

ALLSTATES WORLDCARGO, INC.  
TERMS AND CONDITIONS OF CONTRACT

## Table of Contents

Rule	Subject	Page
1.	ADVANCEMENT OF CHARGES .....	2
2.	APPLICATION OF CHARGES .....	2
3.	CHARGES PREPAID OR COLLECT .....	3
4.	CHARGES FOR SHIPMENTS CONTAINING OVERSIZED AND UNUSUAL PIECES .....	3
5.	C.O.D. SHIPMENTS .....	4
6.	CLAIMS PROCEDURE .....	5
7.	DANGEROUS GOODS/HAZARDOUS MATERIAL .....	6
8.	INSPECTION OF SHIPMENTS .....	6
9.	LIABILITIES NOT ASSUMED.....	7
10.	LIABILITY FOR CHARGES AND INDEMNIFICATION.....	7
11.	LIENS ON SHIPMENTS .....	8
12.	LIMITATIONS OF LIABILITY.....	8
13.	NOTICE AND DISPOSITION OF PROPERTY .....	9
14.	PACKING AND MARKING REQUIREMENTS .....	10
15.	PICKUP AND DELIVERY SERVICE .....	10
16.	PROOF OF DELIVERY .....	11
17.	RATES .....	11
18.	RE-DELIVERY SERVICE .....	11
19.	ROUTING AND RE-ROUTING .....	11
20.	SHIPMENTS ACCEPTABLE.....	11
21.	SHIPMENTS NOT ACCEPTABLE FOR TRANSPORTATION BY ALLSTATES WORLDCARGO. ....	12
22.	SHIPMENTS SUBJECT TO ADVANCE ARRANGEMENTS .....	13
23.	SHIPMENTS SUBJECT TO DELAY.....	13
24.	SHIPMENTS SUBJECT TO SPECIAL CONDITIONS .....	13
25.	SIGNATURE SECURITY SERVICE .....	14
26.	STORAGE AND CHARGES .....	14
27.	THE WAYBILL.....	15
28.	Severability.....	15
29.	Governing Law .....	15

ALLSTATES WORLDCARGO, INC.  
TERMS AND CONDITIONS OF CONTRACT

These Terms and Conditions of Contract are effective **September 1, 2005** and are subject to change without notice.

**In tendering the shipment for delivery, the shipper and consignee agree to these TERMS AND CONDITIONS OF CONTRACT and these Terms and Conditions shall supersede all previous Terms and Conditions. These Terms and Conditions shall apply to all shipments unless otherwise required by a federal or state law, rule or regulation applicable to the shipment. No employee or agent of Allstates WorldCargo is authorized to change or modify these Terms and Conditions without the written consent of Sam DiGiralomo, President and CEO or Bart Theile, Chief Operations Officer, or the Director of Transportation Services. If there is any conflict or inconsistency between the Conditions of Contract on our Waybill or any other written statements concerning the shipment, the Terms and Conditions contained herein shall control. As used herein the words "our," "we," and "us" shall refer to our employees and agents. For International Shipments "pound(s)" shall be converted to applicable metric weight.**

**Whenever we refer to a Waybill, a Allstates WorldCargo Waybill or any other Bill of Lading, which Allstates WorldCargo (herein referred to as AWC) accepts with a shipment, the Terms and Conditions contained herein will supersede any other terms.**

**1. ADVANCEMENT OF CHARGES**

- A. Upon request, we will advance charges for transportation, cartage, storage, loading, unloading, unpacking, packing, and processing, not performed by us. For each Advancement of Charges, a service fee of \$1.00 per \$100.00 of the advance charge, or fraction thereof will be assessed, subject to a minimum advancement fee of \$5.00.
- B. We will not advance charges on any shipment on which prepayment of charges is required unless the amount of such advances has been deposited in cash with us.

**2. APPLICATION OF CHARGES**

- A. Except as otherwise provided for herein, transportation charges for a shipment will be assessed on the gross weight of the shipment based on the greater of:
  - 1. The actual weight, or
  - 2. The cubic dimensional weight determined in accordance with Paragraphs (E) and (F) of this rule.
- B. Charges will be assessed on the basis of the service shown on the Waybill at the rates in effect on the day of acceptance of the shipment.
- C. In computing charges, fractions of less than one-half cent will be omitted and fractions of one-half cent or more will be considered as one cent.
- D. Fractions of pounds will be assessed at the charge for the next higher pound. Fractions of kilograms will be rounded up to the next half kilogram.
- E. Charges for domestic shipments with overall measurements exceeding 194 cubic inches will be assessed on the basis of one pound per 194 cubic inches or fraction thereof. Cubic measurements will be based on the length, times width, times height of each piece in the shipment.
- F. Charges for international shipments with overall measurements exceeding 166 cubic inches will be assessed on the basis of one pound per 166 cubic inches or fraction thereof.
- G. All rates and fees are subject to change without notice.

