

Conditions of Contract & Carriage,

1. In tendering the shipment described on any Hawaii Air Cargo Bill of Lading, Shipper agrees to this conditions of contract, which no agent or employee of the parties may alter, and that this Bill of Lading is non-negotiable and has been prepared by him or on his behalf by agent or carrier.
2. It is mutually agreed that the shipment described is accepted in the date on the air bill in apparent good order (except as noted) for carriage as specified herein, subject to governing classifications and tariffs in effect as of the date hereof which are filed in accordance with law. Said classification and tariffs are available for inspection by the parties hereto and are hereby incorporated into and made part of this contract.
3. **Part A** – Carriers maximum liability is agreed and understood to be .50 per pound multiplied by the number of pounds (or fraction thereof) of each piece(s) of the shipment which may have been lost, damaged or destroyed, unless a higher value is declared herein and applicable charges paid thereon. **B.** Carrier will not insure, or be responsible for any forms of artwork, glass, tile, marble or personal effects. **C.** Carrier will not participate in concealed damage claims or claims due to improper packaging or no packaging. **D.** In the event a higher value is declared a charge of .50 per #100.00 or fraction there shall be assessed. Maximum of \$100,000.00 per AIRBILL.
4. Shipper must enter amount of any shipper's COD which shall be collected and subject to the fee and rules of the delivering carrier.
5. Delivery will be made by the following delivering carrier to the consignee to the Consignee at a point where delivery services is available at applicable tariff charges unless instructions to deliver at city terminal or airport terminal are specified by Shipper/Comments under Special Instructions.
6. Shipment is subject to charges of actual or dimensional weight whichever is greater in accordance with applicable tariff rules. All freight subject to dim and/or weight corrections.
7. International air carriage (as defined in Air Carriers tariff is subject to the rules relating to liability established by the Convention for the Unification of Certain Rules relating to International Air Carriage, signed at Warsaw, October 12, 1929. Agreed stopping places are those places other than the origin or destination airports shown under Origin and Routing and whose address is the airport of departure shown under ORIGIN unless otherwise specified herein. Carrier's name and address, or both may be abbreviated in accordance with abbreviations explained in Carrier's tariffs or timetables.
8. To expedite movement, shipment may be diverted to motor or other carrier as per tariff rules unless shipper gives other instruction hereon.
9. Rates, Rules & Classification set forth in recent, which is available from Hawaii Air Cargo upon request.
10. The shipper and the consignee shall be liable, jointly or severally, (i) for all unpaid charges payable on account of a shipment pursuant to this contract, and (ii) to pay or indemnify Carrier for all claims, fines, penalties, damages, cost or other sums which may be incurred by Carrier by reason for any violation of this contract or any other default.