

Terms and Conditions – Air Services

1. In tendering a shipment to CorTrans Logistics, LLC, (herein referred to as “CTL”) the shipper agrees to these Terms and Conditions of Contract which no agent or employee of the parties may alter. It is agreed among the parties that the conditions of carriage for this shipment are governed by CTL’s tariffs, which are available for inspection at CTL offices, and which are hereby incorporated into this contract. NOTE: Shipper in this contract means the party from whom the shipment is received, the party who requested the shipment be transported by CTL, any party having an interest in the shipment, or any party who acts as an agent for any of the above. The Shipper certifies and represents to CTL that the information presented to CTL whether electronic or physical is complete and accurate, and that the air bill is non negotiable and has been prepared by Shipper, Shipper’s agent, or on his/her behalf by CTL.
2. SHIPPER WARRANTS each package of every shipment is properly described on the air bill, is properly marked and addressed, is packaged adequately to protect the enclosed goods to ensure safe transportation with ordinary care in handling, and except as noted is in good order and condition. Articles shipped in unenclosed containers are adequately packaged and marked to insure safe transportation with ordinary care and handling, CTL shall not be liable for damage/loss unless abusive handling and/or loss is evident and is so noted on the delivery receipt at time of delivery. NOTE: A shipment in which delivery is made in exchange for a clear delivery receipt shall be prima facie evidence of having received ordinary care handling.
3. At time of delivery, the CONSIGNEE MUST NOTE on the airbill any exceptions to the shipping containers that would indicate a discrepancy (shortage in the shipment, damage to the containers, or possible damage to the contents of the containers). The Consignee may not inspect the contents of the shipping containers until the Consignee signs for the shipment on the delivery receipt. NOTE: Such notations as “suspect to inspection” and “subject to recount” are not exceptions.
4. CTL SHALL NOT BE LIABLE IN ANY EVENT FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, INCOME, INTEREST, UTILITY, OR LOSS OF MARKET WHETHER OR NOT CTL HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.
5. Due to the inherent nature of the air freight business, CTL does not guarantee pickup, transportation, or delivery by a stipulated date or a stipulated time, nor shall CTL be liable for the consequences of failure to do so.
6. Claims :
 - a. Claims for damaged shipments must be made in writing within 60 days of ship date. Notification of concealed damage must be made within 24 hours of receipt. Original shipping cartons and contents must be retained by consignee for inspection. Claims for overcharges must be presented to CTL within 60 days of the shipping date.
 - b. No loss or damage claim will be processed until all transportation charges have been paid. Claimants may not deduct the amounts of pending claims from any charges owed to CTL and Shipper waives any and all rights, including any statutory or common law rights, to set off the amount of any claim against charges owed to CTL. Shipper’s account with CTL must be in good standing before CTL shall make any claims payment.
 - c. If CTL subcontracts any portion of the services performed, Shipper hereby authorizes CTL to file and collect claims on Shipper’s behalf with the subcontracted party /parties.
 - d. All claims for loss or damage are subject to proof of value, documentation of which shall be provided by Claimant at the time such claim is made.
7. Insurance coverage will be assessed at \$0.85 per \$100.00 of value; a minimum charge may apply. Insured value is not to exceed the actual value of the goods. Shipments (insured or uninsured) must be packed to withstand the normal hazards of transportation for any claim to be valid. In the event shipper does not elect to insure all or part of a shipment by requesting so on air bill at or before the time of tender to CTL, CTL’s liability for any losses of or damages to such shipment shall be limited to \$0.50/lb. , with a Minimum of \$50.00 , whichever is greater, and a maximum of \$500.00. Used equipment or used machinery will not be insured. This limitation is subject to provisions as published in CTL’s governing tariffs in effect at the time of the shipment.
8. Unless each piece of the shipment has declared value stated and is specifically identified on the CTL air bill at time of shipment and is so identified on the CTL air bill as being lost, damaged, destroyed, or otherwise adversely affected at time of delivery, CTL shall be liable subject to tariff provisions in effect at the time of the shipment for the average declared value of the shipment multiplied by the packaged weight of the piece(s) adversely affected. That is the average declared value of the shipment divided by the total weight of the shipment.
9. Unless otherwise expressly provided in CTL’s tariffs, and subject to any conditions or restrictions contained therein, the following articles will not be accepted for carriage: any shipment prohibited by law; original works of art;

