

**THIS AGREEMENT IS FOR INTERNATIONAL AIR TRANSPORTATION ONLY.  
NOTICE REGARDING TAGGART INTERNATIONAL, LTD.'S LIMITATION OF LIABILITY**

If the carriage involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention or the Montreal Convention may be applicable to the liability of Taggart International, Ltd., and of its subsidiaries, affiliates and related companies, agents, and Carriers (hereinafter "Carrier") in respect of loss of, damage or delay to cargo. Depending on the applicable regime, and unless a higher value is declared, liability of Carrier may be limited to 19 Special Drawing Rights per kilogram converted into national currency under applicable law. Carrier's limitation of liability in accordance with those conventions shall be as set forth herein in paragraph 4, unless a higher value is declared in advance by the shipper and a supplementary charge paid if required.

**CONDITIONS OF CONTRACT:**

1. As used in this contract and the notices appearing hereon:

- 1.1. "Carrier" means Taggart International, Ltd., the air Carrier issuing this air waybill and all Carriers that carry or undertake to carry the cargo or perform any other services related to or incidental to such carriage.
- 1.2. "Special Drawing Right (SDR)" is a Special Drawing Right as defined by the International Monetary Fund and may fluctuate in value.
- 1.3. "Warsaw Convention" means whichever of the following instruments is applicable to the contract of carriage: (a) the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929; (b) that Convention as amended at The Hague on 28 September 1955; or (c) that Convention as amended at The Hague 1955 and by Montreal Protocol No. 1, 2, or 4 (1975) whichever may be applicable.
- 1.4. "Montreal Convention" means the Convention for the Unification of Certain Rules for International Carriage by Air, done at Montreal on 28 May 1999.
- 1.5. "Merchant" includes the Shipper, Consignee, Receiver, Holder of the Bill of Lading, Owner of the cargo or Person entitled to the possession of the cargo or having a present or future interest in the Goods and the servants and agents of any of these, all of whom shall be jointly and severally liable to the Carrier for the payment of all charges, and for the performance of the obligations of any of them under this Bill of Lading.
- 1.6 "Freight" includes all charges payable to the Carrier in accordance with the Applicable Tariff and this Bill of Lading.

2. 2.1 Carriage hereunder is subject to the rules relating to liability established by the Warsaw Convention or the Montreal Convention unless such carriage is not "international carriage" as defined by the applicable Convention.  
2.2 To the extent not in conflict with the foregoing, carriage and other services performed by Carrier and by each Carrier are subject to:

- 2.2.1 Applicable laws (including national laws implementing the applicable Convention) and government regulations, orders and requirements;
- 2.2.2 Provisions contained in the air waybill and herein set forth; and
- 2.2.3 Carrier's conditions of carriage and related rules, regulations, and timetables (but not the times of departure and arrival stated therein) and Carrier's applicable tariffs, which are made part hereof, and which may be inspected at any airports or other cargo sales offices from which it operates regular services. The conditions of carriage include, but are not limited to:
  - 2.2.3.1 Limits on the Carrier's liability for loss, damage or delay of goods, including fragile or perishable goods;
  - 2.2.3.2 Claims restrictions, including time periods within which Merchant must file a claim or bring an action against the Carrier for its acts or omissions, or those of its agents;
  - 2.2.3.3 Rights, if any, of the Carrier to change the terms of the contract;
  - 2.2.3.4 Rules about Carrier's right to refuse to carry;
  - 2.2.3.5 Rights of the Carrier and limitations concerning delay or failure to perform service, including schedule changes, substitution of alternate Carrier or aircraft and rerouting.

3. The agreed stopping places (which may be altered by Carrier or any Carrier in case of necessity) are those places, except the place of departure and place of destination, set forth on the face hereof or shown in Carrier's timetables as scheduled stopping places for the route. Carriage to be performed hereunder by several successive Carriers is regarded as a single operation.

4. For carriage to which neither the Warsaw Convention nor the Montreal Convention applies, Carrier's liability limitation shall not be less than the per kilogram monetary limit set out in Carrier's tariffs or general conditions of carriage for cargo lost, damaged or delayed, provided that any such limitation of liability in an amount less than 19 SDR per kilogram will not apply for carriage to or from the United States.

