



ADCOM WORLDWIDE®

WORLDWIDE TRANSPORTATION SERVICES
www.adcomworldwide.com

FOR ASSISTANCE CALL

AIR WAYBILL NO.

NON-NEGOTIABLE AIR WAYBILL SUBJECT TO CONDITIONS OF CONTRACT ON REVERSE

F R O M S H I P P E R	COMPANY		T O C O N S I G N E E T H I R D P A R T Y	COMPANY		SHIP DATE			
	ADDRESS			ADDRESS		ORIGIN CODE			
	ADDRESS			ADDRESS		DESTINATION CODE			
	CITY / STATE / ZIP			CITY / STATE / COUNTRY / ZIP		BILL CHARGES TO (SHIPPER UNLESS SPECIFIED) <input type="checkbox"/> SHIPPER <input type="checkbox"/> CONSIGNEE <input type="checkbox"/> THIRD PARTY <input type="checkbox"/> OTHER (SPECIFY)			
	SENDER'S NAME	PHONE		ATTENTION	PHONE				
	SHIPPER REFERENCE	SHIPPER ACCOUNT NO.		RECIPIENT REFERENCE	RECIPIENT ACCOUNT NO.				
	INSURED VALUE - (ALL RISK) \$			DECLARED VALUE - (Subject To Carrier Negligence) \$		COMPANY		FREIGHT	
	SPECIAL INSTRUCTIONS/SERVICES REQUIRED			Additional charges apply. Insured value above \$100,000 or a declared value over \$50,000 require prior approval. When no excess value is insured or declared, liability is limited domestically to \$50.00 or \$.50/LB, whichever is greater and internationally to 17 SDR, subject to terms and conditions of contract on reverse. Itemized valuation list is required for multiple piece shipments.		ADDRESS		PICKUP	
						ADDRESS		DELIVERY	
						CITY / STATE / ZIP		DECLARED VALUE FEE	
AUTHORIZED BY			ACCOUNT NO.			INSURANCE FEE			
SPECIAL DELIVERY BY _____									
S E R V I C E	<input type="checkbox"/> FIRST FLIGHT OUT <input type="checkbox"/> 9 AM <input type="checkbox"/> NEXT DAY <input type="checkbox"/> 2ND DAY <input type="checkbox"/> 3RD DAY <input type="checkbox"/> 3 - 5 DAY <input type="checkbox"/> LETTERPAK <input type="checkbox"/> LOCAL <input type="checkbox"/> SATURDAY <input type="checkbox"/> INTERNATIONAL <input type="checkbox"/> OTHER (SPECIFY) _____						OTHER		
							ADVANCES		
PIECES	LENGTH	WIDTH	HEIGHT	DESCRIPTION OF CONTENTS OR NMFC ITEM NO./CLASS-HAZARDOUS MATERIAL MUST BE NOTED			WEIGHT	SHIPPER'S C.O.D.	
	X	X						<input type="checkbox"/> CASHIERS CHECK <input type="checkbox"/> COMPANY CHECK	
	X	X						CONDITIONS ON REVERSE APPLY C.O.D. AMOUNT	
	X	X						C.O.D. FEE	
	X	X						FUEL & SECURITY	
SHIPPER SIGNATURE (CONDITIONS ON REVERSE APPLY) X				TOTAL PIECES		TOTAL WEIGHT		TOTAL	
RECEIVED BY CONSIGNEE IN GOOD ORDER EXCEPT AS NOTED BY			PRINTED NAME			DATE	TIME	DRIVER INITIALS	
SIGNATURE X									
AIR WAYBILL NO.		PICKED UP FOR ADCOM BY		DATE	TIME	NO. PIECES	LOCATION ____ DOCK ____ FRONT DESK ____ OTHER		
		X							

CONDITIONS OF CONTRACT

1. By tendering the shipment described herein for transportation, shipper, for himself and all other parties at any time having an interest in the goods, agrees to these Conditions of Contract, which no agent or employee of the parties may alter. This waybill is NON-NEGOTIABLE for all DOMESTIC and INTERNATIONAL shipments and has been prepared by shipper or on shipper's behalf by Carrier.

2. As used in this Contract, "Carrier" means Adcom Express, Inc. or the Adcom Worldwide station performing services to shipper, and all surface and air carriers that carry or undertake to carry the goods hereunder or perform any other services incidental to such carriage. Franchised and/or licensed Adcom Worldwide stations are owned and operated by independent businesses. Adcom Express, Inc. disclaims any liability for the acts, errors or omissions of its franchisees or licensees.

