

LIBERTY LOGISTICS USA

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**"We thank you for
 your business"**

HAWB NUMBER

DATE:	Orig. Airport:	Dest. Airport	Hold at Airport:	Deliver By:
Shippers Acct. No.		Shippers Reference No.		Int'l Shippers Fed. Tax ID (EIN/SSN):

SHIPPED FROM:			SHIPPED TO:		
ADDRESS			ADDRESS		
ADDRESS			ADDRESS		
CITY	STATE	ZIP	CITY	STATE	ZIP
ATTN. PERSON/DEPT.		PHONE #	ATTN. PERSON/DEPT.		PHONE #

BILL TO INFORMATION:			<input type="checkbox"/> Domestic <input type="checkbox"/> INT'L <input type="checkbox"/> Trucking <input type="checkbox"/> Other			
ADDRESS			<input type="checkbox"/> Air Express	<input type="checkbox"/> Export D/A	<input type="checkbox"/> Expedited	<input type="checkbox"/> Pkging.
ADDRESS			<input type="checkbox"/> ND AM	<input type="checkbox"/> Export D/D	LOCAL ▼	<input type="checkbox"/> Storage
CITY			<input type="checkbox"/> ND	<input type="checkbox"/> Import D/A	<input type="checkbox"/> Same Day	<input type="checkbox"/> Sat.-Sun.
STATE			<input type="checkbox"/> 2-3 Day	<input type="checkbox"/> Import D/D	<input type="checkbox"/> ND AM	<input type="checkbox"/> Other
ZIP			<input type="checkbox"/> 4-5 Day	<input type="checkbox"/> Ocean	<input type="checkbox"/> ND PM	Specify: _____
ATTN. PERSON/DEPT.		PHONE #	<input type="radio"/> PREPAID <input type="radio"/> COLLECT <input type="radio"/> COD <input type="radio"/> OTHER			

NO. OF PIECES	LENGTH	WIDTH	HEIGHT	WEIGHT	DESCRIPTION

Special Instructions: ▼ Restricted Article: UN # _____ Weight Subject to dimensional correction. Deferred Shipments not subject to guaranteed delivery time.

C.O.D. Amt. \$ _____	<input type="checkbox"/> Company Check	F.C. C.O.D. Amt. \$ _____	<input type="checkbox"/> Company Check
	<input type="checkbox"/> Certified Check		<input type="checkbox"/> Certified Check

Shipper	Driver	Consignee	Insured Value:
Signature	Signature	Signature	\$ _____ Max. \$25,000 - unless pre-arranged.
X	X	X	Customs Declared Value: \$ _____
Printed Name	Pieces	Printed Name	LIMITS OF LIABILITY Unless a greater value is declared herein, the shipper agrees and declares that the value of the property is released to an amount not exceeding \$50.00 for any shipment of 100 pounds or less and not exceeding 50 cents per pound for shipments weighing in excess of 100 pounds, for that part of the Consignment lost or damaged.
Date	Date	Date	
Time	Time <u>In</u> <u>Out</u>	Time <u>In</u> <u>Out</u>	

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 HERE TO AND ARE HEREBY INCORPORATED INTO AND MADE PART OF THIS CONTRACT.
3. **LIABILITY LIMITS** – THE LIABILITY OF LIBERTY LOGISTICS USA FOR ANY 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. THE MAXIMUM INSURED VALUE IS \$25,000.00 PER SHIPMENT, UNLESS PRE-AUTHORIZED BY MANAGEMENT.
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. **APPLICABLE ROUTING** – CARRIER'S 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 DELIVERY AT CITY TERMINAL OR AIRPORT TERMINAL ARE SPECIFIED BY SHIPPER UNDER SPECIAL INSTRUCTIONS.
7. **USE OF OTHER CARRIERS** – SHIPMENT MAY BE DIVERTED TO MOTOR OR OTHER CARRIER AS PER TARIFF RULE UNLESS SHIPPER GIVES OTHER INSTRUCTIONS HEREON.
8. **SHIPPER RESPONSIBILITY** – THE SHIPPER IS RESPONSIBLE FOR PREPARING, MARKING, PACKAGING 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.
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. **TARIFFS** – ALL TARIFFS ONFILE AT THE HOME OFFICE OF LIBERTY LOGISTICS USA, 17901 WOODLAND DR., SUITE 400, NEW BOSTON, MI 48164.
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 DANGERS, INCIDENT TO A STATE OF WAR OR UNDECLARED WAR; (B) THE ACT OR 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 OR 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 WHETHER OR NOT THE CARRIER HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.
13. **CLAIMS, TIME LIMITS AND PROCEDURES**
 - A. ALL CLAIMS FOR OVERCHARGES MUST BE MADE IN WRITING TO THE HOME OFFICE OF CRATE AND FLY, 26986 TROLLEY INDUSTRIAL DRIVE, TAYLOR, MI 48180 WITHIN A PERIOD OF NINE MONTHS AND NINE DAYS AFTER THE DATE OF ACCEPTANCE OF THE SHIPMENT BY THE ORIGINATING CARRIER.
 - 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 IN WRITING TO THE HOME OFFICE OF LIBERTY LOGISTICS USA, 17901 WOODLAND DR., SUITE 400, NEW BOSTON, MI 48164 WITHIN 15 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.
 - E. NO CLAIM WILL BE ENTERTAINED UNTIL ALL TRANSPORTATION CHARGES HAVE BEEN PAID.
 - 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.
14. **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 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 LIBERTY LOGISTICS USA, NEW BOSTON, MI IN US CURRENCY. IN EVENT OF DEFAULT, SUIT FOR COLLECTION WILL BE BROUGHT AT THE HOME OFFICE OF LIBERTY LOGISTICS USA.