ALLSTATES WORLDCARGO, INC.  
TERMS AND CONDITIONS OF CONTRACT

**3. CHARGES PREPAID OR COLLECT**

- A. Shipments will be accepted either with the charges to be prepaid by the shipper or to be collected from the consignee, or when requested by the shipper or the consignee, the charges will be billed to a third party. If the third party should refuse payment for any reason, liability for payment shall revert to the shipper or consignee whichever requested third party billing. The shipper and consignee shall be liable jointly and severally for all unpaid charges payable on account of a shipment.
- B. All requests for changes in type of billing after delivery must be accompanied by a guarantee in writing of payment by the new payer and a fee of \$10.00 per revision will be assessed. Revisions will not be allowed when a reduction in the original rates occurs as a result of the change.
- C. The following shipments must be prepaid by cash, cashier's check, money order, or company check unless the shipper or billed to a third party guarantees, in writing, the payment of collect charges:
  - 1. Shipments addressed to United States Government agencies, unless shipped on Government Bill of Lading.
  - 2. Shipments destined to exhibition grounds, parks, fairs or similar enclosures where admission is charged for entrance.
  - 3. Shipments addressed to hotel guests.
  - 4. Shipments addressed to any person and/or organization in care of another person and/or organization.
  - 5. Shipments addressed to political organizations.
  - 6. Shipments addressed to persons restrained of their liberty.
  - 7. Shipments not equal to commercial value of the charges thereon.
  - 8. Shipments of personal effects consisting of wearing apparel, cosmetics, toilet articles, and articles worn by an individual, used, not for resale.

**4. CHARGES FOR SHIPMENTS CONTAINING OVERSIZED AND UNUSUAL PIECES**

- A. Subject to advance arrangements, we will accept for transportation, shipments containing oversized pieces, as defined herein, which meet the conditions and limitations, enumerated below, and will base the appropriate charges on rating calculations described in paragraph (C).
- B. Piece Dimensions:  
Shipments containing pieces measuring in excess of 120 inches in length, or 88 inches in width, or otherwise restricted by their height/contour/profile from fitting onto a single standard 88"x125" pallet.
- C. Rating Conditions:
  - 1. The charges for shipments containing oversized pieces (defined in Paragraph (B) above) shall be based on the higher of the following calculations:
    - a) The actual weight of the shipments; or
    - b) The charges based on multiplying 4,000 pounds by the total number of pallets used (fully or partially). See (2) below for pallet dimensions.
  - 2. The dimensions of the pallets to be used are:  
Width: 88 inches  
Length: 125 inches

ALLSTATES WORLDCARGO, INC.  
TERMS AND CONDITIONS OF CONTRACT

**5. C.O.D. SHIPMENTS**

A. C.O.D. SERVICE

Allstates will provide C.O.D. (Collect on Delivery) service only for shipments moving within the United States subject to the following conditions:

1. Shipper must identify the shipment as a C.O.D. shipment by entering the amount to be collected in the shipper's C.O.D. box on the face of the waybill.  
  
The letters C.O.D. must be legibly and durably marked on each piece of a C.O.D. shipment by the shipper.
2. Shipper must specify the type of payment to be collected (i.e. cash, money order, certified check, cashier's check, customer/personal check, etc.) in the special services area on the face of the waybill..
3. **AWC** will collect the financial instrument specified by the shipper or, in the absence of such specification, will collect a company check if the shipment is directed to a business, or a personal check if the shipment is directed to an individual. AWC neither guarantees the validity of the collected financial instrument, nor is AWC liable for any loss, damage or other adversity arising from its collection of C.O.D. funds on behalf of the shipper.
4. The shipper's C.O.D. amount will not be considered as the Declared Value for Carriage.

B. C.O.D. FEES

The fee for C.O.D. service is 3% of the C.O.D. amount to be collected, subject to a \$10.00 minimum charge.