3. Shipper warrants that: (a) it is either the owner or authorized agent of the owner of the goods and that it is accepting these Conditions of this Contract not only for itself, but also as agent for and on behalf of the owner; (b) the description and particulars of any goods furnished by or on behalf of shipper are complete and accurate; (c) all goods have been properly and sufficiently prepared, packed, labeled and/or marked appropriate for any operations or transactions affecting the goods and characteristics of the goods; (d) the goods do not comprise or contain any explosive, incendiary or other device, hazardous substance or weapon which may endanger life or the safety of any transport conveyance or which may cause or is likely to cause loss, damage, injury to or death of any person or property; and (e) the goods do not contain any dangerous or hazardous materials within the meaning of the most current IATA Dangerous Goods Regulations ("Regulations") and shipper will not tender such goods to Carrier without obtaining Carrier's prior written consent. Where such consent is granted, shipper warrants that all such goods are packed, marked, and labeled and otherwise meet all documentation requirements and provisions of the Regulations and it has complied with all statutes, rules and regulations of any and all governments and governmental agencies governing its activities.

4. (a) It is mutually agreed that the shipment described herein is accepted for carriage on the date hereof in apparent good order (except as noted), subject to governing rates, rules and classifications stated in the most recent rules and regulation tariff of Carrier. Said rates, rules and classifications are available for inspection by the parties hereto and are hereby incorporated into and made part of this Contract. (b) To the extent not in conflict with the foregoing, carriage hereunder and all other other services performed by each Carrier are subject to (i) applicable laws, government regulations, orders and requirements; (ii) provisions herein set forth; and (iii) applicable tariffs, rates, rules, regulations and timetables (but not the times of departure and arrival therein) of such Carrier.

5. Carrier undertakes to complete the carriage hereunder with reasonable dispatch. Carrier may substitute alternate carriers or aircraft and may without notice and with due regard to the interests of the shipper substitute other means of transportation. Carrier is authorized by shipper to select the routing and all intermediate stopping places it deems appropriate or to change or deviate from any routing instructions shown on the face hereof. For international air shipments, Carrier reserves the option to act as an agent of the airline instead of as a Carrier, in which event the direct airline's tariffs shall apply.

6. All shipments are subject to being opened and inspected by the Carrier. No liability shall attach to Carrier if Carrier refuses to carry a shipment based on a good faith determination of what it understands to be the applicable law, regulation, demand, order or requirement.

7. Carrier reserves the right to reject any goods of a dangerous or damaging nature, any security classified cargo, and any goods subject to the Arms Export Control Act. If such goods are accepted and then in the opinion of Carrier it decides that such goods constitutes a risk to other shipments, property, life or health, Carrier reserves the right at the expense of shipper to remove or otherwise deal with the goods. Shipper will be responsible for the suitable reception, handling, and storage of such cargo in accordance with the Regulations and all other international, federal, state and local ordinances, regulations and instruments.

8. Shipper hereby indemnifies and holds Carrier harmless from and against any and all liabilities, claims, losses, costs, damages, and expenses arising out of or related to: (a) shipper's or its agents' breach of, or failure to observe or perform any of, the warranties contained herein; (b) the negligence of shipper or its agents or the violation of any applicable laws or regulations by shipper or its agents; or (c) any and all duties, taxes, levies, fines, penalties and other outlays imposed by any authority in relation to the goods arising out of Carrier acting in accordance with shipper's instructions or in a manner customarily expected of a freight forwarder under the circumstances.

9. Shipper shall comply with all applicable laws and other government regulations of any jurisdiction to, from or through which the shipment may be carried, including those relating to the packaging, carriage or delivery of the shipment, and shall furnish such information and attach such documents to this waybill as may be necessary to comply with such laws and regulations. Carrier shall not be obligated to inquire into the correctness or sufficiency of such information or documents. Carrier shall not be liable to shipper for damage, delay, loss or expense due to the shipper's failure to comply with this provision.

10. Shipment is subject to charges for actual or dimensional weight in accordance with Carrier's applicable rules. In case of loss or damage, the weight to determine Carrier's limit of liability shall be only the actual weight of the package or packages or a pro rata share in the case of a partial shipment loss or damage.

11. Subject to the conditions herein, Carrier shall be liable for the goods for the period they are in its charge or the charge of its agent. Carrier's transportation rates and/or insurance/declared value charges are established based on these Conditions of Contract, including the limitations of liability provided herein. PRIOR WRITTEN AUTHORIZATION BY THE ADCOM EXPRESS, INC. OR ADCOM WORLDWIDE CORPORATE OFFICE is required for shipments with a declared value over \$50,000 or having an insured value in an amount above \$100,000.

