



**AIRFREIGHT – BILL OF LADING PROVISIONS**  
**DGX-Dependable Global Express**

1. In tendering the shipment described herein for carriage, Shipper agrees to these conditions of Contract which no agent or employee of the parties may alter, and that this Air waybill is nonnegotiable and has been prepared by him/her or on his/her behalf by DGX Dependable Global Express dba DGX (herein referred to as Carrier).
2. It is agreed that the goods herein described are prepared and packed by the shipper (except when packed by the Carrier and a charge is paid for this service) for transportation as specified herein. **All commodities must be declared** on the house air waybill or other shipping documents. Shipper warrants that the shipment is packed to ensure safe transportation with ordinary care in handling. Shipper warrants that any article susceptible to damage by ordinary handling or as a result of any condition which may be encountered in air transportation, such as changes in temperature or atmospheric pressure, has been adequately protected by proper packing. Each package prepared by the shipper prior to tendering that package to Carrier must have the destination name and address marked legibly and durable for identification purposes. Carrier shall have the right, but not an obligation, to inspect any shipment. **ALL SHIPMENTS ARE SUBJECT TO SCREENING, EITHER PHYSICAL SCREENING OR OTHER METHODS AS DIRECTED BY TSA.**
3. It is mutually agreed that the shipment described herein is accepted on the date hereof 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. Said classifications and tariffs are available for inspection by the parties hereto and are hereby incorporated into and made part of this contract. Tariffs will not apply when quotations are given by Carrier for an individual shipment.
4. Declared value is agreed and understood. DGX's liability is limited to the actual damages sustained but in no event higher than \$.50/lb., \$50.00 or the C.O.D. amount, whichever is less, unless a higher valuation is declared and charges paid thereon. Carrier shall not be liable for more than the actual value of the contents should the declared value exceed the worth of the contents.
5. Carrier shall not be liable for any loss, damage, delay, misdelivery or other result not caused by its own negligence, nor shall Carrier be liable for any act, default or omission by the Consignee or Consignor, or any other party claiming interest in the shipment. Carrier shall not be liable if the nature of the shipment or defect or inherent vice thereof represents a violation by Consignor or Consignee of any of the rules contained in tariffs in effect as of the date of the shipment, including improper or insufficient packing, securing marking or addressing, and failure to observe any of the rules relating to shipments subject to advance arrangements.
6. All weights entered on the air waybill are subject to correction by the Carrier. Transportation charges for a shipment will be assessed on the gross weight of the shipment based on the greater of a) the actual weight or b) the cubic dimensional weight determined by taking the length x width x height and dividing that number by 194 for Hawaii and 166 for Guam.
7. Delivery shall be made by the delivering Carrier to the Consignee at a point where delivery service is available at applicable tariff charges unless instructions to deliver at city terminal or airport terminal are specified by Shipper under Special Instructions.
8. The Consignor and Consignee shall be liable jointly and severally for the payment of
  - a. all sums due and payable to Carrier pursuant hereto on account of any shipments,
  - b. interest at the rate of 18% per year on all sums over 30 days past due,
  - c. reasonable costs and attorney's fees incurred in collecting any sums past due, and
  - d. actual fees incurred by Carrier in addition to all sums past due when referred to a collection agency. All charges are due within 15 days of receipt of invoice. All invoices are subject to

final audit.

9. Shipment may be diverted to motor or other carrier as per tariff rule unless Shipper gives other instructions hereon.
10. DGX will not be responsible for any consequential damages resulting from loss or delay of shipment.
11. Claims for damaged shipments must be made within 14 days of receipt date. Written notice of nondelivery of goods must be reported within 30 days of the issue date of the Carrier's air waybill. Notification of concealed damage must be made within 24 hours of receipt. For damaged shipments, original shipping carton and contents must be retained by Consignee for inspection, which should be requested by Consignor or Consignee within 15 days of delivery. Claims for overcharges must be presented to DGX Dependable Global Express within 45 days of the shipping date. All transportation charges must be paid prior to settlement of claim.
12. Insurance coverage will be assessed \$.85 per \$100.00 of value. Insured value is not to exceed the actual value of the goods. There is a \$45.00 minimum charge.
13. International air carriage (as defined in DGX Dependable Global Express airfreight tariff) is subject to the rules relating to liability established by the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Warsaw, on October 12, 1929.
14. Shipper must enter the amount of any Shipper's C.O.D. which shall be collected subject to the fees and rules of the delivering Carrier. There is a fee according to a preset schedule. If interested, contact DGX for a copy of the applicable tariff item. You are required to specify whether or not a company check is acceptable from Consignee. DGX will only collect a company check unless cash or certified check is specified in the Instructions to Carrier.
15. ***Tariff rates are not applicable for any oversized, restricted article or hazardous material shipments.***
16. Carrier routing applies.
17. For shipments with any single piece weighing over 250 pounds or with any dimension of more than 59 inches, please contact the regional office for confirmation of services and charges. A surcharge of 50% or more may apply to freight charges for oversize shipments.
18. Any second day shipments going to destinations not listed on our major airport city list or outside of DGX areas A-D of the major airport city, or an Island of Hawaii other than Oahu may require an additional day in transit or require an upgrade into same day service fees.
19. Second Day Service to Guam is defined as 3 business days and applies to known shipper cargo as defined by TSA 1ACSSP standards.
20. **Quote numbers must be shown on the air waybill for the quoted rates to apply.**