

U.S. Domestic 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 in non-negotiable and has been prepared by SHIPPER or on SHIPPER's behalf by CARRIER.
2. SHIPPER is responsible for preparing, marking, packing, labeling and properly describing the contents of the shipment so as to ensure safe transportation with ordinary care in handling. CONSIGNEE's signature, without notation, on the delivery receipt of the Air Waybill shall be deemed prima facie evidence that the shipment was delivered in good condition and in accordance with the Air Waybill.
3. All shipments are subject to inspection by CARRIER.
4. Notice applicable to Air Waybills starting with 687: United States Federal Aviation Administration Air Carrier Standard Security Program Known Shipper's Security Notification – 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 consignees, consignor, description or other relevant data will be retained in file until the cargo completes its air transportation.
5. All freight tendered to CARRIER is subject to reweighing, at either the point of tender, point of transfer or destination and recalculation of freight charges based on such reweighing.
6. CARRIER may determine routing, and may change routing to expedite the shipment via any other transportation agency, unless shipper inserts specific routing. Transportation charges shall not exceed origin to destination charges shown on the Air Waybill. CARRIER will determine on a not unjustly discriminatory basis, the priority carriage as between shipments. CARRIER assumes no obligation to commence or complete transportation within a certain time or make connections with any other carriers within a certain time.
7. All shipments tendered to CARRIER are subject to dimensionalization either at point of tender, point of transfer or destination pursuant to the terms of rule G50 and subject to recalculation of freight charges if dimensionalization is applicable under such rule.
8. SHIPPER shall comply with all applicable laws and Customs and other Government regulations of any jurisdiction to, from or through which the shipment may be carried, including those relating to the packing, carriage, or delivery of the shipment, and shall furnish such information and attach such documents to this Air Waybill as may be necessary to comply with such laws and regulations. CARRIER shall not be obligated to inquire into the correctness or sufficiency of such information or documents. CARRIER shall not be liable to the SHIPPER for loss or expense due to the SHIPPER's failure to comply with this provision. SHIPPER shall defend, indemnify, and hold CARRIER harmless for any damages of any nature arising from SHIPPER's breach of this provision.
9. 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, UNAVAILABILITY, IN WHOLE OR IN PART, OF AIRCRAFT FUEL, STRIKES, CIVIL COMMOTIONS, OR HAZARDS OR DANGERS INCIDENT TO THE STATE OF WAR OR NUCLEAR RISK.
 - b. THE ACT OF DEFAULT OF THE SHIPPER OR CONSIGNEE AND/OR ANY VIOLATION BY THE SHIPPER OR CONSIGNEE OF ANY OF THIS CONTRACT OF CARRIAGE.
 - c. THE NATURE OF THE SHIPMENT, OR ANY DEFECT, CHARACTERISTIC OR INHERENT VICE THEREOF.
 - d. VIOLATION BY SHIPPER OR CONSIGNEE OF ANY OF THIS CONTRACT OF CARRIAGE, INCLUDING, BUT NOT LIMITED TO, IMPROPER OR INSUFFICIENT PACKING, SECURING, MARING, OR ADDRESSING, AND FAILURE TO OBSERVE ANY OF THE RULES RELATING TO SHIPMENTS NOT ACCEPTABLE.
 - e. COMPLIANCE WITH DELIVERY INSTRUCTIONS FROM THE SHIPPER OR CONSIGNEE OR NONCOMPLIANCE WITH SPECIAL INSTRUCTIONS FROM THE SHIPPER OR CONSIGNEE NOT AUTHORIZED BY CARRIER'S RULES.
 - f. SHORTAGE OF ARTICLES LOADED AND SEALED IN CONTAINERS BY THE SHIPPER, PROVIDED THE SEAL IS UNBROKEN AT THE TIME OF DELIVERY AND THE CONTAINER RETAINS ITS BASIC INTEGRITY.
10. LIABILITY OF CARRIER IS LIMITED TO THE ACTUAL VALUE WHICH SHALL BE NO MORE THAN \$0.50 PER POUND OR \$50.00, WHICHEVER IS HIGHER, FOR DOMESTIC SHIPMENTS AND \$9.07 PER POUND FOR INTERNATIONAL SHIPMENTS. SHIPPER MAY DECLARE A HIGHER VALUE UP TO \$500.00 AND PAY ANY APPLICABLE CHARGES. NOTWITHSTANDING, CERTAIN COMMODITIES MAY BE DEEMED TO HAVE LESSER VALUE, IN WHICH CASE THE VALUE AS STATED IN GOVERNING TARIFFS WILL APPLY.
11. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL CARRIER BE LIABLE TO SHIPPER FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING INTEREST, LOST REVENUES, LOST PROFITS OR LOST PROSPECTIVE ECONOMIC ADVANTAGE, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT BASED ON CONTRACT, STATUTORY LIABILITY, TORT, WARRANTY CLAIMS, OR OTHERWISE IN CONNECTION WITH THE SHIPMENT, AND SHIPPER HEREBY RELEASES AND WAIVES ANY CLAIMS AGAINST CARRIER REGARDING SUCH DAMAGES.