12. For domestic shipments not having a declared value at the time of shipment, the total liability of Carrier shall in no event exceed \$.50 per pound of each piece of the shipment which may have been lost or damaged (but not less than \$.50 per shipment) or the actual value of such piece, whichever is less, plus the amount of any transportation charges for which shipper may be liable. For international air shipments not having a declared or insured value declared at time of shipment, the total liability of Carrier shall in no event exceed 17 Special Drawing Rights (SDR) per lost or damaged kilogram. The value of 1 SDR is as determined by the International Monetary Fund at the date of judgment as converted into national currency in round figures under applicable law.

13. For shipments having a declared or insured value on the waybill prior to acceptance by Carrier, the total liability of Carrier shall in no event exceed the declared or insured value of the shipment/piece or the actual value of the shipment/piece, whichever is less, plus the amount of any transportation charges for which shipper may be liable. An additional charge will apply for shipments having a declared or insured value as stated in the most recent tariff of Carrier. (a) Insurance on used equipment must have prior written authorization from Carrier. The value of any approved used equipment will be based on current market value. Carrier will not be responsible for mechanical derangement unless resulting from a peril covered under Carrier's open policy. (b) Carrier's maximum liability for any ENVELOPE or LETTERPAK is \$25.00. (c) Exclusions: Carrier will not be responsible for loss or damage of accounts, bills or money, antiques, deeds, evidence of debt, notes, securities, negotiable instruments, bonds, jewels, watches, perishables, precious stones, live plants or animals, original works of art or artwork, glass, neon signs, lighting fixtures, data from any media, personal effects (new or used), wearing apparel (used), computer or electronic equipment (other than physical damage), or any types of models or prototypes. (d) If the sum entered on the face of the waybill as "Declared Value for Carriage" represents an amount in excess of the applicable limits of liability referred to in these Conditions, and if shipper has paid any supplementary charge that may be required by Carrier's tariffs, this shall constitute a special declaration of value for the Carrier's limit of liability.

14. Carrier's liability for claims must be a direct result of Carrier's negligence. Payment of any claim shall be subject to proof of actual loss or damages suffered. Claims must contain a copy of the original purchase invoice and other documentation reasonably requested by Carrier. Carrier shall not be liable in any event for any consequential or special damages resulting from any damage or loss whether or not Carrier had knowledge that such damages might be incurred. Carrier shall not be liable for shipment

and/or consequential 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, quarantine, riots, authority of law, unavailability in whole or in part of aircraft fuel, strikes, civil commotions or hazards or dangers incident to the state of war or nuclear risk. (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 of any of the rules contained in these Conditions of Contract, including, but not limited to, improper description of commodities, improper or insufficient packaging, securing, marking, or addressing and failure to observe any of the rules relating to shipments not acceptable only under certain conditions. (e) unavailability of equipment or space therein. (f) compliance with delivery instructions from the shipper or consignee or non-compliance with special instructions from the shipper or consignee not authorized by Carrier's rules. (g) shortage of articles loaded and sealed in containers by the shipper provided the seal is unbroken at the time of delivery and the container retains its basic integrity. (h) failure of Carrier to pick-up, transport or deliver shipment by a stipulated date or time.

15. Notice of arrival of goods will be given to the consignee or to the person indicated on the face hereof as the person to be notified. On arrival of the goods at the place of destination, subject to the acceptance of other instructions from the shipper prior to arrival, delivery will be tendered to consignee. If the consignee declines to accept the tender of goods, or cannot be communicated with, disposition will be made in accordance with instructions of the shipper. Shipper shall be liable for all costs in either returning the shipment or warehousing the shipment pending its disposition or both. When no delivery signature is required, shipper releases Carrier from all liability from any loss or damage claim for the shipment. 16. Except as provided in the following paragraph below, 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 order and condition. If loss or damage is found, a notation must be entered on the delivery manifest which accurately reflects the nature and extent of the damage.

