

CONDITIONS OF CONTRACT

1. IN TENDERING THE SHIPMENT DESCRIBED HEREIN FOR CARRIAGE SHIPPER AGREES TO THESE CONDITIONS OF CONTRACT IN WHICH NO AGENT OR EMPLOYEE OF THE PARTIES MAY ALTER, AND THAT THIS AIR BILL IS NON NEGOTIABLE AND HAS BEEN PREPARED BY HIM OR ON HIS BEHALF BY THE CARRIER.
2. IT IS MUTUALLY AGREED THAT THE SHIPMENT DESCRIBED HEREIN IS ACCEPTED ON THE DATE HEREOF IN APPARENT GOOD ORDER (EXCEPT AS NOTED) FOR CARRIAGE AS SPECIFIED HEREIN, SUBJECT TO GOVERNING CLASSIFICATIONS AND TARIFFS IN EFFECT AS OF THE DATE HEREOF. SAID CLASSIFICATIONS AND TARIFFS ARE AVAILABLE FOR INSPECTION BY THE PARTIES HERETO AND ARE HEREBY INCORPORATED INTO AND MADE PART OF THIS CONTRACT. TARIFFS WILL NOT APPLY WHEN QUOTATIONS ARE GIVEN BY CARRIER FOR AN INDIVIDUAL SHIPMENT.
3. TEK TRANSPORTATION, INC'S LIABILITY IS LIMITED TO .50/LBS., \$50.00 OR THE ACTUAL VALUE OF EACH PIECE WHICH MAY HAVE BEEN LOST OR DAMAGED, WHICHEVER IS LESS. IF THERE IS A DECLARED VALUE, A RIDER INSURANCE POLICY MUST BE PURCHASED FROM TEK TRANSPORTATION, INC. AT THE TIME THE SHIPMENT IS PLACED.
4. 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. CARRIER'S ROUTING APPLIES UNLESS SHIPPER INSERTS SPECIFIC ROUTING.
6. DELIVERY WILL BE MADE BY THE DELIVERING CARRIER TO THE CONSIGNEE AT A POINT WHERE THE DELIVERY SERVICE IS AVAILABLE AT THE APPLICABLE TARIFF CHARGES UNLESS INSTRUCTIONS TO DELIVER AT CITY TERMINAL OR AIRPORT TERMINAL ARE SPECIFIED BY SHIPPER UNDER SPECIAL INSTRUCTION.
7. SHIPMENT MAY BE DIVERTED TO MOTOR OR OTHER CARRIER AS PER TARIFF RULE UNLESS SHIPPER GIVES OTHER INSTRUCTIONS HEREON.
8. IF DIMENSIONAL WEIGHT APPLIES UNDER TARIFF RULE SHOW DIMENSIONS IN INCHES ON AIR BILL THUS: LENGTH X WIDTH X HEIGHT ÷ 194 = CHARGEABLE WEIGHT PER PIECE. (DIMENSIONAL DIVISOR ON INTERNATIONAL CARGO IS 166.)
9. TERMS OF PAYMENT – NET DUE IN 15 DAYS FROM DATE OF SHIPMENT CONTRACT OR SPECIAL RATES MAY BE CONSIDERED VOID AND THE SHIPMENT RE-RATED AT FULL CHARGES IF INVOICE IS NOT PAID IN 30 DAYS. CONTRACT OR SPECIAL RATES ONLY APPLY ONLY TO PREPAID SHIPMENTS UNLESS SPECIFICALLY STATED IN CONTRACT RATE PROPOSAL.
10. INVOICES THIRTY (30) DAYS OLD MAY BE CHARGED 1 & 1/2% INTEREST PER MONTH OR THE MAXIMUM AMOUNT ALLOWABLE BY LAW.
11. TEK TRANSPORTATION, INC. WILL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL DAMAGES RESULTING FROM LOSS OR DELAY OF SHIPMENT.
12. SHIPPER AGREES BY SIGNING AIR BILL TO BE RESPONSIBLE FOR ALL FREIGHT CHARGES IF UNABLE TO COLLECT FROM CONSIGNEE OR THIRD PARTY WITHIN 45 DAYS.
13. CLAIMS FOR DAMAGED SHIPMENTS MUST BE MADE WITHIN 30 DAYS OF SHIP DATE. NOTIFICATION OF CONCEALED DAMAGE MUST BE MADE WITHIN 24 HOURS OF RECEIPT. ORIGINAL SHIPPING CARTON AND CONTENTS MUST BE RETAINED BY CONSIGNEE FOR INSPECTION. CLAIMS FOR OVERCHARGES MUST BE PRESENTED WITHIN 30 DAYS.
14. SHIPMENTS (INSURED OR UNINSURED) MUST BE PACKED TO WITHSTAND THE NORMAL HAZARDS OF TRANSPORTATION FOR ANY CLAIM TO BE VALID. INSURANCE COVERAGE IS NOT AVAILABLE ON FURS, GOLD, WORKS OF ART, OR PERSONAL EFFECTS.
15. INTERNATIONAL AIR CARRIAGE (AS DEFINED IN FORWARDER'S TARIFF) 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.
16. ALL INVOICES ARE PAYABLE AT TEK TRANSPORTATION INC., 44293 MACOMB INDUSTRIAL DRIVE, CLINTON TOWNSHIP, MI 48036. IN EVENT OF DEFAULT, SUIT FOR COLLECTION WILL BE BROUGHT FOR INVOICE AMOUNT, INTEREST, LEGAL FEES, FILING FEES, COST OF COLLECTION, PLUS COURT COST AND ATTORNEY'S FEES.