



**REMIT TO:**  
 5655 LAKE ACWORTH DRIVE, SUITE 210  
 ACWORTH, GA 30101  
 (770) 917-0221  
 (877) 917-0221  
 FAX (770) 917-0634

AIRLINE NUMBER	
DATE	
AIR BILL NUMBER	

FROM	NAME _____		NAME _____		SHIPPER'S REF. #			
	ADDRESS _____		ADDRESS _____					
	CITY _____		CITY _____		ORIGIN			
	CONTACT NAME _____ PHONE _____		ALSO NOTIFY _____					
TO	THIRD PARTY BILLING IF APPLICABLE		PAYMENT TERMS				DESTINATION	
	NAME _____		3rd PARTY <input type="checkbox"/> PREPAID <input type="checkbox"/> COLLECT <input type="checkbox"/> C.O.D. <input type="checkbox"/> GBL <input type="checkbox"/>				RATE	
	ADDRESS _____		NOTE: Unless otherwise indicated, charges are assumed to be prepaid. See back of shipper's receipt for responsibility for unpaid freight charges.				C.O.D. AMOUNT	
	CITY _____							
ACCOUNT NUMBER						C.O.D. FEE		
						FREIGHT CHARGE		
						Value agreed to be \$50.00 per shipment or 50 cents per pound unless excess value declared.		
						<b>EXCESS VALUE</b> \$ _____		
						EXCESS VALUE FEE		
						CONVENTION		
						LIFTGATE		
						OTHER		
						OTHER		
						F.S.C.		
						U.S.		
						\$		

  

D/F	PARTIES RELATED?	VALUE FOR CUSTOMS	SCHEDULE & COMMODITY #	NET QUANTITY	VALIDATED LICENSE	DN #
<input type="checkbox"/>	<b>Y N</b>					
SERVICE REQUESTED (CHECK ONE)			SPECIAL SERVICES AVAILABLE			
<input type="checkbox"/> SAME DAY DELIVERY	<input type="checkbox"/> PM - NEXT DAY BY 5:00 PM	<input type="checkbox"/> DEFERRED 3-5 DAY DELIVERY	<input type="checkbox"/> SPECIAL INSTRUCTIONS	<input type="checkbox"/> SPECIAL DELIVERY - EXTRA CHARGE	<input type="checkbox"/> WEEKEND/HOLIDAY - EXTRA CHARGE	
<input type="checkbox"/> AM - NEXT DAY BY NOON	<input type="checkbox"/> 2ND - SECOND BUSINESS DAY	<input type="checkbox"/> OTHER				
I certify that this shipment does not contain any unauthorized explosives, destructive devices, or hazardous materials. I consent to a search of this shipment. I am aware that this endorsement and original signature, along with other shipping documents, will be retained on file.						
SHIPPER'S SIGNATURE _____		DATE _____	TIME _____	# OF PCS. _____		
It is mutually agreed that the goods herein described are accepted in apparent good order (subject to inspection) for domestic carriage as specified herein, subject to governing classifications and tariffs in effect as of the date hereof.						
RECEIVED BY NEW WORLD TRANSPORTATION _____		DATE _____	TIME _____	# OF PCS. _____		
The goods herein described are accepted in good order.						
CONSIGNEE'S SIGNATURE _____		DATE _____	TIME _____	# OF PCS. _____		

# NEW WORLD TRANSPORTATION SERVICES, INC.

## STANDARD TERMS AND CONDITIONS

All shipments to or from Shipper (which term includes the exporter, importer, sender, receiver, owner, consignee, consignee, transferor or transferee of the shipments or the agent thereof) will be handled by New World Transportation Services, Inc., the forwarder and/or customs broker handling this shipment (referred to as the "Company"), on the following standard terms and conditions. These standard terms and conditions outline the provisions by which the Company provides services for the Shipper and the Company's responsibilities for delivery of such services. No agent or employee of either party may alter or waive any of the following conditions. This shipping agreement is non-negotiable and has been prepared by the Shipper or on the Shipper's behalf.

THIS SHIPPING AGREEMENT SUPERCEDES AND NEGATES ANY CLAIMED, ALLEGED OR ASSERTED ORAL AGREEMENT, PROMISE, REPRESENTATION OR UNDERSTANDING BETWEEN THE SHIPPER AND THE COMPANY WITH RESPECT TO THIS SHIPMENT.

1. **CHOOSING ROUTES OR AGENTS.** Unless express instructions in writing are received from the Shipper, the Company shall have complete freedom in choosing the means, route and procedure to be followed in the handling, transportation and delivery of the goods. Advice by the Company to the Shipper that a particular person or firm has been selected to render services with respect to the goods shall not be construed to mean that the Company warrants or represents that such person or firm will render such services.

2. **SERVICES BY THIRD PARTIES.** Unless the Company carries, stores or otherwise physically handles the shipment, the Company assumes no liability as a carrier for any loss, damage, expense or delay that occurs during such activity and is not to be held responsible for any loss, damage, expense or delay to the goods to be shipped hereunder except as provided in and subject to the limitations of paragraphs 10-11 below. The Company undertakes only to use reasonable care in the selection of carriers, truckmen, lightermen, forwarders, customs house brokers, agents, warehousemen, providers of auxiliary service (which term shall include, but not be limited to local cartage, uncrating, crating, packing, unpacking, and rehousing, which are performed prior or subsequent to shipment of the goods), and others to whom it may entrust the goods for transportation, cartage, handling and/or delivery and/or storage or otherwise. When the Company carries, stores or otherwise physically handles the shipment, it does so subject to the limitation of liability set forth in paragraph 11 below unless a separate bill of lading, air waybill or contract of carriage is issued by the Company, in which event the terms thereof shall govern.