17. (a) If loss, damage, misdelivery or nondelivery occurs during land or domestic air carriage, unless written notice of any exception to the condition of the goods is made at the time of delivery, Carrier shall not be liable for any loss, damage or expense incurred by shipper, consignee or other claimant. If loss or damage the notice period is extended to seven (7) days from date of delivery. No claim shall be considered in the case of loss, damage, concealed or noted unless presented in writing to Carrier within nine (9) months from receipt of the goods. (b) If loss, damage, misdelivery or non-delivery occurs before, during or after international carriage by air, Carrier must be notified in writing of loss, damage or other expense incurred by the shipper, consignee or other claimant: (i) in the case of visible damage or concealed loss or damage to the goods, immediately after discovery of the damage and at the latest within fourteen (14) days from receipt of the goods, with privilege to Carrier to make inspection of the shipment and container within 30 days after receipt of such notice. While awaiting inspection by Carrier, the consignee must hold the shipping container and its contents in the same condition as received insofar as it is possible to do so: (ii) in the case of non-delivery or misdelivery of the goods, within one hundred and twenty (120) days from the date of issue of the waybill. (c) All claims are subject to proof of value. After filing a claim, all documents required to support the claim must be in Carrier's possession within thirty (30) days from the date of Carrier's acknowledgment letter unless waived or extended by Carrier. Failure to submit all supporting documents within this time limitation will result in denial of the claim. No claim with respect to any Shipment will be entertained until all transportation and other related charges have been paid to Carrier. Shipper may not deduct the amount of any claim from these charges.

18. Carrier shall not be liable in any action brought to enforce a claim unless the claimant has complied with Carrier's claim procedures. Any rights to damage against Carrier shall be extinguished unless an action is brought within two years from the date written notice is given that Carrier has disallowed the claim in whole or in part or two years from the date on which transportation stopped when involving an international air shipment.

19. If delivery of the goods or any part thereof is not accepted by the consignee of the shipment or any person acting on its behalf at the time and place when and where Carrier is entitled to call upon the consignee to take delivery thereof, Carrier shall be entitled to store the goods or any part thereof in suitably protective storage. In such event the liability of Carrier with respect to the stored goods or that part thereof excepting negligence on the part of Carrier shall cease and the cost of such storage if paid for or payable by Carrier or any agent of Carrier shall immediately be paid by shipper to Carrier upon demand. Carrier shall be entitled to return the said undelivered goods to the location from which the goods originated at the request and expense of shipper. If after ten (10) days no instructions have been given by shipper to return the goods or to have them destroyed, Carrier shall have the option of returning the goods or disposing of them at shipper's expense.

20. Any exclusion or limitation of liability applicable to Carrier shall apply to and be for the benefit of Carrier's agents, servants and representatives and any person whose equipment is used by Carrier for carriage and its agents and representatives. For purposes of this provision, Carrier acts herein as agent for all such persons.

21. If insurance is requested by shipper and if the appropriate premium is paid and these facts are recorded on the face hereof, the goods covered by this waybill are insured under an open policy of an underwriter chosen by Carrier for the amount requested as set forth on the face hereof (recovery being limited to the actual value of the goods lost or damaged provided that such amount does not exceed the insured value). The insurance is subject to the terms, conditions and coverage (from which certain risks are excluded) of the open policy, which is available for inspection at the corporate office of the Carrier by the interested party. Should an insurer dispute its liability for any reason, the insured shall have recourse against the insurer only and the Carrier shall not be under any responsibility or liability in relation thereto. Claims under such policy must be reported in writing immediately to an office of Carrier. All claims are subject to proof of value.

22. Shipper must enter the amount of any shipper's C.O.D., which shall be collected subject to a fee, and rules of the delivering Carrier. Under no circumstance will Carrier be responsible for the form of payment by the consignee unless specifically requested in writing on the face of the waybill. Carrier will not be liable for any fraudulent or apparent certification of checks. Applicable charges for handling a C.O.D. shipment will apply as stated in the most recent tariff of Carrier.

23. Shipper, consignee, owner and current possessor of goods shall be liable, jointly and severally, to pay or indemnify Carrier for all claims, fines, penalties, damages, costs or other sum which may be incurred, suffered or disbursed by Carrier by reason of any violation of any of the rules contained in the tariff of Carrier or any other default of the shipper or such other parties with respect to a shipment, including all unpaid charges (including reasonable attorneys' fees) payable to Carrier on account of any shipment. Carrier shall have a lien on the shipment for sums due and payable.

24. This contract of carriage shall be binding upon the shipper and consignee and the carriers by whom transportation is undertaken between the points of origin and destination, including any reconsignment or return of the shipment, and shall inure to the benefit of any other person, firm or corporation performing for the Carrier any pick-up, delivery or other ground service in connection with the shipment.

25. The Warsaw Convention, as amended by the Montreal Protocol No. 4 and the terms and conditions of Carrier's waybill shall govern all international air shipments. The Carriage of Goods by Sea Act shall govern all ocean shipments.

26. The United States District Court for the District of Minnesota shall determine disputes arising under this waybill.

27. The terms of the waybill shall be severable, and, if any part or term hereof shall be held invalid, such holding shall not affect the validity or enforceability of any other part or term hereof.

Adcom Worldwide Conditions of Contract are subject to change. Please refer to our website at www.adcomworldwide.com for current Conditions of Contract.