

Date



Bill of Lading #

F R O M	EWC Account #	Shipper's Reference #	T O	EWC Account #	Consignee's Reference #
	Name	Phone		Name	Phone
	Company			Company	
	Address			Address	
	Address			Address	
	City			State/Province	City
Country		Postal Code	Country		Postal Code

3 <sup>RD</sup> P A R T Y	EWC Account #	3 <sup>RD</sup> Party Reference #	Insurance Amount  SUBJECT TO APPROVAL \$ _____ Please indicate amount to be insured above. If no insurance is purchased, Expedited World Cargo's limitation of liability shall be subject to the terms and conditions found on the reverse hereof.  Declared Value For Carriage  DECLARE A HIGHER VALUE \$ _____	<input type="checkbox"/> Prepaid	
	Company			Phone	<input type="checkbox"/> Collect
	Address				<input type="checkbox"/> 3 <sup>RD</sup> Party
	Address				<input type="checkbox"/> GBL/CBL
	City			State/Province	<input type="checkbox"/> Power Track
	Country			Postal Code	<input type="checkbox"/> Credit Card

Pieces	Description	Actual Weight	Dimensions			Dim. Weight
			L	W	H	
			L	W	H	
			L	W	H	
			L	W	H	
			L	W	H	
			L	W	H	
			L	W	H	
			L	W	H	
			L	W	H	

Domestic Services		Special Instructions
<input type="checkbox"/> Same Day	<input type="checkbox"/> Economy (3-5 days)	
<input type="checkbox"/> Next Day	<input type="checkbox"/> Exclusive Use Vehicle	
<input type="checkbox"/> Second Day	<input type="checkbox"/> Air Charter	

International Services		Special Instructions
<input type="checkbox"/> Immediate Export	<input type="checkbox"/> Ocean door-to-door	
<input type="checkbox"/> Air door-to-door	<input type="checkbox"/> Ocean door-to-port	
<input type="checkbox"/> Air door-to-airport	<input type="checkbox"/> Charter Air / Ocean	EIN

Additional Instructions/Services			
<input type="checkbox"/> Dangerous Goods	<input type="checkbox"/> Submit EEI via AES	<input type="checkbox"/> Warehousing/Storage	<input type="checkbox"/> Carnet
<input type="checkbox"/> Perishable	<input type="checkbox"/> License Required	<input type="checkbox"/> Packing/Crating	<input type="checkbox"/> Oversized
<input type="checkbox"/> C.O.D. Collect on Delivery	<input type="checkbox"/> Controlled Items	<input type="checkbox"/> Insurance	<input type="checkbox"/> Inventory Required

Received by EWC		Received by Consignee		Your signature constitutes your agreement to the Terms and Conditions on the back of this Bill of Lading.	Shipper's Authorization (Signature)
Date	Time	Date	Time		Print Name & Date

Form 2210 (2/10) E&P Printing • 305-715-9545

# Terms & Conditions

**Definitions** On this Bill of Lading, "we", "our", "us", and "EWC" refer to Expedited World Cargo, Inc., employees, agents, and independent contractors. "You" and "your" refer to the shipper and its employees, principals, and agents.

**Agreement to terms** By giving us your shipment, you agree to all terms on this Bill of Lading.

**Your Obligations** You warrant that each article in the shipment is properly described on this Bill of Lading and any export/import documents, and properly marked, addressed, and packed to ensure safe transportation with ordinary care in handling. You are responsible for all charges, including transportation charges, and possible surcharges, customs and duties assessments including fees related to EWC prepayment of the same, governmental penalties and fines, taxes, and EWC lawyers' fees and legal costs, related to this shipment.

**Routing and Availability** Transportation of this shipment is subject to availability of equipment and space therein. EWC shall have the right to (i) substitute alternate carriers or other means of transportation; and (ii) select the routing or deviate from that shown on the face hereof. EWC does not guarantee commencement or completion of this shipment within a specified term.

