

CONDITIONS OF CONTRACT OF CARRIAGE

1. In tendering this shipment, the shipper agrees to these Conditions of Contract of Carriage, which no agent or employee may alter, and that this shipping document is non-negotiable and that it has been prepared by the shipper. The shipper certifies and represents to National Parcel Logistics, Inc. (herein referred to as NPL) that the information inserted on the face of this waybill is complete and accurate. It is agreed among the parties involved that the conditions of contract of carriage for this shipment are governed by NPL's tariffs, available for inspection at NPL's offices, and which are hereby incorporated into this contract. NOTE: Shipper in this contract means the party from whom the shipment is accepted for transportation. Except to the extent of any written contract between shipper and NPL, this waybill supersedes and negates any claimed, alleged or asserted oral agreement, promise, representation or understanding between the parties with respect to this shipment.
2. Shipper warrants that each package in this shipment is properly and completely described on this waybill, is properly marked and addressed, is packaged adequately to protect the enclosed goods to insure safe transportation with ordinary care in handling, and except as noted, is in good condition. NOTE: A shipment in which delivery is made in exchange for a clear (no exceptions) delivery receipt shall be prima facie evidence of having received ordinary care in handling. Shipper is responsible for all charges, including transportation charges and all duties, customs, assessments, governmental penalties and fines, taxes, and/or legal costs related to this shipment.
3. At time of delivery the consignee must note on the delivery receipt 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 "subject to inspection" and "subject to recount" are not exceptions. NPL is not responsible for concealed damage.
4. NPL is not liable for loss, delays, mis-delivery or non-delivery caused by: (a) the act, default or omission of the shipper, consignee, or consignor; (b) the nature of the shipment or defect or inherent vice thereof; (c) improper or insufficient packing, securing, or addressing of the package; (d) Acts of God; perils of the air; public enemies; public authorities acting with actual or apparent authority; authority of law; riots, strikes, or other local disputes; civil commotion; weather conditions; or mechanical delays of trucks or aircraft.
5. NPL SHALL NOT BE LIABLE IN ANY EVENT FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, WHETHER OR NOT NPL HAD KNOWLEDGE THAT SUCH DAMAGE MIGHT BE INCURRED.
6. This shipment is subject to inspection by NPL; however, NPL is not obligated to perform such inspection.
7. Shipments are subject to security controls by carriers and, where appropriate, by government agencies.
8. Due to the nature of the transportation business, NPL does not guarantee pickup, transport, or delivery by a stipulated date or a stipulated time, nor shall NPL be liable for the consequences of failure to do so.
9. NPL shall have the right to (a) substitute alternate carriers or other means of transportation and (b) select the routing or deviate from that shown on the face hereof.
10. In consideration of the rates charged, Shipper agrees that the liability of NPL is limited to the actual value of the shipment up to a maximum of \$50, unless a value is declared for carriage on this waybill, noted at time of acceptance and payment made (of excess valuation charge) to NPL to cover the additional declared value pursuant to tariffs established by NPL. If the excess valuation charge is not paid for the additional declared value, the maximum liability of NPL shall remain at \$50. The maximum declared value per shipment is \$10,000. Shipments containing items of extraordinary intrinsic value, such as furs, precious gems, musical instruments, and works of art are limited to a maximum declared value of \$500. When multiple packages are placed on a single waybill, but the shipper has not specified the declared value of each individual package, the declared value for each individual package will be determined by dividing the total declared value on the waybill by the number of packages indicated on the waybill. Declared values for carriage in excess of \$50, shall be subject to excess valuation charge. The valuation charge shall be 70 cents per \$100 declared value (values rounded up to the nearest \$100, if necessary) and subject to a \$5 minimum valuation charge. NPL reserves the right to not accept a shipment with declared value, should the packaging be deemed insufficient to protect the contents from ordinary handling associated with transportation.
11. Claims of Loss: No action may be brought to recover damages for loss or injury to the goods unless written notice of loss due to damage, shortage, or delay is reported by the shipper within thirty (30) days after delivery of the shipment. Written notice of loss due to no-delivery must be reported by the shipper within thirty (30) days after acceptance of the shipment for carriage. No claim for loss to a shipment will be considered until all transportation charges thereon have been paid. The monetary value of claims may not be deducted from the transportation charges. Claims for overcharges and refunds must be made in writing to NPL within six (6) months of the billing date. In any event, NPL's maximum liability for delay shall be an amount equal to freight charges invoiced. All claims must be filed by the party invoiced for the transportation services provided.
12. Notice of all claims must be made in writing as prescribed above. Receipt of a shipment by the recipient without written notification of damage/loss on the delivery receipt shall be prima facie evidence that the shipment was delivered in good condition. In the event of a claim, the recipient must make the original shipping cartons and packaging available for inspection by NPL, or its representatives. All transportation charges due NPL must be paid prior to the resolution of any claim. All notices and claims for loss or damage must be reported in writing to: National Parcel Logistics, Inc., Director of Claims, 5415 W. Sligh Avenue, Suite 110, Tampa, FL 33634.
13. NPL is not authorized to accept the following shipments: (a) hazardous material or articles requiring a federal, state or local license for transportation; (b) people; (c) live animals; (d) money, stocks, bonds, cash letters, negotiable paper and their equivalents; (e) shipments with a declared value in excess of \$10,000 or shipments containing articles of extraordinary value with a declared value in excess of \$500; (f) corpses, cremated, or interred remains; (g) liquor or any other alcoholic beverage; (h) unpacked or uncrated material (without prior arrangements approved by NPL); (j) collect on delivery (COD) shipments (where funds are to be collected on behalf of a party other than NPL); (k) shipments requiring temperature controlled service (without prior arrangements approved by NPL).
14. Transportation charges will be assessed on the gross weight or dimensional weight of each shipment, whichever is greater. All shipments tendered to NPL are subject to re-weighing. Any difference in the actual gross weight will be noted on the NPL waybill and the correct weight charges assessed to the paying party.
15. Charges for consignments weighing less than 8.9 pounds per cubic foot will be assessed on the basis of the consignment's dimensional weight. Cubic measurements will be based on the greatest height, times the greatest width, times the greatest length dimension of the package or where packages are tied together (or palletized freight), on the greatest dimension of the group of packages (or palletized freight). The total cubic inches of the consignment will be divided by 194 to determine dimensional weight.
16. The shipper shall be liable for all unpaid charges payable on account of this shipment pursuant to this contract and to pay or indemnify NPL for claims, fines, penalties, damages, costs (storage, handling, reconsignment, return of freight to shipper, etc) or other sums which may be incurred by NPL by reason of any violation of this contract or any other default of the shipper or consignee or their agents. NPL shall have a lien on any goods shipped for failure to pay for charges payable on account of this shipment pursuant to this contract. NPL reserves the right to demand payment of all outstanding and past due freight charges as a precondition for releasing this shipment(s) at destination. This right includes the right to demand payment upon delivery of this shipment(s) at any time. Should NPL bring legal action for the enforcement of this contract or collection of any sums due and payable under this contract, or should NPL successfully defend itself for any legal actions brought by any party with an interest in this shipment, NPL shall be additionally entitled to the reimbursement of reasonable attorney fees and costs.
17. All invoices not paid within 30 days of invoice date will be subject to a charge of one and one-half percent (1.5%) per month.
18. The parties agree that this contract shall be governed and construed in accordance with 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 Hillsborough County, Florida, and the parties hereto consent to the exclusive and binding jurisdiction of said court.
19. If you have any questions regarding this waybill, contact NPL at 1-813-886-4220.