

**NORTH AMERICA (EXCLUDING MEXICO)
TERMS & CONDITIONS OF CARRIAGE**

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 WAYBILL 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 - ARE 50 CENTS PER POUND WITH A MINIMUM OF \$50.00, FOR LOST AND/OR WEIGHT OF DAMAGED PORTION OF SHIPMENT, WHICHEVER IS GREATER, UNLESS A HIGHER VALUE IS DECLARED HEREIN, APPLICABLE CHARGES PAID THEREON. HOWEVER, CERTAIN COMMODITIES MAY BE DEEMED TO HAVE A LESSER VALUE, IN WHICH CASE THAT VALUE AS STATED IN GOVERNING TARIFFS WILL APPLY. IN THE EVENT OF A CLAIM CARRIER SHALL BE LIABLE FOR PHYSICAL LOSS AND/OR DAMAGE ONLY.

4. C.O.D. SHIPMENTS - THE AMOUNT OF SHIPPERS C.O.D. TO BE COLLECTED FROM THE CONSIGNEE MUST BE ENTERED ON THE TRANSGROUP HOUSE WAYBILL BY THE SHIPPER, WITH THE SHIPPER'S OR HIS AGENT'S SIGNATURE ON THE WAYBILL. THE FULL AMOUNT OF THE SHIPPER'S C.O.D. IS PAYABLE ONLY BY CERTIFIED CHECK OR MONEY ORDER MADE PAYABLE TO THE SHIPPER UNLESS THE SHIPPER HAS AUTHORIZED TRANSGROUP TO COLLECT THE CONSIGNEE'S CHECK PAYABLE TO THE SHIPPER. IF THE SHIPPER HAS WRITTEN SUCH AUTHORIZATION, TRANSGROUP'S RESPONSIBILITY IS THEN LIMITED TO EXERCISING CARE AND DILIGENCE IN FORWARDING THE CHECK TO THE SHIPPER. ANY CHARGES FOR TRANSPORTATION OR C.O.D. COLLECTION, OR ANY OTHER TRANSGROUP SERVICES ASSOCIATED WITH C.O.D. SHIPMENT WILL BE COLLECTED FROM THE CONSIGNEE AND SHALL BE MADE BY CERTIFIED CHECK OR MONEY ORDER PAYABLE TO TRANSGROUP AND BE SEPARATE FROM THE CHECK OF THE C.O.D. AMOUNT. ALL SHIPMENTS BEARING A C.O.D. AMOUNT FOR THE SHIPPER WILL BE ASSESSED THE APPLICABLE INSURANCE RATE FOR CARRIAGE.

C.O.D SHIPMENTS REFUSED OR UNCLAIMED BY THE CONSIGNEE WILL BE HELD AT TRANSGROUP'S DESTINATION TERMINAL AND THE SHIPPER WILL BE NOTIFIED. IF THE DISPOSITION HAS NOT BEEN RECEIVED BY TRANSGROUP WITHIN NINETY (90) DAYS OF SHIPPER NOTIFICATION BY TRANSGROUP, THE SHIPMENT MAY BE DISPOSED OF WITH THE PROCEEDS OF SALE BEING APPLIED TO TRANSPORTATION CHARGES AND ANY EXCESS AMOUNTS BEING REFUNDED TO THE SHIPPER. ANY AMOUNTS UNSETTLED AFTER RECEIPT BY TRANSGROUP OF THE PROCEEDS OF SALE WILL BE THE RESPONSIBILITY OF THE SHIPPER.

5. APPLICABLE ROUTING - CARRIERS ROUTING APPLIES UNLESS SHIPPER INSERTS SPECIFIC ROUTING.

6. 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 CITY TERMINAL OR AIRPORT TERMINAL ARE SPECIFIED BY SHIPPER UNDER SPECIAL INSTRUCTIONS.

7. USE OF OTHER CARRIER / BROKER - CARRIER MAY USE THE SERVICES OF OTHER CARRIERS AND/OR BROKERS AND SHIPMENT MAY BE DIVERTED TO MOTOR OR OTHER CARRIERS AS PER TARIFF RULE UNLESS SHIPPER GIVES OTHER WRITTEN INSTRUCTIONS HEREON.

8. 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 THIS PARAGRAPH.

9. INSPECTION OF SHIPMENTS - ALL SHIPMENTS ARE SUBJECT TO INSPECTION BY THE CARRIER, BUT THE CARRIER SHALL NOT BE OBLIGATED TO PERFORM SUCH INSPECTIONS.

10. 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.

11. CONSEQUENTIAL AND SPECIAL DAMAGES - THE CARRIER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES, TO INCLUDE BUT NOT LIMITED TO LOSS OF INCOME AND/OR PROFIT, WHETHER OR NOT THE CARRIER HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.

12. CLAIMS, TIME LIMITS AND PROCEDURES

A. ALL CLAIMS FOR OVERCHARGES MUST BE MADE IN WRITING TO THE HOME OFFICE OF TRANSGROUP AT P.O. BOX 69207, SEATTLE, WA 98168 WITHIN A PERIOD OF NINETY (90) DAYS AFTER THE DATE OF ACCEPTANCE OF THE SHIPMENT BY TRANSGROUP.