5. 5.1 Except when Carrier has extended credit to the consignee against the written instructions of the Merchant, Merchant guarantees payment of all charges for the carriage due in accordance with Carrier's tariff, quotation for service, conditions of carriage and related regulations, applicable laws (including national laws implementing the Warsaw Convention and the Montreal Convention), government regulations, orders and requirements.  
5.2 When no part of the consignment is delivered, a claim with respect to such consignment does not have to be considered until transportation charges thereon are paid.

6. 6.1 For cargo accepted for carriage, the Warsaw Convention and the Montreal Convention permit Merchant to increase the limitation of liability by declaring a higher value for carriage and paying a supplemental charge, which will be required.  
6.2 In carriage to which neither the Warsaw Convention nor the Montreal Convention applies Carrier shall, in accordance with the procedures set forth in its general conditions of carriage and applicable tariffs, permit Merchant to increase the limitation of liability by declaring a higher value for carriage and paying a supplemental charge if so required.

7. 7.1 In cases of loss of, damage or delay to part of the cargo, the weight to be taken into account in determining Carrier's limit of liability shall be only the weight of the package or packages concerned.  
7.2 Notwithstanding any other provisions, for "foreign air transportation" as defined by the U.S. Transportation Code:

- 7.2.1 In the case of loss of, damage or delay to a shipment, the weight to be used in determining Carrier's limit of liability shall be the weight which is used to determine the charge for carriage of such shipment; and
- 7.2.2 In the case of loss of, damage or delay to a part of a shipment, the shipment weight in 7.2.1 shall be prorated to the packages covered by the same air waybill whose value is affected by the loss, damage or delay. The weight applicable in the case of loss or damage to one or more articles in a package shall be the weight of the entire package.

8. Any exclusion or limitation of liability applicable to Carrier shall apply to and be for the benefit of Carrier's agents, servants, Carriers, employees, and representatives and to any person whose aircraft, equipment, or other form of conveyance is used by Carrier for carriage and such person's agents, employees and representatives. For purposes of this provision Carrier acts herein as agent for all such persons. Every Carrier party shall be entitled to the same rights, exemptions and/or limitations of liability, defenses and immunities to which Carrier is entitled. It is expressly intended that all Carrier parties and subcontractors (and subcontractor's subcontractors) shall have the benefit of these Terms and Conditions.

9.1 Carrier undertakes to complete the carriage with reasonable dispatch. Where permitted by applicable laws, tariffs and government regulations, Carrier may use alternative Carriers, aircraft or modes of transport without notice but with due regard to the interests of Merchant. Carrier is authorized by Merchant to select the routing and all intermediate stopping places that it deems appropriate or to change or deviate from the routing shown on the face hereof.  
9.2 If Merchant requests motor Carrier service or if Carrier decides that Merchant's shipment should be transported by motor carriage than air for all or part of the transportation, Carrier shall arrange with authorized motor Carrier(s) to perform such transportation, which shall be done either as exempt carriage as defined by 49 U.S.C. Section 13506(a)(8), or, if not exempt, as "contract carriage" within the meaning of 49 U.S.C. 13102(4)(B) on the same cargo liability limitations and terms as contained in these Conditions. Merchant expressly waives all rights and remedies it may have to Carrier and is subcontractor motor Carriers under 49 U.S.C. Subtitle IV, Part B (excluding Section 13703, 13706, 14101 and 14103) to the full extent permitted by 49 U.S.C. Section 14101(b)(1), each as amended from time to time.

10. Receipt by the person entitled to delivery of the cargo without complaint or notation on the delivery documentation shall be prima facie evidence that the cargo has been delivered in good condition and in accordance with the contract of carriage.  
10.1 In the case of loss of, damage or delay to cargo a written complaint must be made to Carrier by the person entitled to delivery or by Merchant. Such complaint must be made:

- 10.1.1 In the case of damage to the cargo, immediately after discovery of the damage and at the latest within 14 days from the date of receipt of the cargo;
- 10.1.2 In the case of delay, within 21 days from the date on which the cargo was placed at the disposal of the person entitled to delivery.