- antiques; bonds; coins of any kind; currency; furs; fur clothing; gems or stones (cut or uncut); industrial diamonds; gold or silver coined concentrates; jewelry (other than costume jewelry); money; pearls; precious metals; securities (negotiable); time sensitive written material (e.g. bids, contract, proposals, etc. when the declared value exceeds **\$0.50** per pound); household goods, and/or personal effects when the total declared value of the shipment exceeds **\$500.00** or when the declared value exceeds **\$0.50** per pound, per piece; and such other articles provided in CTL's governing tariffs and service guide. CTL shall not be liable for any loss, damage, delays, liabilities or penalties resulting from the transportation of any of the foregoing, articles, however described or misdescribed in this air bill, and no employee or agent of CTL has any authority to accept for transportation such articles or to waive the limitations herein contained.
10. CTL shall not be liable for loss, damage, or delay caused by: acts of God; public authorities acting with actual or apparent authority; strikes; labor disputes; weather; mechanical failures; aircraft failures; civil commotions; acts or omissions of customs or quarantine officials; the nature of the shipment or any defects thereof; public enemies; hazards incidents to state of war; acts of terrorism; and by act, defaults, omissions of shipper or Consignee for failure to observe the terms and conditions including but not limited to improper packaging, air bill information, and the rules relating to shipments not acceptable for transportation or shipments acceptable only under certain conditions outlined below.
 11. Without prior notification, CTL is insured for aggregate losses at any one time at any one place under a cargo policy with maximum limits of **\$100,000.00**. For shipments valued over **\$100,000.00**, CTL must be given advance notice so additional coverage can be arranged.
 12. Rates and charges for all air shipments will be based on actual or dimensional weight, whichever is greater.
 13. If this is an international shipment, liability rules under the Warsaw Convention shall apply, and CTL accepts the air bill as a Shipper's letter of instruction with authorization to prepare and sign on Shipper's behalf and international air waybill. Except as otherwise provided in carrier's tariffs or conditions of carriage to which the Warsaw Convention does not apply, CTL's liability shall not exceed US\$9.07 per pound (US\$20.38 per kilo), unless a higher value is declared by shipper and a supplementary charge is paid. In case of loss, damage, or delay of part of the consignment, the weight to be taken into account in determining CTL's liability shall only be the weight of the package or the packages concerned. For international shipments, CTL reserves the option to act as an agent of the carrier, instead of as a forwarder, in which event the direct carrier's tariffs shall apply to this shipment.
 14. CTL does not handle C.O.D.'s
 15. CTL shall have the right to (i) substitute alternate carriers or other means of transportation: and (ii) select the routing or deviate from that shown on the face hereof.
 16. All shipments are subject to inspection by CTL; however, CTL is not obligated to perform such inspection.
 17. The Shipper, Consignee and/or Third Party shall be liable jointly and severally for all charges payable on account of this shipment pursuant to this contract and to pay or indemnify CTL for claims, fines, penalties, damages, costs (storage, handling, reconsignment, return of freight to Shipper, etc.) or other sums which may be incurred by CTL by reason of any violation of this contract or any other default of the Shipper or Consignee or their agents, CTL shall have lien on any goods shipped for failure to pay surrender possession of the goods until such charges are paid. Should CTL bring legal action for the enforcement of this contract or collection of any sums due and payable under this contract, CTL shall be entitled to reasonable attorney fees and costs.
 18. **All invoices not paid in full within 30 days of invoice date will be subject to a charge of 1½% per month of total invoice balance.**
 19. Shipper and Consignee shall hold CTL and its agents harmless for loss/damage/delay which is a result of auxiliary services including but not limited to local cartage, crating, uncrating, packing, and unpacking which are requested by the Shipper or Consignee and arranged by CTL as a customer service unless such services are actually performed by CTL or its agents. Such limitation of liability shall extend to the selection by CTL of the providers of the auxiliary services. Auxiliary services are those which are performed prior or subsequent to transportation and which may be billed directly by the provider of the service or by CTL. Providers of auxiliary services are contractors for the Shipper or Consignee and are not agents for CTL. Local cartage is the movement of unpacked/uncrated freight. NOTE: Under no circumstances will the liability of CTL for loss/damage/delay which is a result of any auxiliary services performed by CTL or its agents be greater than the liability contained in this contract.
 20. Should CTL successfully defend itself for any legal actions brought by any party with an interest in this shipment, CTL shall be entitled to reasonable attorney fees and costs.
 21. All shipments are subject to reweigh
 22. If Dimensional Weight applies under tariff rule, dimensions shall be in inches on air bill thus: (length x width x height) divided by 194 (domestic) = dimensional weight. Charges will be calculated on the dimensional weight if it exceeds actual weight.
 23. CTL is a certified participant and in compliance with the TSA requirements and regulations.
 24. Shipper agrees that if service level is not marked on airbill, the shipment will automatically be shipped as deferred.