



Service in a universal language

Terms and Conditions
Transportation Contract

- (1) Pursuant to this contract, AEROCARGO, INC., a licensed property broker (MC433135B), undertakes to arrange for the interstate transportation of shipment(s) from the named origin to the named destination. The transportation will be furnished by a licensed Motor Carrier selected by and under contract with AEROCARGO, INC.**
- (2) In tendering the shipment(s) for carriage, the shipper warrants that the shipment(s) is packaged to protect the enclosed goods and to insure safe transportation with ordinary care in handling, and that each package is appropriately labeled and is in good order for carriage.**
- (3) AeroCargo, Inc. shall not be liable for loss, damage, delay or other results caused by (a) acts of God(s), public enemies, public authority acting with actual or apparent authority, authority of law, quarantine, riots, strikes, civil commotions, or hazards or dangers incident to a state of war; (b) the act or default of the shipper or consignee, including any breach of the warranty set forth in paragraph 2 above; (c) violation of the shipper or consignee for any of these conditions of contract.**
- (4) The parties agree that claims will be presented and adjusted in accordance with guidelines established by the Interstate Commerce Commission and successor agencies and set forth at 49CFR1005. ICC Administrative Rulings 65 and 128 shall apply. Unless otherwise agreed to in writing, the maximum liability for shortages or physical damages shall not exceed \$50.00 for any shipment 100 pounds or less, and not exceeding \$.50 cents per pound for shipments weighing in excess of 100 pounds.**
- (5) AeroCargo, Inc. will not accept any liability for the following: Perishable, live animals, art and or artwork, antiques, currency precious metals, documents, and any vehicles.**
- (6) AeroCargo, Inc. offers their customers the opportunity to contract separate single policy insurance on acceptable commodities at the sole discretion of underwriters.**
- (7) AeroCargo, Inc. reserves the right to demand payment of all outstanding and past due freight charges as a precondition for releasing this shipment(s) at destination.**
- (8) Claims for loss or damage discovered by the consignee after delivery and after a clear receipt has been given to the Carrier must be reported in writing to: AeroCargo, Inc./Claims POB 523474 Miami, FL 33152 within 15 days after the delivery of the shipment and Carrier shall be given the opportunity to inspect and its containers/packaging within 15 days of such notice.**
- (9) Claims of loss and/or damage must be made in writing to: AeroCargo, Inc./Claims POB 523474 Miami, FL 33152 within a period of 240 days after the date of the acceptance of shipment by the Carrier.**
- (10) All freight charges are payable upon receipt of invoice. Charges not paid within 60 days Shall be subject to interest rate of 2.5% per month plus collection fees and attorney Fees The parties further agree that this contract shall be governed and construed in The accordance to the laws of the State of Florida without regard to its choice of law Provisions. The parties further agree that any claim or lawsuit relating to this contract or any breach hereof shall be filed in an appropriate Federal or State Court of Dade County, Florida, and the parties hereto consent to the exclusive and binding judgment Of said court.**