



## TERMS and CONDITIONS

**1. Definitions:** In these terms and conditions, “Alta” means Alta Air Logistics”, its respective employees, agents and contractors, direct air carriers, freight forwarders, ocean carriers, motor carriers and other indirect air carriers contracted by Alta for transportation services. “Customer” means the party from whom the Shipment is received, any party with an interest in the Shipment, the party who requested transportation, or any party who acts as an agent for any of the above. “Convention” means the Convention for the Unification of Certain Rules relating to international Carriage by Air, signed in Warsaw on October 12, 1929, as amended by The Hague Protocol in 1955, the Montreal Protocol 4 and the Montreal Convention, whichever may be applicable to the international carriage of a Shipment.

**2. Agreement:** In tendering a Shipment for carriage, Customer agrees to these Terms and Conditions, and agrees that no agent or employee of the parties may alter, modify or waive them. Customer understands that carriage may be subject to the Convention when applicable. In the event that any Shipment is tendered to Alta on a straight bill of lading or any other shipping document, Customer agrees that these Terms and Conditions supersede any rules, regulations or contractual terms listed on the shipping documents upon which the Shipment was tendered. The Alta housebill is a non-negotiable document.

**3. Restricted Items:** Unless otherwise expressly provided in a separate written agreement the following items will not be accepted for carriage: any Shipment prohibited by law, currency, live animals, precious metals, negotiable securities, and any other articles Alta may designate from time to time. Alta shall not be liable for any loss, damage, delay, liabilities or penalties resulting from transportation of the aforementioned items, regardless of how described in the house bill or other shipping documents.

**4. Documentation and Packaging:** Customer certifies and represents that the information in the housebill is complete and accurate. Customer warrants that each Shipment is properly and completely described on the shipping documents, is adequately packaged to protect the contents within to ensure safe air, ground and ocean transport with normal care and handling. If the Shipment is not tendered in an enclosed container, Alta shall only be liable for damage or loss in accordance with these Terms and Conditions, and where any damage or loss are clearly noted on the delivery receipt at the time of delivery. Delivery of a Shipment in exchange for a clear delivery receipt shall be prima facie evidence of having received normal care and handling.

**5. Rates, Weights, and Measurements:** Rates and charges for a Shipment are based on actual or dimensional weight, whichever is greater. Shipments are subject to re-weigh and re-measurement by Alta. If the weights and measurements of a Shipment as delivered are different than those represented by the Customer, or if pick-up or delivery time or location is changed by the Customer, Alta’s rates, charges and fees are subject to change.

**6. Declared Value:** Standard rates for carriage are subject to the limitations of liability set forth below. If the Customer does not declare excess value for a Shipment, Customer is agreeing to the release rate limits of liability set out in Paragraphs 7 and 8. Customer may request additional coverage by declaring an excess value on the Shipment up to a maximum of US\$25,000. The



charge for Declared Value is \$.75 per \$100 declared. Alta may significantly limit Declared Value coverage on certain items, including but not limited to computer equipment, perishable items, fragile items, and Shipments not properly packaged. Unless each piece of a Shipment has an individual Declared Value stated and is specifically identified at time of tender and is also identified at time of delivery as being lost or damaged, Alta shall be liable for the average declared value of the Shipment. Average declared value will be calculated by dividing the total Declared Value by the total weight of the Shipment in pounds, then using that amount times the weight of the affected piece to determine the Declared Value of that piece. Alta's liability shall in no event exceed the invoice value of goods adversely affected.

**7. Limitation of Liability (U.S. Domestic Shipments):** For all U.S. Domestic Shipments including Puerto Rico and U.S. Territories, Alta's liability for any loss or damage to a Shipment is limited to a maximum of \$50.00 or \$.50 per pound, per piece of cargo adversely affected whichever amount is greater. Alta's liability will in no event exceed the actual invoice value of the goods affected.

**8. Limitation of Liability (International Shipments):** Alta's liability for international Shipments is limited to the amounts set forth in the Convention; \$50.00 minimum or \$9.07 per pound, whichever amount is greater unless a higher value is declared and applicable charges paid thereon.

**9. Limitation of Liability (All Shipments):** Alta shall not be liable for any loss, damage or delay not caused by its own negligence or for and loss, damage or delay caused by the act, default of omission of the Customer or the consignee, the nature of the Shipment or any defect, characteristic, or inherent vice thereof, any act of God, perils of the air, public enemies, public authorities acting with actual or apparent authority of the law, acts or omissions of Customs or quarantine officials, riots, strikes, civil commotions, war, terrorism, weather conditions or delay of aircraft or other vehicles used to provide transportation. Alta shall not be liable for any special or consequential damages or other indirect loss, however arising, including but not limited to loss of profits, income, interest, utility or loss of market damages.