10.1.3 In the case of non-delivery of the cargo, within 120 days from the date of issue of the air waybill, or if an air waybill has not been issued, within 120 days from the date of receipt of the cargo for transportation by Carrier.  
10.2 For the purpose of 10.1, complaint in writing must be made to Carrier regardless of the Carrier whose air waybill was used, and regardless of those Carriers that were the first Carrier, the last Carrier or the Carrier who performed the transportation during which the loss, damage or delivery took place.

- 10.2.1 Address for Notice and Claims: All communications regarding a claim, including for loss, damage and any disputed debts and instruments tendered as full satisfaction of a debt are to be sent in writing to Carrier International, Ltd., 5900 NW 97<sup>th</sup> Avenue, C5-C8, Doral, Florida, 33178, ATTN: Claims Manager.
- 10.2.2 Merchant shall not offset claims against amounts owed to Carrier on its invoices.
- 10.3 Unless a written complaint is made within the time limits specified in 10.1 and the notice requirements specified in 10.2, no action may be brought against Carrier.
- 10.4 Any rights to damages against Carrier shall be extinguished unless an action is brought within two years from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped. In the event Merchant files an action against Carrier, Merchant hereby consent to any Carrier-instituted transfer of such action to any other venue in which Carrier is a party or subsequently becomes a party to an action concerning loss, damage or delay to the cargo that is the subject of Merchant's action.
- 10.5 No Consequential Damages. In no event shall Carrier be liable for any special, incidental, consequential, punitive, exemplary, or non-compensatory damages or for restitution or disgorgement. Such excluded damages include but are not limited to, loss of profits or loss of market, loss of income, damages arising from loss, attorney's fees, wrong delivery, delayed delivery or failure to attempt delivery, whether or not Carrier had knowledge that such damages or losses might occur.

11. Compliance with Laws. Merchant 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 such information and attach such documents to the air waybill as may be necessary to comply with such laws and regulations. Carrier is not liable to Merchant shall jointly and severally indemnify Carrier for loss or expense due to Merchant's failure to comply with this provision.

12. Waiver. No agent, employee or representative of Carrier has authority to alter, modify or waive any provisions of this contract. No waiver by Carrier of any of this contract, or failure by Carrier to perform any of this contract, shall be deemed to be a waiver by Carrier of any other term or condition of this contract.

13. Pick-up and Delivery Times. Due to the inherent nature of the transportation business, Carrier does not guarantee pick up, transportation, or delivery by a stipulated time.

14. Insurance. Insurance is available to Merchant upon request only. The amount and type of available coverage is based on Carrier's open cargo insurance policy in effect on the date of the shipment. In order to obtain coverage under that policy, the Merchant must either properly complete the insurance section on the face of the air waybill and pay the additional charges or pay Carrier separately for such insurance. Failure to insert a full value insurance amount or separately declare such insurance coverage intentions shall reduce any insurance payment proportionately. NOTWITHSTANDING ANYTHING IN THIS CONTRACT TO THE CONTRARY, INSURANCE PROCEEDS SHALL BE LIMITED TO THE SUM OF THE ACTUAL COST TO THE MERCHANT OF THE DAMAGED OR LOST CARGO SHIPPED AND FREIGHT CHARGES. Insurance coverage and/or special insuring conditions are subject to the insurance section and related coverage and will be limited thereby.

15. Duties, Taxes & Charges. Carrier is authorized (but shall be under no obligation) to advance any duties, taxes or charges and to make any disbursements with respect to the cargo, and the Merchant, Merchant shall be jointly and severally liable for the reimbursement thereof. Carrier shall be under no obligation to incur any expense or to make any advance in connection with the forwarding or re-forwarding of the cargo except against repayment by the Merchant.