C. SERVICE AREAS WHERE C.O.D. SERVICES ARE NOT AVAILABLE

We will not provide C.O.D. service on the following types of shipments:

1. Shipments requiring prepayment or guarantee of transportation charges.
2. Shipments on which the C.O.D. amount is greater than \$5,000.00.
3. If the C.O.D. amount is less than the transportation charges and C.O.D. fee.
4. Shipments moving via Same Day Service.
5. Shipments of perishable commodities.
6. Shipments to or from points outside the United States.

ALLSTATES WORLDCARGO, INC.  
TERMS AND CONDITIONS OF CONTRACT

**6. CLAIMS PROCEDURE**

**A. GENERAL CONDITIONS**

1. No claim with respect to a shipment, any part of which is received by the consignee, will be entertained until all transportation charges have been paid. The claimant may not deduct the amount of a claim from monies owed the Carrier.
2. Claims for loss or damage or Non-Delivery must be made in writing to the Carrier's Corporate Office within 180 days from the date of shipment.
3. On a shipment for which the Carrier receives a clear delivery receipt, such clear delivery receipt shall be prima facie evidence that the shipment received ordinary care in handling. Claims for loss or damage discovered by the consignee after a clear delivery receipt has been given to the Carrier must be reported to the Carrier within seventy two (72) hours from the date of delivery with privilege to the Carrier to inspect the goods and packaging within 12 days after receiving such notice. The shipment, its container(s) and its packing material must be made available to AWC for inspection at the delivery location on the waybill. Failure of Allstates Worldcargo to inspect will not be considered a waiver of AWC's rights.
4. Claims for overcharge or duplicate billing must be submitted in writing to the Carrier's Corp. Office within 1 year from the date of shipment.
5. Carrier shall not be liable for any action unless a claim has been filed and such action is brought within one (1) year after the date written notice is given to the claimant that the Carrier has disallowed the claim in full or in part.

**B. TIME LIMITS FOR FILING CLAIMS FOR INTERNATIONAL SHIPMENTS**

1. Notice for non-delivery or shortage of a shipment must be reported in writing to us within one hundred twenty (120) days after the date of the acceptance of the shipment by us.
2. Notice of loss due to damage must be reported to us within fourteen (14) days from the date of delivery.
3. All other General Conditions shown in Part A above shall apply.

ALLSTATES WORLDCARGO, INC.  
TERMS AND CONDITIONS OF CONTRACT

**7. DANGEROUS GOODS/HAZARDOUS MATERIAL**

- A. Shipper must call the AWC facility handling the shipment and provide details of the type of Dangerous Goods/Hazardous Material they are proposing to ship with AWC. AWC retains the right to refuse any shipment.
  
- B. Dangerous Goods/Hazardous Material means those commodities, which are transported in accordance with the provisions set forth in the rules and regulations in:
  - 1. Title 49 of the U.S. Code of Federal Regulations ("CFR"), revisions thereto or reissues thereof.
  - 2. The "Dangerous Goods Regulations" published by the International Air Transport Association ("IATA"), revisions thereto or reissues thereof.
  - 3. The International Civil Aviation Organization ("ICAO") "Technical Instructions for the Safe Transport of Dangerous Goods by Air" published by ICAO, revisions thereto or reissues thereof.
  - 4. The "International Maritime Dangerous Goods (IMDG) Code" published by the International Maritime Organization, revisions thereto or reissues thereof.
  
- C. If AWC accepts for transport the shipment, then the shipper must comply with all of the rules and regulations set forth in:
  - 1. Title 49 of the U.S. Code of Federal Regulations ("CFR"), revisions thereto and reissues thereof.
  - 2. The "Dangerous Goods Regulations" published by the International Air Transport Association ("IATA"), revisions thereto and reissues thereof.
  - 3. The International Civil Aviation Organization ("ICAO") "Technical instructions for the Safe Transport of Dangerous Goods by Air" published by ICAO, revisions thereto or reissues thereof.
  - 4. The "International Maritime Dangerous Goods (IMDG) Code" published by the International Maritime Organization, revisions thereto or reissues thereof.
  
- D. If the shipment contains Dangerous Goods/Hazardous Material, the shipper shall have the responsibility to so state on the Waybill and shall also submit a signed Shipper's Declaration for Dangerous Goods/Hazardous Materials.
  
- E. Between points in the United States, a charge of \$30.00 per shipment will be assessed in addition to all other applicable General Tariff charges.
  
- F. Between all other points not specified in (D) above, the charges for handling and transportation of dangerous goods may vary.
  