B. DAMAGE AND/OR LOSS DISCOVERED BY THE CONSIGNEE AFTER DELIVERY AND AFTER A CLEAR RECEIPT HAS BEEN GIVEN TO THE CARRIER MUST BE REPORTED TO THE HOME OFFICE OF TRANSGROUP AT P.O. BOX 69207, SEATTLE, WA 98168 OR VIA FAX TO 206-244-7463 WITHIN 3 BUSINESS DAYS AFTER DELIVERY OF THE SHIPMENT WITH PRIVILEGE TO THE CARRIER TO MAKE INSPECTION OF THE SHIPMENT.

C. EXCEPT AS PROVIDED IN PARAGRAPH 12B ABOVE, 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.

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, FOR A PERIOD OF 15 DAYS.

E. NO CLAIM WILL BE ENTERTAINED UNTIL ALL TRANSPORTATION CHARGES HAVE BEEN PAID. CLAIMS MAY NOT BE DEDUCTED FROM TRANSPORTATION CHARGES OR ACCESSORIAL CHARGES DUE TO TRANSGROUP.

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 ONE YEAR AFTER THE DATE THAT CARRIER DISALLOWED ALL OR PART OF THE CLAIM.

G. CLAIMS FOR LOSS OR DAMAGES NOTED MUST BE SUBMITTED IN WRITING WITHIN 90 DAYS OF RECEIPT OF GOODS TO TRANSGROUP, P.O. BOX 69207, SEATTLE, WASHINGTON 98168.

H. CLAIMS FOR NON DELIVERY MUST BE SUBMITTED IN WRITING WITHIN 90 DAYS OF EXPECTED DELIVERY DATE TO TRANSGROUP, P.O. BOX 69207, SEATTLE WASHINGTON 98168.

I. PAYMENT OF CLAIM SHALL BE SUBJECT TO PROOF OF ACTUAL DAMAGES SUFFERED.

13. INDEMNITY - THE SHIPPER AND CONSIGNEE 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 THE RULES CONTAINED IN APPLICABLE TARIFFS OR ANY OTHER DEFAULT OF THE SHIPPER OR SUCH OTHER PARTIES WITH RESPECT TO A SHIPMENT.

14. EVERY PARTY, WHETHER PRINCIPAL OR AGENT, WHO SHIPS DANGEROUS GOODS WITHOUT PREVIOUS FULL WRITTEN DISCLOSURE TO THE CARRIER OF THEIR NATURE, SHALL BE LIABLE FOR AND INDEMNIFY THE CARRIER AGAINST ALL LOSS OR DAMAGE CAUSED BY SUCH GOODS. SUCH GOODS MAY BE WAREHOUSED AT OWNER'S RISK AND EXPENSE OR DESTROYED WITHOUT COMPENSATION.

15. ALL PARTIES (SHIPPER, CONSIGNEE, OR THIRD PARTY BILL TO PARTY) ARE EQUALLY RESPONSIBLE FOR THE FULL PAYMENT IN THE EVENT THE DESIGNATED PAYOR FAILS TO PAY THE BILL. ALL CHARGES ARE PAYABLE TO TRANSGROUP, SEATTLE, WASHINGTON IN US CURRENCY. IN EVENT OF DEFAULT, SUIT FOR COLLECTION MAY BE BROUGHT AT THE HOME OFFICE OF TRANSGROUP. IN THE EVENT OF ANY SUIT ARISING UNDER THIS CONTRACT, THE PREVAILING PARTY WILL BE ENTITLED, IN ADDITION TO THE OTHER REMEDIES, REASONABLE ATTORNEY FEES AND COSTS. NET 15 DAYS--PAYMENTS NOT RECEIVED WITHIN 30 DAYS OF INVOICE DATE WILL BE ASSESSED INTEREST OF 1 ½% PER MONTH OF THE INVOICE AMOUNT.

16. OFF BILL / SHIPPING DISCOUNT - WILL ONLY APPLY WHEN CARRIER RECEIVES ALL APPLICABLE FREIGHT CHARGES WITHIN 30 DAYS OF:

A. BILLING DATE FOR SHIPMENTS MOVING FREIGHT CHARGES PREPAID.

B. DELIVERY DATE FOR SHIPMENTS MOVING FREIGHT CHARGES COLLECT.

ALL INVOICES NOT PAID WITHIN THE FOREGOING TIME FRAME WILL BE SUBJECT TO CARRIER'S TARIFF NO 1 (ONE), AT CARRIER'S DISCRETION. BANKRUPTCY AND/OR INSOLVENCY SHALL BE CAUSE TO REBILL AT CARRIER'S TARIFF NO. 1(ONE) WITHOUT REGARD TO THE AGE OF THE INVOICE.

17. TRANSGROUP SHALL HAVE A GENERAL LIEN ON ANY AND ALL PROPERTY OF THE SHIPPER, COSIGNEE, OR BILL TO PARTY, IN ITS POSSESSION, CUSTODY, OR CONTROL, OR EN ROUTE, FOR ALL CLAIMS FOR CHARGES, EXPENSES, OR ADVANCES INCURRED BY TRANSGROUP IN CONNECTION WITH ANY SHIPMENTS OF THE SHIPPER, CONSIGNEE, OR BILL TO PARTY AND IF SUCH CLAIM REMAINS UNSATISFIED FOR THIRTY (30) DAYS AFTER DEMAND FOR ITS PAYMENT IS MADE, TRANSGROUP MAY SELL UPON TEN (10) DAYS WRITTEN NOTICE, REGISTERED MAIL (R.R.R.), TO THE CUSTOMER, THE GOODS, WARES, AND/OR MERCHANDISE, OR SO MUCH THEREOF AS MAY BE NECESSARY TO SATISFY SUCH LIEN.