



TERMS & CONDITIONS OF CONTRACT

1. **NON-NEGOTIABLE DOCUMENT** – 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 AIRBILL IS NON-NEGOTIABLE AND HAS BEEN PREPARED BY HIM OR ON HIS BEHALF BY THE CARRIER.
2. **CARRIER TARIFFS GOVERN** – IT IS MUTUALLY AGREED THAT THE SHIPMENT DESCRIBED HEREIN ACCEPTED ON THE DATE HEREOF IN APPARENT GOOD ORDER EXCEPT AS NOTED FOR CARRIAGE AS SPECIFIED HEREIN SUBJECT TO GOVERNING TARIFFS IN EFFECT AS OF THE DATE HEREOF SAID TARIFFS ARE AVAILABLE FOR INSPECTION BY THE PARTIES HERETO AND ARE HEREBY INCORPORATED INTO AND MADE PART OF THIS CONTRACT.
3. **LIABILITY LIMITS** – THE LIABILITY OF EDGE LOGISTICS & TRANSPORT, INC FOR LOSS OR DAMAGE SHALL BE LIMITED TO THE LESSER OF \$50 PER POUND OR \$50.00. INSURANCE COVERAGE IS AVAILABLE UPON SHIPPER'S REQUEST AND PAYMENT OF CHARGES.
4. **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.
5. **DIMENTIONAL WEIGHT** – DIMENSIONAL WEIGHT IS DETERMINED ON A "PER PIECE BASIS" BY MULTIPLYING (LENGTH X WIDTH X HEIGHT) AND DIVIDING BY 194. IF THE DIMENSIONAL WEIGHT OF A PACKAGE EXCEEDS ITS ACTUAL WEIGHT, CHARGES WILL BE ASSESSED ON THE DIMENSIONAL WEIGHT.
6. **APPLICABLE ROUTING** – CARRIER'S ROUTING APPLIES UNLESS SHIPPER INSERTS SPECIFIC ROUTING.
7. **DELIVERY** – DELIVERY WILL BE MADE BY THE DELIVERING CARRIER TO THE CONSIGNEE AT A POINT WHERE DELIVERY SERVICE IS AVAILABLE AT APPLICABLE TARIFF CHARGES UNLESS INSTRUCTIONS TO DELIVER AT A CITY TERMINAL OR AIRPORT TERMINAL ARE SPECIFIED BY SHIPPER UNDER SPECIAL INSTRUCTIONS.
8. **USE OF OTHER CARRIER** – SHIPMENT MAY BE DIVERTED TO MOTOR OR OTHER CARRIER AS PER TARIFF RULE UNLESS SHIPPER GIVES OTHER INSTRUCTIONS HEREON.
9. **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.
10. **INSPECTION OF SHIPMENTS** – ALL SHIPMENTS ARE SUBJECT TO INSPECTION BY THE CARRIER BUT THE CARRIER SHALL NOT BE OBLIGATED TO PERFORM SUCH INSPECTIONS.
11. **EXCLUSIONS** – THE CARRIER SHALL NOT BE LIABLE FOR LOSS, DAMAGE, DELAY OR OTHER RESULT CAUSED BY (A) ACTS OF GOD, PERILS OF THE AIR, PUBLIC ENEMIES, PUBLIC AUTHORITIES, ACTING WITH ACTUAL OR APPARENT AUTHORITY IN THE PREMISES, AUTHORITY OF LAW, QUARANTINE RIOTS, STRIKES, CIVIL COMMOTIONS, OR HAZARDS OR DANGER INCIDENT TO A STATE OF WAR OR UNDECLARED WAR; (B) THE ACT OF DEFAULT OF THE SHIPPER OR CONSIGNEE; (C) THE NATURE OF THE SHIPMENT OR ANY DEFECT, CHARACTERISTIC OR INHERENT VICE THEREOF; (D) VIOLATION BY THE SHIPPER OR CONSIGNEE OF ANY OF THE RULES CONTAINED IN APPLICABLE TARIFFS, INCLUDING, BUT NOT CONFINED TO, IMPROPER OR INSUFFICIENT PACKING, SECURING, MARKING, OR ADDRESSING AND FAILURE TO OBSERVE ANY OF THE RULES RELATING TO SHIPMENTS NOT ACCEPTABLE FOR TRANSPORTATION OR SHIPMENTS ACCEPTABLE ONLY UNDER CERTAIN CONDITIONS OR; (E) COMPLIANCE WITH DELIVERY INSTRUCTIONS FROM THE SHIPPER OR CONSIGNEE OR NONCOMPLIANCE WITH SPECIAL INSTRUCTIONS FROM THE SHIPPER OR CONSIGNEE NOT AUTHORIZED BY APPLICABLE TARIFFS.