- G. Shipper agrees to be in compliance with all State and Federal statutory requirements with respect to shipping Dangerous Goods and/or Hazardous Materials.

**8. INSPECTION OF SHIPMENTS**

We may, but shall not be obligated to, inspect any shipment. Additionally, shipments may be subject to inspection by:

- A. The carrier[s] or their agent[s]
- B. Government officials
- C. Personnel authorized by the government to inspect shipments.

ALLSTATES WORLDCARGO, INC.  
TERMS AND CONDITIONS OF CONTRACT

**9. LIABILITIES NOT ASSUMED**

- A. We are not liable to the shipper or to any other person for any mis-delivery, missed pickup, non-delivery, delay, damage or loss of whatever nature arising out of or in connection with the shipment or other services performed by us, unless such damage is proven to have been caused by our negligence and there has been no contributory negligence on the part of the shipper, consignee or other claimant.
- B. Without limiting the generality of Paragraph (A), we shall not be liable for any loss, damage, mis-delivery, non-delivery, or other result caused by:
1. The act, default or omission of the shipper, consignee or any other party claiming an interest in the shipment.
  2. The nature of the shipment or any defect, characteristics or inherent fault thereof.
  3. Failure of the shipper or consignee to observe any of the rules contained in this document or including but not limited to, improper or insufficient packing, securing, addressing or marking any shipment, or failure to follow any rule related to shipments not acceptable for transport or shipments accepted only under certain conditions.
  4. Acts of God, weather conditions, mechanical delay of aircraft or other equipment failures, perils of the air, public enemies, public authorities acting with actual or apparent authority, acts or omission of custom officials, authority of law, quarantine, riots, strikes or civil commotion, or hazards incident to a state of war.
  5. Acts or omissions of any person other than us including delivery instructions from the shipper or consignee complied with by us.
  6. We cannot guarantee delivery by a specific time or date and shall not be liable for special or consequential damages due to delay, mis-delivery or non-delivery. Our liability shall be limited to a refund of the shipping charges in the event of a delay.
- C. Our liability shall in no event exceed that as set forth in the Limitations of Liability provision contained herein. AWC shall not be liable in any event for any special, incidental, or consequential damages arising from transportation, including but not limited to loss of profits or income, whether or not AWC had knowledge that such damage might be incurred.

**10. LIABILITY FOR CHARGES AND INDEMNIFICATION**

- A. The shipper and consignee shall be liable, jointly, and severally, for all unpaid charges payable on account of a shipment including, but not confined to, sums advanced or disbursed by us on account of such shipment.
- B. The shipper and consignee shall be liable, jointly and severally, to pay or indemnify and hold us harmless for all claims, fines, penalties, damages, costs or other sums which may be incurred, suffered or disbursed for (1) any violation of any of the rules contained herein, (2) any other default of the shipper, consignee, or such other party with respect to a shipment, or (3) any action taken by AWC for the collection of freight charges due to any such shipment .

ALLSTATES WORLDCARGO, INC.  
TERMS AND CONDITIONS OF CONTRACT

**11. LIENS ON SHIPMENTS**

We shall have a lien on the shipment for all sums due and payable to us. In the event of non-payment of any sum payable to us, the shipment may be held by us and be subject to storage and/or disposed of at public or private sale, with notice to shipper or consignee, paying us out of the proceeds of such sale all sums due and payable to us including storage charges. AWC may assert a lien not only on the shipment, but on any "C.O.D." amounts held by AWC for the benefit of a consignee. The shipper and/or consignee shall continue to be liable for the balance of any unpaid charges payable on account of the shipment.

