WAYBILL TERMS OF CARriage

SUPPLEMENTAL TERMS FOR INTERNATIONAL AIR CARRIAGE

NOTICE CONCERNING CARRIER’S LIMITATION OF LIABILITY—If the carriage involves an ultimate destination or stop in a country other than the country of departure, the Montreal Convention or the Warsaw Convention apply, and such country gives notice of its intention to be bound by the Convention, then this document is to be read and construed in accordance with the provisions of the Convention applicable to such country, and the limitation of liability of the Carrier will be that of the Convention.

1. In this contract and the Notices appearing herein: "CARRIER" includes Sudath Global Logistics, LLC, its affiliated companies, and every agent, representative or subcontractor of any of the parties, who or which undertakes to carry the cargo or perform any other service related to, or incidental to, such carriage.

2. The Shipper warrants it has the authority of any and all parties having any interest in the cargo to enter this contract on their behalf. In tendering the cargo described herein for carriage, shipper agrees to the conditions of this contract and that the Waybill is non-negotiable unless otherwise clearly marked and agreed by Carrier in writing prior to shipment.

3. All provisions herein shall govern to the fullest extent permissible under any national law or international convention which may apply by force of law. In the event one or more provisions herein should for any reason be held illegal, unenforceable, or void, the remaining provisions shall be unaffected. Nothing in this waybill contract-for-cargo shall be considered a waiver of any rights or remedies under applicable law and the remaining provisions shall survive unaffected. In the event the Shipper or its agent has caused or allowed the cargo to be damaged, lost, or otherwise incurred by Carrier by reason of breach of this contract or other cause not exclusively attributable to Carrier, charges may be reversed to the responsible party if shipment is refused or payment is not made by the original billing party. Claims for overcharges and duplicate billing shall be reported in writing to Carrier within one year from the date of delivery or the date the cargo should have been delivered.

4. To the extent applicable, the Warsaw Convention and the Montreal Convention applies to international air carriage.

5. The liability of Carrier will be that of a warehouseman.

6. In the event carriage under this waybill includes a period or segment of carriage not governed by the Warsaw Convention, Montreal Convention, or any successor statute(s), such segment of carriage shall be governed by the International Air Convention.

7. The shipper guarantees payment of all charges for the carriage due in accordance with Carrier’s tariff, rules about Carrier’s right to refuse to carry or to change the terms of the contract, and any rights, if any, of the Carrier to change the terms of the contract.

8. Any exclusion or limitation of liability applicable to Carrier shall apply to Carrier’s agents, employees, and representatives.

9. Carrier undertakes to complete the carriage with reasonable dispatch. The Carrier shall be permitted in its discretion to use alternative carriers, equipment and also modes of transportation and may make such change or deviation from the routing shown on the face hereof.

10. The shipper waives Carrier’s liability for damages caused by concealed damage or defects in the cargo, any loss, damage, or shortage shall be considered to have occurred during the course of such international air transportation subject to the exceptions of the Warsaw Convention and the Montreal Convention, government regulations, orders and requirements.

11. Shipper shall comply with all applicable laws and government regulations of any country to or from which the cargo may be carried, including those relating to the packing, carriage or delivery of the cargo, and shall furnish the Carrier with all information necessary to ensure compliance with such laws and regulations. Carrier is not liable to shipper and shipper shall indemnify Carrier for loss or expense due to shipper’s failure to comply with this provision.

12. No agent, employee or representative of Carrier has authority to alter, modify or waive any provisions of this contract.

© 2016, Rev. BMCAP16MC