16. Shipment Documentation & Merchant Indemnity. In preparing and submitting export declarations, applications, security filings, documentation and/or other required data, the Carrier relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by Merchant. Merchant shall use reasonable care to ensure the correctness of all such information and shall jointly and severally indemnify and hold Carrier harmless from any and all claims asserted and/or liability or losses suffered, including regulatory-related penalties by reason of the Merchant's failure to disclose information or any incorrect, incomplete or false statement by the Merchant or its agent, representative or contractor upon which Carrier reasonably relied. Merchant hereby acknowledge they have an affirmative non-delegable duty to disclose any and all information required to import, export or enter the shipment in a compliant manner. In the event any Carrier, governmental agency, or other person makes a claim or institutes legal action against Carrier for air, motor, or other cargo revenue, fees, commissions, duties, fines, penalties, direct or indirect losses, actual or consequential, or liquidated damages, restitution, disgorgement, or other monies arising out of a shipment of cargo of Merchant, Merchant jointly and severally agrees to defend, indemnify, and hold harmless Carrier for any amount Carrier incurs, including reasonable attorney's fees, even those of in-house counsel, and other expenses in defending against such claim or legal action and in obtaining reimbursement from Merchant. The confiscation or detention of the cargo by any government agency shall not diminish the obligation of Merchant to Carrier to pay, promptly on demand, all amounts owed under this paragraph or other charges or monies due.

17. Inspection & Security. All shipments are subject to inspection by Carrier, by Carrier's Carriers, and by any duly authorized government entities, including but not limited to the U.S. Transportation Security Administration, U.S. Customs and Border Protection, and/or any like entities in the U.S. or in foreign countries. Notwithstanding the foregoing right to inspect shipments, Carrier is not obligated to perform such inspection except as mandated by law. Further, Carrier reserves the right to unilaterally reject any cargo that it deems unfit for transport after inspection and to charge for handling of such cargo and its proper storage and/or disposal.

18. Frustration of Purpose. If, for any reason, it is impossible for Carrier to complete this contract of carriage or if the consignee fails to accept delivery of the goods, Carrier may store the goods at the storage rates provided in its tariffs, or, at its option, may store the goods in a public warehouse, in which event the storage rates charged by such warehouse shall apply. All such charges shall be the joint and several liability of, and paid by, the Merchant.

19. Hazardous Materials & Dangerous Goods. Merchant warrants that the goods are fit for carriage, both for overseas and local transit, and that the goods are properly packaged, labeled, and classified. All hazardous materials and/or dangerous goods shipments shall be limited to the permissible materials and quantities for air transportation as set forth in the U.S. Department of Transportation hazardous materials transportation regulations and the International Air Transport Association (IATA) Dangerous Goods Regulations. Failure to properly classify a shipment as hazardous materials or dangerous goods, including failure to accurately describe on the air waybill or shipping document the hazardous or dangerous nature of the goods, will subject Merchant to liability for all resulting penalties, fines, expenses, losses, or damages whatsoever caused by, or in connection with the goods however arising.

20. Temperature of Humidity Controlled Cargo. Except as agreed to in advance in writing by Carrier, Merchant shall not tender any cargo which requires temperature or humidity control. For all temperature- controlled cargo accepted by Carrier in writing, Merchant shall advise Carrier in writing of the particular temperature range to be maintained. For any perishable cargo transported under this contract, such cargo must be picked up immediately upon arrival. If perishable cargo is insufficiently addressed or marked or otherwise not readily deliverable to consignee, Carrier may sell or otherwise dispose of the undeliverable cargo without any notice to Merchant and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery of such cargo. All charges and expenses arising in connection with the sale or disposal of the cargo shall be the joint and several liability of Merchant.

21. 21.1 Payment Terms. The Merchant shall pay Carrier within 15 days of the invoice date unless otherwise agreed by Carrier in writing. All invoices not paid within 15 days of invoice date or within the longer terms agreed to by the parties, will be subject to a late fee charge of 2.0% per month, or the maximum rate then allowable pursuant to applicable law.

21.2 Collection Expenses. If it becomes necessary for Carrier to utilize a collection agency and/or an attorney to collect any unpaid amount owed, then Merchant per shall be obligated to pay the actual collection agency fees, attorney fees, litigation fees and other expenses, including but not limited to court costs, incurred by Carrier, regardless of whether litigation is actually filed.