**12. LIMITATIONS OF LIABILITY**

- A. Our liability for shipments between points in the U.S. and Puerto Rico shall be limited to \$.50 per pound multiplied by the number of pounds of each piece(s) of the shipment which may have been lost or damaged (but not less than \$50.00 per shipment), or the actual value of such piece(s), whichever is less, plus the amount of any transportation charges relating to such shipment or piece for which we may be liable, unless at the time the shipper tendered the shipment, the shipper made a declaration of declared value for carriage in the space designated on our Waybill, and an additional valuation charge is paid. When such a declaration is made, our liability shall in no event exceed the declared value of the shipment plus applicable freight charges or the amount of loss or damage sustained, whichever is lower.
- B. International air carriage is subject to the rules relating to liability established by the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Warsaw, October 12, 1929.
- C. When the shipper makes a declaration of value, a valuation charge of \$.60 per \$100.00 of valuation will be charged on declared values up to \$5,000.00. For increments above \$5,000.00, the valuation charge will be \$.75 per \$100.00 of valuation. Maximum Declared Value AWC will accept on any shipment is \$25,000.00 per shipment, unless prior authorization is received from the claims department of Allstates WorldCargo.
- D. For International Shipments only, the shipper may request insurance and pay the appropriate premium. The amount of the insurance must be recorded in the space designated on the AWC Waybill. If the first two provisions in this paragraph are met, the goods covered by our Waybill will be insured under an open policy. When such insurance is in place our liability shall in no event exceed the insured value or the actual amount of loss or damage, whichever is lower, plus the amount of any freight charges relating to such shipment. The insurance is subject to the terms, conditions and coverage (for which certain risks are excluded) of the open policy, which is available upon request. Maximum insured value AWC will accept on any shipment is \$25,000.00, unless prior authorization is received from the claims department of Allstates WorldCargo.

ALLSTATES WORLDCARGO, INC.  
TERMS AND CONDITIONS OF CONTRACT

E. Notwithstanding Paragraph (A) above, shipments containing the following items of extraordinary high risk are limited to a maximum liability to Allstates WorldCargo of \$50.00 per shipment, plus the amount of any freight charges relating to such shipment:

- Architectural Models
- Artwork (paintings crated in wood, sculptures, ceramics, statues, etc.)
- Automobiles
- Bulbs (electrical)
- Costumes and costume jewelry
- Fur and fur-trimmed articles
- Glass, glassware, mirrors and glass tubes
- Liquids in bottles
- Musical Instruments
- Nursery stock and plants
- Original Film Products
- Original wearing apparel designs
- Porcelain
- Radio Tubes
- Television Tubes
- Used Merchandise
- Watches, clocks, and chronographs

Our maximum liability for international shipments of the above items is limited to \$9.07 per pound or \$.50 per pound depending on the country of destination.

F. Any declared value in excess of the maximums allowed herein is null and void and the acceptance by us for carriage of any shipment with a declared value in excess of the allowed maximums does not constitute a waiver of these maximums.

G. We shall in no event be liable for any special, incidental or consequential damages, including but not limited to loss of profits or income, whether or not we had knowledge that such damages might be incurred

H. Notwithstanding Paragraph (A) above, shipments containing the following items of extraordinary high risk are limited to a maximum liability to Allstates WorldCargo of \$50.00 per shipment, plus the amount of any freight charges relating to such shipment.

### 13. NOTICE AND DISPOSITION OF PROPERTY

A. When shipments arrive at destination, we will promptly notify the consignee and/or his designated broker if we are not delivering to the consignee.

B. If, at the expiration of the free storage time provided herein, a shipment containing non-perishable property is unclaimed or delivery cannot be affected, we will so notify the shipper and consignee, by mail, at the addresses shown on the Waybill. Upon written instructions from the shipper, we will return the shipment to the shipper, forward or re-consign it, or otherwise dispose of it, all at the shipper's expense. If no such instructions are received within thirty (30) days after the date of mailing such notice, we will dispose of the shipment at public or private sale.

C. No sale or disposal pursuant to this provision shall discharge any liability or lien to any greater extent than the proceeds thereof, less selling expenses if any, and the shipper and consignee shall remain liable, jointly and severally, for any deficiency.

D. Uncleared Import Shipments held at government warehouses will be recovered only when all costs have been paid in advance.

ALLSTATES WORLDCARGO, INC.  
TERMS AND CONDITIONS OF CONTRACT

**14. PACKING AND MARKING REQUIREMENTS**

- A. Shipments must be prepared or packed to insure safe transportation with ordinary care in handling.
- B. Any article susceptible to damage by ordinary handling must be adequately protected by proper packing and must be marked or bear appropriate labels.
- C. Any article susceptible to damage as a result of any condition which may be encountered in transportation, such as high vibration or high or low temperature variations, high or low atmospheric pressure variations, must be adequately protected by proper packing and any other necessary measures.
- D. Each piece must be legibly and durably marked with the name and address of the shipper and consignee. When a container is used repetitively, all old labels, tags markings, etc. must be removed.
- E. Pieces with a floor bearing weight in excess of 100 pounds per square foot must be provided with a skid or base, which will reduce the floor bearing weight to 100 pounds or less per square foot. Such skid or base must be furnished by the shipper and included in the gross weight of the piece.
- F. Each piece of a C.O.D. shipment must be plainly marked to show that the shipment is C.O.D. The markings must also show the number of pieces in the shipment.
- G. Shipments of artwork, original paintings, drawings, etchings, water color paintings, oil paintings and sculptures of any kind, must be packed in wood crates of at least 1/4 inch (.64 centimeters) thickness which completely surround the article being shipped and must be clearly marked as to the nature of the contents.