**10. Claims Process:** All claims for loss must be made in writing. No claim will be processed by Alta until all transportation charges have been paid. The amount of the claim may not be deducted from any transportation charges related to the Shipment. Receipt of a Shipment without written notification of loss or damage on the delivery receipt shall be prima facie evidence that the Shipment was delivered in good condition. Notations such as "subject to inspection/and or recount" are not valid exceptions. In the event of a claim the Shipment, container(s) and packing material must be made available for inspection by Alta at the delivery location. Alta will not be liable for loss and/or damage to external shipping containers or packaging. Written notice for claims must be sent to Alta Air Logistics, 1407 W. 50<sup>th</sup>, Ste. 500, Anchorage, AK 99503. Claims for loss or damage must be received by Alta within 180 days of tendering the Shipment for carriage. Claims for concealed damage must be received by Alta within 7 days of delivery and Shipment must be retained in original shipping containers until Alta or its agent has inspected the Shipment.



**11. Quotations Not Binding:** Quotations for rates, fees, freight charges, or any other charges provided by Alta to the Customer are for informal purposes only and subject to change without notice. No quotation by Alta shall be binding.

**12. Indemnification/Hold Harmless:** The Customer agrees to indemnify, defend, and hold Alta harmless from any claims and/or liability arising from the domestic transportation, or importation or exportation of Customer's merchandise and/or any conduct of the Customer, which violates any Federal, State and/or other laws and regulations and further agrees to indemnify and hold Alta harmless against any and all liability, loss, damages, costs, claims and/or expenses, including but not limited to reasonable attorney's fees, which Alta may hereafter incur, suffer or be required to pay by reason of such claims. Customer further shall hold Alta and its agents harmless for loss/damage/delay or any monetary losses which are a result of auxiliary services including but not limited to local cartage, crating, uncrating, packing and unpacking which are requested by the Customer and/or shipper and arranged by Alta as a customer service. Such limitation of liability will extend to the selection by Alta of the providers of the auxiliary services. NOTE: Under no circumstances will Alta's liability for any monetary loss which is a result of any auxiliary services performed by Alta or its agent(s) be greater than the liability contained in this contract.

**13. Overcharges or Duplicate Payments:** Claims for overcharges or duplicative payments must be made in writing and are extinguished unless received by Alta within 6 months following the date Alta accepted the Shipment.

**14. Right of Inspection:** Alta is authorized to open and inspect the contents of any Shipment. Alta shall have the right to refuse any article, the transportation of which is prohibited by applicable law, orders or regulations, or the transportation of which, in Alta's judgment, would be unsafe. If such Shipment should be accepted or transported, Alta reserves the right to remove it and, if necessary, to abandon it. Where circumstances permit, such Shipment will be stored at Customer's expense pending receipt of disposition instructions from Customer. **By tendering the Shipment to Alta for transportation, Customer hereby expressly consents to the inspection of the Shipment as required by 49 C.F.R. 1548.9(b).**

**15. Right to Refuse or Re-Route Shipment:** Alta reserves the right to reject any Shipment for any reason whatsoever, including but not limited to safety or security concerns. It is agreed that no time is fixed for the completion of carriage hereunder and that Alta may, without notice, substitute aircraft or alternate carriers, including surface and/or ocean carriers. Alta assumes no obligation to forward the goods by any specified carrier or over any particular route or routes or to make connection at any point according to any particular schedule, and Alta is hereby authorized to select, or deviate from, the route or routes of Shipment, notwithstanding that the same may be stated on the face of the housebill and/or other shipping document(s). Customer guarantees payment of all charges and advances.

**16. Dangerous Goods (DG):** All Shipments containing DG must be limited to the materials and quantities authorized for transportation under the International Air Transportation Association



("IATA") dangerous goods regulations and/or IMDG regulations (ocean freight). Customer must comply with these regulations regardless of the routing or the mode by which a DG Shipment is transported. All DG Shipments must be properly classified, described, documented, packaged, marked and labeled and in proper condition for transportation according to applicable regulations. Alta reserves the right to reject any DG Shipment for any reason.

**17. Payment Term: All invoice terms are net 30 days.** Shipments paid by cash or credit card must be paid at the time of tender. Any payment which is past due shall be subject to an additional charge of 1 ½% per month of the outstanding balance due or the maximum interest rate permitted by applicable law, whichever is more, together with all collection costs, including reasonable attorney fees, incurred by Alta.

**18. Regulatory Compliance:** Customer shall comply with all applicable laws, government regulations and customs of any country to, from, through or over which the Shipment may be carried, including those relating to its packing, carriage or delivery, and shall furnish to Alta such information and provide such documents as may be necessary to comply with such laws and regulations. Alta is not liable to Customer or any other person for loss or expense due to Customer's failure to comply with this provision.

**19. Governing Law:** The venue of any action related to this contract shall be Anchorage, Alaska whether such action is brought in state or federal court.

**20. Indirect Air Carrier 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.