12. For shipments having a declared value, the total liability of CARRIER shall in no event exceed the declared value of the damaged/lost piece(s) or the actual value of the damaged/lost piece(s), whichever is less, plus the amount of any transportation charges for which CARRIER may be liable.
13. SHIPPER may purchase insurance through CARRIER up to identified replacement value of the shipment as identified in the insurance policy. Such insurance does not cover indirect losses or damages. Should SHIPPER purchase such insurance, it agrees to look solely to that insurance for recovery of any losses.
14. 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 reason of any violation of any of CARRIER's rules and/or by reason of any violation by SHIPPER of any applicable law or any other default of SHIPPER with respect to a shipment.
15. This contract of carriage shall be binding upon SHIPPER and CONSIGNEE and the carriers by whom transportation is undertaken between the origin and destination, including destination or re-consignment or return of the shipment, shall insure also to the benefit of any other person, firm, or corporation performing for CARRIER pickup, delivery or other ground service in connection with the shipment.
16. This contract of carriage shall apply at all times when the shipment is being handled by or for CARRIER, including pickup and delivery and other ground services rendered by or for CARRIER in connection with the shipment.
17. All claims, except for overcharges, must be made in writing within a period of SIXTY (60) DAYS after the date of acceptance of the shipment. Claims for overcharges must be made in writing within two years after the date of acceptance of the shipment.
18. Damage and/or loss discovered by CONSIGNEE after delivery and after a clear receipt has been given to CARRIER must be reported in writing within 15 days after delivery of the shipment, with privilege to CARRIER to make inspection of the shipment and container within 15 days after receipt of such notice. If more than 15 days elapse between the date of delivery of the shipment by CARRIER and notice of loss or damage by CONSIGNEE, CONSIGNEE shall show good cause why the loss or damage was not discovered earlier and timely notification given.
19. While awaiting inspection by CARRIER, CONSIGNEE must hold the shipping container and its contents in the same condition they were in when damage was discovered insofar as it is possible to do so.
20. No claim, with respect to a shipment, any part of which is received by CONSIGNEE, will be entertained until all transportation charges have been paid.
21. CARRIER shall not be liable in any action brought to enforce a claim, except for overcharges, unless CARRIER's claim procedures have been complied with by the claimant, and unless such action is brought within two years after the date written notice is given to the claimant that CARRIER has disallowed the claim in whole or part.
22. For recovery of overcharges, action at law shall be begun within two years from delivery or tender of delivery of shipment by CARRIER, and not after, except that if claim for overcharge has been presented in writing to CARRIER within such two year period, that period shall be extended to six months from the time notice in writing is given by CARRIER to claimant for disallowance of the claim, or any part or parts thereof specified in the notice.
23. A Shipment will be held by the carrier without charge for 48 hours after notification to the consignee of arrival.
 - a. The CARRIER will continue to hold such shipment after the first 48 hours for the shipper and/or consignee for 30 days at CARRIER's current storage charges as set forth on CARRIER's website. If such continued holding is not practical, or the nature of the shipment prevents its storage at CARRIER's premises, CARRIER will;
 - i. Place the shipment in a public warehouse, at the expense of the shipper and/or consignee subject to a lien for all transportation, storage, delivery, warehousing and other charges, or
 - ii. After notification to shipper and/or consignee CARRIER shall dispose of the shipment through private or public sale.
 - b. Shipment to destination points, other than CARRIER's main hub, after the 30 day storage limit, shall be returned to CARRIER's main hub at shipper's and/or consignee's expense for disposition.
 - c. When the shipment is placed in a public warehouse, CARRIER's liability for the shipment shall terminate.
24. By tendering the shipment to CARRIER for transportation, SHIPPER, for himself and all other parties having an interest in the shipment, agrees to the limitations set forth in CARRIER's conditions of contract and affirms the description of the shipment as recited on this Air Waybill, and fact that the shipment is not of a nature unsuitable for carriage by air, or hazardous thereto.
25. No liability shall attach to CARRIER if CARRIER in good faith determines that what it understands to be the applicable law, government regulation, demand, order or requirement provides that it refuse to carry a shipment.
26. Venue for any action relating to any Air Waybill starting with 687 shall be Honolulu, Oahu. Venue for any action relating to any Air Waybill starting with 345 shall be Anchorage, Alaska. This venue clause shall apply irrespective of whether such action is brought in a state or federal court.
27. Air Waybills starting with 687 are subject to, and will be interpreted in accordance with, the laws of the State of Hawaii, without regard to principles of conflict of law. Air Waybills starting with 345 are subject to, and will be interpreted in accordance with, the laws of the State of Alaska, without regard to principles of conflict of law.