21.3 General Lien on any Property. Carrier shall have a general lien on any and all property (and documents relating thereto) now or hereafter within Carrier's possession, care, custody or control or en route as security for all existing and future indebtedness, including any charges due for prior unrelated shipments, invoices or services, performed by Carrier or its Agents or subcontractors, plus any applicable interest or fees as well as any collection costs, including those of in-house counsel's charges to which Carrier was or is entitled under its Terms and Conditions. This lien is in addition to any other rights and remedies Carrier may have under other agreements or applicable law and shall survive delivery or release of any property. Carrier has the right to withhold delivery or release of any property if the responsible party for payment or involved party as Merchant, is in breach of any indebtedness or obligation to Carrier, even if not related to such property. If any such indebtedness or obligation is unsatisfied, Carrier may, in addition to all other rights and remedies of a secured party under the Uniform Commercial Code. Any notice required to be given of a sale or other disposition made at least ten (10) days before a proposed action constitutes fair and reasonable notice. Carrier may refuse to surrender possession of the cargo until all such charges are paid in full. If such amounts remain unpaid for 30 days after Carrier's demand for payment, Carrier may sell such property at public auction or private sale. The proceeds of such sale shall be applied to the amounts owed to Carrier, and any surplus shall be paid to Merchant. Merchant shall remain jointly and severally responsible for any deficiency.

22. Severability. If any provision of this contract shall be declared void, invalid or unenforceable by any court of law or administrative agency, the remaining provisions of this contract shall to the extent permitted by such declaration, remain in full force and effect as though the void, invalid or unenforceable provisions were never a provision of this contract.

23. Logo/Trademark. Merchant shall not use Carrier's name, logo, trademarks or trade names in publicity releases, promotional material, customer lists, advertising, marketing or business generating efforts, whether written or oral, without obtaining Carrier's prior written consent, which consent shall be given at Carrier's sole discretion.

24. GOVERNING LAW, VENUE, JURISDICTION. This contract and any act or contract to which they apply shall be governed by and construed in accordance with United States federal law and Florida state law, as applicable, without regard to the conflicts of law provisions therein, in the state and federal courts located in Miami-Dade County, Florida, to the exclusion of all other courts, and the parties each agree to submit to the personal jurisdiction of that Court. THE SHIPPER, CONSIGNEE AND ANY OTHER PARTY BRINGING A CLAIM AGREE THAT ANY ALL LEGAL ACTIONS BROUGHT BY ANY OF THEM REGARDING OR RELATING TO THIS AIR WAYBILL OR THIS CONTRACT OR TO ANY TRANSPORTATION OF GOODS ARRANGED OR SERVICES PERFORMED BY CARRIER, SHALL EXCLUSIVELY BE SUBMITTED TO THE JURISDICTION OF A STATE OR FEDERAL COURT LOCATED IN MIAMI-DADE COUNTY, MIAMI, FLORIDA UNITED STATES OF AMERICA AND HEREBY IRREVOCABLY CONSENT TO THE PERSONAL AND SUBJECT MATTER JURISDICTION AS NOTED ABOVE AND WAIVE ALL OBJECTIONS THERETO. Where claims are not filed or suits are not instituted within the foregoing provisions, such claims shall be deemed waived.

25. Agreement to Contract. These terms and conditions of service constitute a legally binding contract. Carrier's terms and conditions for Surface Transportation in North America and U.S. Air Transportation, terms and conditions for Ocean Shipments, warehousing services and services provided by Carrier for customers brokerage are provided separately from these Terms and Conditions and are published at [www.taggart-intl.com](http://www.taggart-intl.com). This contract is subject to change by Carrier upon posting on Carrier's website from time to time. The most current and controlling version of the air waybill and this contract are published at [www.taggart-intl.com/taggart-hawb-terms/](http://www.taggart-intl.com/taggart-hawb-terms/) and may differ from the pre-printed terms for the air waybill. Last updated 4/23/2019.