper review at Alta Air Logistics are hereby incorporated and made part of this contract. Copies may be obtained in person or by writing to: Alta Air logistics', 3900 Old International Airport Road, Anchorage, AK 99502. This Air waybill, Alta Air Logistics Rules and regulations, rates and all applicable laws and other Government regulations of any jurisdiction to, from or through which the shipment may be carried shall apply at all times when the shipment is in the possession of , or being handled by Alta Air Logistics and its agents.
21. **INDERECT AIR CARRIER STANDARD SECURITY PROGRAM**  
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 cargo's consignee, description, and other relevant data will be retained on file until the cargo completes its air transportation.