**15. PICKUP AND DELIVERY SERVICE**

- A. Pickup and/or delivery service will be provided during business hours (8:00am – 5:00pm) Monday through Friday. Holiday, weekend and non-business hours pickup and/or delivery service is available at an additional cost.
- B. Pickup and/or delivery services will not be provided to or from any address not directly accessible to vehicles or where it is impractical to operate a vehicle.
- C. At buildings where our employees are not permitted access to floors above the ground floor.
  - 1. We will pick up shipments only when tendered at the ground floor or receiving dock, and
  - 2. Delivery to the person whose duty it is to receive property for the occupants of such buildings will constitute delivery to the consignee.
- D. Loading and unloading incidental to pickup and delivery service will ordinarily be performed by one person. Pickup and delivery service will not be provided for pieces which cannot be handled by one person unless advance arrangements have been made, including, where necessary, the furnishing of additional people and equipment by the shipper or consignee.
- E. When vehicles are held for loading or unloading in excess of fifteen (15) minutes, an additional charge will be assessed.

ALLSTATES WORLDCARGO, INC.  
TERMS AND CONDITIONS OF CONTRACT

**16. PROOF OF DELIVERY**

When requested by the shipper or consignee, we will furnish a copy of the Waybill, Bill of Lading signed by the consignee or his agent as proof of delivery. A charge of \$5.00 per copy will be assessed for this service, except there will be no charge when the copy is provided in defense of a written claim made against us. There is no charge for verbal proof of delivery.

**17. RATES**

The rates and charges for services shall be either (i) as provided in the Rate Quote or (ii) as set forth on a Rate Sheet and are subject to change without notice. Additionally, the shipments may be assessed accessorial charges and/or surcharges for additional services not covered in the Rate Quote and/or Rate Sheet. Shipper should contact us for a complete list of accessorial charges and/or surcharges.

**18. RE-DELIVERY SERVICE**

A shipment which, through no fault of ours, cannot be delivered on the first tender of delivery to the consignee will be returned to our terminal and the consignee will be notified. Re-delivery will be made at an additional charge equal to the minimum charge for the delivery area of the shipment with a maximum charge equal to original delivery charge.

**19. ROUTING AND RE-ROUTING**

We will determine the routing and method of transportation of all shipments, including choice of agents unless express instructions in writing are received from the customer. We have complete freedom in choosing the means, route and procedure to be followed in handling, transportation and delivery.

**20. SHIPMENTS ACCEPTABLE**

Shipments are acceptable for transportation only when the rules and regulations shown herein and all laws, ordinances, and other governmental rules and regulations governing the transportation thereof have been compiled with by the shipper and/or consignee.

ALLSTATES WORLDCARGO, INC.  
TERMS AND CONDITIONS OF CONTRACT

**21. SHIPMENTS NOT ACCEPTABLE FOR TRANSPORTATION BY ALLSTATES WORLDCARGO.**

Unless otherwise expressly provided in Allstates Air Cargo tariffs, and subject to any conditions or restrictions contained therein, the following articles will not be accepted for carriage:

- Any shipment prohibited by law
- Antiques
- Architectural Models
- Artwork (paintings crated in wood, sculptures, ceramics, statues, etc.)
- Bagged goods
- Bank notes
- Bonds
- Bulbs (electrical)
- Bulk commodities
- Cement
- coins of any kind
- Costumes and costume jewelry
- Corpses, cremated or Disinterred remains
- Currency
- Currency equivalents
- Fertilizer
- Fine arts
- Firearms
- Fish meal
- Fresh fruits
- Fresh vegetables
- Furs and fur-trimmed articles
- Fur clothing
- Gems
- Glass, glassware, mirrors and glass tubes
- Gold or silver
- Hazardous Waste Materials
- Household goods and / or personal effects,
- Human remains of any kind;
- Industrial diamonds
- Jewelry
- live animals;
- live plants;
- Marble
- Money, currency, bonds, Bills of Exchange, Deeds, Promissory Notes, Negotiable Securities and Stock Certificates
- Musical stringed instruments, namely: Violins, Violas, Cellos, Bass Violins, Guitars, Mandolins or Banjos.
- Negotiable securities
- Nuclear fuels
- Original Film Products
- Original wearing apparel designs
- Original manuscripts or electronic media, of which no other copy exists.
- one-of-a-kind articles or models;
- Pearls
- Perishables including, but not limited to: Fresh Fruits, Vegetables or perishable foods, cut flowers, nursery stock or plants .
- Plasma screen monitors and prints of lithographs when total declared value of the shipment exceeds \$500.00 and such other articles provided in governing tariffs and / or service guide
- Poisons .
- Porcelain
- Postage, trading or revenue stamps, stamp collections and coin collections.
- Precious metals
- Precious gems or stones (cut or uncut)
- Prototypes
- Radio Tubes
- Shipments improperly packaged.
- Shipments containing alcohol and/or tobacco, except when to be delivered to licensed dealers.
- Shipments from packaging companies (e.g. Mailboxes, etc.)
- Shipments consigned "To Order Of" or "To Order-Notify" or "P.O. Box" or to Post Offices.
- Shipments not expressly covered by these rules, or which would be likely to cause damage to other shipments, equipment, crew or passengers, the carriage of which is prohibited by law.
- Shipments from unknown shippers for movement on Passenger aircraft.
- Shipments of an inherent nature or defect, which indicates to us that such transportation, could not be furnished by us without loss of or damage to the shipment. Shipments requiring a DOT poison gas, or poison inhalation hazard or poison label or an IATA toxic label.
- Shipments requiring a DOT "Etiologic Agent" or an IATA "Infectious Substance" label.
- Shipments requiring a DOT explosive A or B, or IATA Explosives 1.1, 1.2, 1.3, 1.4F or 1.5 label.
- Shipments which require that we obtain a federal, state or local license for their transportation if we have elected not to comply with such license requirements.
- Shipments prohibited by U.S. Federal or State, or foreign countries governing laws, rules and regulations either at origin or destination.
- Television Tubes
- Time sensitive written material (such as: contract bids; proposals; when the declared value exceeds \$0.50 per pound)
- Used Merchandise
- Used furniture or household goods uncrated or unwrapped.
- Valuable papers
- Valuable Rugs (i.e. oriental rugs, Persian rugs),
- Watches, clocks, and chronographs

ALLSTATES WORLDCARGO, INC.  
TERMS AND CONDITIONS OF CONTRACT

**22. SHIPMENTS SUBJECT TO ADVANCE ARRANGEMENTS**

The following will be accepted for carriage only upon advance arrangements and only when such advance arrangements have been satisfactorily completed.

- A. Any shipments having a declared or insured value exceeding \$10,000.00.
- B. Shipments containing pieces in excess of 84 inches in length or 58 inches in width or 58 inches in height.
- C. Shipments requiring pickup or delivery of pieces which cannot be handled by one individual.
- D. Excessive weight or size shipments.
- E. Shipments requiring special devices for safe handling.
- F. Dangerous Goods as described in Section 7.

**23. SHIPMENTS SUBJECT TO DELAY**

The following conditions may delay delivery of the shipment to the consignee:

- A. If the dimensions of the shipment are too large for available aircraft.
- B. If the length of the shipment exceeds 125" or width or height exceeds 65"..- C. Shipments that are improperly packaged or lack proper documentation.
- D. Shipments on which the shipper has omitted or provided an incorrect consignee address on the Waybill.
- E. Shipments requiring special licenses or consularization filing prior to export.
- F. C.O.D. shipments.
- G. Shipments difficult to handle, oversized or unwieldy, single pieces in excess of 250 pounds.
- H. Shipments containing Dangerous Goods/Hazardous Materials.
- I. Shipments not complying with US Department of Transportation, Transportation Security Administration (TSA) regulations.
- J. Shipments subject to inspection by Regulatory Authorities.

**24. SHIPMENTS SUBJECT TO SPECIAL CONDITIONS**

- A. Shipments requiring special devices for safe handling will be accepted only when such special devices are provided and operated by and at the expense of the shipper or consignee.
- B. Dangerous Goods, and items of extraordinary value, must not be included in the same shipment with any other article.