12. **CONSEQUENTIAL AND SPECIAL DAMAGES** – THE CARRIER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR LOSS OF INCOME WHETHER OR NOT THE CARRIER HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.
13. **CLAIMS, TIME LIMITS AND PROCDURES**
 - A. ALL CLAIMS FOR OVERCHARGES MUST BE MADE IN WRITING TO EDGE LOGISTICS & TRANSPORT, INC., 1755 GRANT AVENUE, BLAINE, WA 98230 WITHIN A PERIOD OF 30 DAYS AFTER THE DATE OF ACCEPTANCE OF THE SHIPMENT BY THE ORIGINATING CARRIER.
 - B. DAMAGE OR LOSS DISCOVERED BY THE CONSIGNEE MUST BE DOCUMENTED ON THE DELIVERY RECEIPT AT THE TIME OF DELIVERY. NON-DOCUMENTED OR CONCEALED DAMAGE CLAIMS WILL NOT BE ENTERTAINED.
 - C. ALL CLAIMS, WHEN PROPERLY DOCUMENTED, MUST BE SUBMITTED IN WRITING TO EDGE LOGISTICS & TRANSPORT, INC., 1755 GRANT AVENUE, BLAINE, WA 98230 WITHIN 7 DAYS AFTER DELIVERY OF THE SHIPMENT. PRIVILEGE MUST BE GIVEN TO THE CARRIER TO MAKE INSPECTION OF THE SHIPMENT.
 - D. WHILE AWAITING INSPECTION BY CARRIER, THE CONSIGNEE MUST HOLD THE SHIPPING CONTAINER AND ITS CONTENTS IN THE SAME CONDITION THEY WERE IN WHEN DAMAGE WAS DISCOVERED.
 - E. NO CLAIM WILL BE ENTERTAINED UNTILL ALL TRANSPORTATION CHARGES HAVE BEEN PAID WITHIN CONTRACT TERMS.
 - F. 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 THREE MONTHS AFTER THE DATE THAT CARRIER DISALLOWED ALL OR PART OF THE CLAIM.
 - G. RECEIPT BY THE CONSIGNEE OF THE SHIPMENT WITHOUT WRITTEN NOTIFICATION OF DAMAGE ON THE DELIVERY RECEIPT SHALL BE PRIMA FACIE EVIDENCE THAT THE SHIPMENT HAS BEEN DELIVERED IN GOOD CONDITION.
14. **INDEMNITY** – THE SHIPPER, CONSIGNEE AND OWNER OF THE GOODS SHALL BE LIABLE, JOINTLY AND SEVERALLY, TO PAY OR INDEMNIFY THE CARRIERS FOR ALL CLAIMS, FINES, PENALTIES, DAMAGES, COSTS OR OTHER SUMS WHICH MAY BE INCURRED, SUFFERED OR DISBURSED BY A CARRIER 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.
15. ALL CHARGES ARE PAYABLE TO EDGE LOGISTICS & TRANSPORT, INC., BLAINE, WA IN US CURRENCY WITHIN 30 DAYS FROM SHIPMENT DATE. IN EVENT OF DEFAULT, SUIT FOR COLLECTION WILL BE BROUGHT BY EDGE LOGISTICS & TRANSPORT, INC. IN WHATCOM COUNTY, WASHINGTON.