**Responsibility for Payment** All invoices must be paid when service is rendered. We reserve the right to charge interest on any invoice not paid upon completion of services. Even if you provide EWC with different payment instructions, you will always be primarily responsible for all charges, including, but not limited to transportation charges, and possible surcharges, customs and duties assessments including fees related to EWC pre-payment of the same, governmental penalties and fines, taxes, and EWC lawyers fees and legal costs, related to this shipment. You will also be responsible for any costs EWC may incur in returning your shipment to you or warehousing it pending disposition.

**Right to Inspect** Your shipment may, at our option or at the request of governmental authorities, be opened and inspected by EWC or such authorities at any time.

**Compliance with the Law** You are responsible for and warrant your compliance with all applicable laws, rules and regulations, including, but not limited to export laws and government regulations of any country to, from, through or over which your shipment may be carried. You agree to furnish such information as necessary to comply with such laws, rules and regulations. We will not transport any shipment that is in violation of U.S. law.

**Declared Value and Limits of Liability** (not including ocean shipments) The declared value for carriage and limits of liability for domestic shipments is agreed and understood to be \$50.00 or \$.50 per pound, whichever is greater, unless a higher value is declared in the appropriate box located on the face hereof and applicable charges are paid thereon. EWC's liability of any kind whatsoever shall be limited to the lesser of: (i) the amount of any damages sustained; or (ii) \$.50 per pound (where no value is declared) multiplied by the number of pounds of that part of the shipment lost or damaged (but not less than \$50.00 per shipment); or (iii) the declared value in case of loss or damage of the entire shipment (but not less than \$50.00 per shipment); and in the event of loss or damage of part of the shipment the average declared value per pound of the shipment multiplied by the number of pounds of that part of the shipment lost or damaged (but not less than \$50.00 per shipment), plus the amount of any transportation charges for which we have been paid for such part of the shipment lost or damaged.

For carriage to which neither the Warsaw Convention nor the Montreal Convention applies, our maximum liability for loss, or damage, or any claim with regard to international shipments is limited to \$100.00 or \$9.07 per pound, whichever is greater, unless a higher value is declared in the appropriate box located on the face hereof and applicable charges are paid thereon. EWC's liability of any kind whatsoever shall be limited to the lesser of: (i) the amount of any damages sustained; or (ii) \$9.07 per pound (where no value is declared) multiplied by the number of pounds of that part of the shipment lost or damaged (but not less than \$100.00 per shipment); or (iii) the declared value in case of loss or damage of the entire shipment (but not less than \$100.00 per shipment); and in the event of loss or damage of part of the shipment the average declared value per pound of the shipment multiplied by the number of pounds of that part of the shipment lost or damaged (but not less than \$100.00 per shipment), plus the amount of any transportation charges for which we have been paid for such part of the shipment lost or damaged. For ocean shipments please see the Ocean Bill of Lading for limits of liability.

**Liabilities Not Assumed** EWC will not be liable for any damages, whether direct, incidental, special, or consequential, in excess of the declared value or limits of liability (see Declared Value and Limits of Liability), whether or not we knew or should have known that such damages might be incurred, including but not limited to loss of income or profits.

We will not be liable for your acts or omissions, including but not limited to incorrect declaration of cargo; improper or insufficient packing, securing, marking, or addressing of the shipment; or for the acts or omissions of the recipient or anyone else with an interest in the shipment. Also, we will not be liable if you or the recipient violates any of the terms of our agreement.

We will not be liable for loss, damage, delay, shortage, misdelivery, nondelivery, misinformation, or failure to provide information in connection with your

shipment caused by events we cannot control, including but not limited to acts of God, perils of the air, weather conditions, mechanical delays, acts of public enemies, acts of terrorism, war, strikes, civil commotions, inherent nature or vice of the commodity, or acts or omissions of public authorities (including customs and health officials) with actual or apparent authority.

**Insurance** You may purchase insurance through EWC for the full value of your shipment (including freight charges) by completing the "insurance box" on the Bill of Lading. The amount of insurance must be entered and approved before a shipment is actually tendered to EWC.