ALLSTATES WORLDCARGO, INC.  
TERMS AND CONDITIONS OF CONTRACT

**25. SIGNATURE SECURITY SERVICE**

(Available only for government shipment and only upon request)

- A. At the request of the shipper, we will handle shipments under Signature Security Service from the time of acceptance from shipper at origin to the time of delivery to consignee at destination.
- B. Signature Security Service shall mean that each employee or our agent shall execute a signed receipt upon accepting custody of the shipment and shall obtain a signed receipt upon relinquishing custody of such shipment to another employee or our agent. On shipments tendered on behalf of the Department of Defense requesting Signature Security Service, we will use the DD Form 1907 issued by the shipper as a signature and tally record.
- C. Waybill, Government Bill of Lading, or other shipping documents presented to us must have the statement "Signature Service Requested" entered by the shipper.
- D. A charge of \$50.00 per shipment will be assessed for Signature Security Service in addition to all other applicable charges.

**26. STORAGE AND CHARGES**

- A. Shipments will be held without charge for three (3) calendar days (excluding the first Saturday, Sunday and Legal Holiday) computed from 8:00 AM the day following notification of shipment being on hand except:
- B. After the expiration of such free time, we will continue to hold such shipments for the shipper and consignee, subject to a charge of \$1.00 per day per 100 pounds or any fraction thereof, subject to a minimum charge of \$50.00 per shipment per day. If such continued holding is not practicable, we will place the shipment in a public warehouse at the expense of the shipper and consignee, subject to a lien for all transportation, storage, delivery, warehousing, and other charges, including handling charges of \$1.00 per 100 pounds (45 kilograms) or any fraction thereof, minimum charge of \$20.00 per shipment.
- C. When the shipment is held by us after the expiration date of such free time, our liability for the shipment will terminate.
- D. Shipments will be held for a period of time not to exceed thirty (30) calendar days from the 8:00 AM following the notification of shipment being on hand. At the expiration of thirty (30) calendar days, we will return the shipment or part of the shipment, to the shipper at the shipper's expense, subject to a lien for all charges applicable to the shipment or part of thereof.
- E. The provisions of our Lien shall apply to all shipments, which are stored pursuant to this Rule.

ALLSTATES WORLDCARGO, INC.  
TERMS AND CONDITIONS OF CONTRACT

**27. THE WAYBILL**

- A. The shipper shall have the duty to prepare and present a current version of our Waybill for each shipment. Notwithstanding who prepared the Waybill or the originating documentation, it shall conclusively be deemed to have been prepared by the shipper. The Waybill or other shipping document shall be non-negotiable. Each shipment shall be subject to the rules, regulations, rate and charges contained in the Terms, Conditions and Tariffs in effect on the day of acceptance of such shipment.
- B. The Waybill shall be binding upon the shipper, the consignee, any other party with an interest in the shipment, us, and our agents.
- C. In tendering the shipment, the shipper and the consignee agree to these Terms and Conditions. No employee, agent or representative of the parties is authorized to modify any of the Terms and Conditions, other than those previously named. All Terms and Conditions, including but not limited to Limitations of Liability contained herein, shall apply to our agents and their contracting carriers.
- D. If requested, we will provide the shipper with a copy of the Waybill, Bill of Lading, or other non-negotiable shipping document on which the shipment was tendered to us. A charge of \$5.00 per copy will be assessed for this service, except there will be no charge when the copy is provided in defense of a written claim.
- E. The contents of all shipments must be indicated by accurate description on the Waybill.
- F. The number of pieces included in a shipment must be specified on the Waybill.
- G. The dimensions and weight of the shipment must be entered on the Waybill by the shipper. If omitted, or entered incorrectly, we reserve the right to measure and weigh the shipment and apply appropriate density and oversize shipment surcharges. Shipments may be re-weighed at origin or destination.
- H. If the service level is omitted on our Waybill, AWC will assume the shipment to be Priority, and it will be rated accordingly.
- I. The US Department of Transportation, Transportation Security Administration (TSA), which governs the air industry, has instituted regulations and amendments that govern the movement of cargo on air carriers. Allstates WorldCargo is in full compliance with all applicable TSA regulations and amendments. All shippers for air services must comply with all Allstates WorldCargo requirements, and TSA regulations and amendments. If these requirements, regulations and amendments are not met, then we cannot ensure service levels, and we will have to use alternate means to transport your shipment(s). Any questions please contact your local Allstates WorldCargo office, Customer Service Division.

**28. Severability**

If any part of these terms is or becomes unenforceable, this will not affect the enforceability of any other part.

**29. Governing Law**

These terms and conditions of carriage and any contract concluded which incorporates these terms shall be governed by the laws of the state of New Jersey.