**No Warranties** We make no warranties, expressed or implied.

**Claims for Loss, Damage, or Delay** All claims must be made in writing and within strict time limits. If the recipient accepts the shipment without noting any damage on the delivery record, the fact of delivery shall be prima facie evidence that the shipment was delivered in good condition. The right to damages against EWC shall be extinguished unless an action is brought within certain limits as outlined herein. **International Air Shipments;** claims for concealed or visible damage involving international air shipments must be submitted in writing to EWC within 14 days of delivery of the damaged cargo. Claims for non-delivery of an international air shipment must be made in writing to EWC within 120 days of the intended date of delivery. Lawsuits involving concealed damage or visible damage claims must be made within one year from the date of arrival or intended date of arrival as appropriate. Other claims not involving the Warsaw Convention or Carriage of Goods by Sea Act shall be considered domestic claims. **Domestic Claims;** claims for concealed damage on domestic claims shall be made in writing to EWC within 15 days of the date of delivery. Other claims for visible damage shall be made in writing to EWC within 270 days of the intended date of arrival. Lawsuits involving claims previously made and denied in whole or in part must be filed within 2 years from the date that the claim is partially or entirely denied. **International Vessel Claims** are subject to the Carriage of Goods by Sea Act; special time limits apply for claims for damages under the Carriage of Goods by Sea Act. Notice of damage must be filed within 3 days of the delivery of the damaged goods. Lawsuits for damages must be brought within one year of the delivery date. All claims for loss or damage must be filed within the dates prescribed by law. In the event that the law changes during the use of this document then the new laws shall apply and in no event shall EWC be considered a bailee rather than a carrier. In all circumstances EWC is acting as a carrier under the laws and treaties of the United States of America.

We are not obligated to act on any claim until all charges for the shipment have been paid; the claim amount may not be deducted from those charges.

In order to file a claim for damage, the contents, original shipping cartons, and packing must be available to us for inspection.

**Abandoned or Undeliverable Shipments** The liability of EWC will be that of a warehouseman if a shipment is abandoned, undeliverable or not recovered by the recipient within 48 hours after notice of arrival is provided to the recipient. In such event, EWC will hold the shipment subject to storage charges with the right to sell the shipment at public or private sale not less than 30 days after having given written notice thereof to the shipper. EWC reserves the right to pay itself out of the net proceeds of the sale for all unpaid charges related to this shipment and remit the balance (if any) to the shipper. All storage and warehousing shall fall under the terms and conditions stated on the EWC warehouse receipt. If additional coverage is required please contact your EWC office.

**Refusal or Rejection of Shipments** EWC reserves the right to refuse, hold or return any shipment when in our opinion (i) the shipment would be likely to cause damage to other shipments, equipment, or personnel, or is likely to sustain damage or loss of content during transit as determined solely by EWC or (ii) when the transportation of the shipment may be prohibited by law.

**Export Control** You authorize EWC to act as forwarding agent for you for export control and customs purposes, you hereby certify that all statements and information contained in this Bill of Lading and any accompanying documents relating to exportation are true and correct. Furthermore, you understand that civil and criminal penalties, including forfeiture and sale, may be imposed for making false or fraudulent statements; for violation of any United States Laws on exportation, including but not limited to 13 USC Sec. 305, 22 USC Sec. 401, 18 USC Sec. 1001, and 50 USC Sec. 2410; or for the violation of export control laws of other countries.

**Mandatory Law** Insofar as any provision contained or referred to in this Bill of Lading may be contrary to any applicable international treaties, laws, governmental regulations, orders, or requirements, such provisions shall remain in effect as part of our agreement to the extent that it is not overridden. The invalidity or unenforceability of any provision shall not affect any other provision contained or referred to in this Bill of Lading. Disputes shall be governed in accordance with the laws of the State of Florida and shall be subject to arbitration located in Miami Dade County, Florida.