3. **LIABILITY LIMITATION OF THIRD PARTIES.** The Company is authorized to select and engage carriers, truckmen, lightermen, forwarders, customs house brokers, agents, warehousemen, providers of auxiliary services and others, as required, to transport, store, deal with and deliver the goods, and provide Auxiliary Services, all of whom shall be considered as the agents of the Shipper. The goods will be entrusted to such agencies subject to all conditions as to limitations of liability for loss, damage, expense or delay and to all rules, regulations, requirements and conditions, whether printed, written or stamped, appearing in bills of lading, receipts, or tariffs issued by such carriers, truckmen, lightermen, forwarders, customs house brokers, agents, warehousemen, providers of auxiliary services and others. The Company shall under no circumstances be liable for any loss, damage, expense or delay to the goods for any reason whatsoever when said goods are in the custody, possession or control of third parties selected by the Company to forward, enter and clear, transport or render other services with respect to such goods.

4. **PACKAGING.** Shipper warrants that each package in this shipment is properly and completely described on the shipping documents, is properly marked and addressed, is packaged adequately to protect the enclosed goods to ensure safe transportation with ordinary care and handling, and except as noted, is in good order and condition. The Company shall not be liable for any damages or loss for articles shipped in unenclosed containers. The Company and third parties may refuse goods for carriage due to packaging.

5. **UNACCEPTABLE GOODS.** Unless otherwise expressly provided in the Company's tariffs, and subject to any conditions or restrictions contained therein, the Company will not accept or provide the services described under this shipping agreement for the following goods: any shipment prohibited by law, original works of art, antiques, bonds, coins of any kind, currency, currency equivalents, fur clothing, gems or stones (cut or uncut), industrial diamonds, gold or silver, (other than costume jewelry), pearls, precious metals, negotiable securities, time sensitive materials (i.e. contract bids or proposals), household goods and/or personal effects, one-of-a-kind articles or models, prototypes, valuable rugs (i.e. oriental rugs, Persian rugs), prints or lithographs, when total declared value of the goods exceeds \$500.00 and such other articles restricted in governing tariffs and/or service guides. The Company shall not be liable for any loss, damage, delay, liabilities or penalties resulting from the transportation of any of the foregoing articles, however described or misdescribed on this shipping document, and no employee or agent of the Company has any authority to accept for transportation such articles or to waive the limitations contained herein.

6. **DUTY TO FURNISH INFORMATION.** Shipper shall furnish the Company with complete and accurate information in order to facilitate routing of shipment. When provided inaccurate information, the Company shall be obligated to use its best judgment in connection with the shipment and in no instance shall be charged by Shipper with knowledge of the true circumstances to which such inaccurate, incomplete or omitted information or document pertains. The Shipper shall comply with all applicable laws and all customs and government regulations of any jurisdiction to from or through which the shipment may be carried, including those relating to the packing, carriage, or delivery of the shipment and shall furnish such information and attach such documents to this shipping agreement as may be necessary to comply with such laws and regulations. The Company shall not be obligated to inquire into the correctness or sufficiency of such information or documents. The Company shall not be liable to the Shipper for damage, loss or expense due to the Shipper's failure to comply with this provision. By tendering this shipment to carrier for transportation the Shipper for himself and all other parties having an interest in the shipment, agrees to the limitations set forth in the Company's rules and regulations and affirms the description of the shipment as recited on the shipping agreement, and that the shipment is not of a nature unsuitable for carriage by air or hazardous thereto.

7. **SHIPMENTS SUBJECT TO RE-WEIGH/RE-MEASURE.** Shipper shall provide weight and measurements for its shipments. Shipments are subject to re-weigh and re-measurement by the Company. If the weight or measurement of the goods as delivered are different from the Shipper's representation, or if pick-up or delivery time or location is changed by Shipper, the Company's rates, charges and fees are subject to change. If dimensional weight applies, under tariff rule, dimensions shall be shown on the shipping agreement as follows: Length x Width x Height = Cubic inches (or applicable metric measurement).

8. **DECLARING HIGHER VALUATION.** Shipper acknowledges and agrees that truckers, carriers, warehousemen, providers of auxiliary services and others to whom the goods are entrusted usually limit their liability for loss or damage, unless a higher value is declared and a charge based on such higher value is agreed to by said truckers, etc. The Company must receive specific written instructions from the Shipper to pay such higher charge based on valuation, and the truckers, etc. must accept such higher declared value; otherwise the valuation placed by the Shipper on the goods shall be considered solely for export or customs purposes, and the goods will be delivered to the truckers, etc. subject to the limitation of liability set forth in paragraphs 10 and 11 below. For shipments having declared values over \$25,000.00, the Company must be given written notice prior to pickup.

9. **INSURANCE.** The Company will make reasonable efforts to effect marine, fire, theft and other insurance upon the goods only after specific written instructions have been received by the Company in sufficient time prior to shipment from point of origin, and the Shipper at the same time states specifically the kind and amount of insurance to be placed. The Company does not undertake or warrant that such insurance can or will be placed. Unless the Shipper has its own open marine policy and instructs the Company to effect insurance under such policy, insurance is to be effected with one or more insurance companies or other underwriters to be selected by the Company. Any insurance placed shall be governed by the certificate or policy issued and will only be effective when accepted by such insurance companies or underwriters. Should an insurer dispute its liability for any reason, the insured shall have recourse against the insurer only, and the Company shall not be under any responsibility or liability in relation thereto, notwithstanding that the premium upon the policy may not be at the same rates as that charged or paid to the Company by the Shipper, or that the shipment was insured under a policy in the name of the Company. Insurance premiums and the charge of the Company for arranging the same shall be at Shipper's expense. If for any reason the goods are held in a warehouse, or elsewhere, the same will not be covered by insurance, unless the Company receives written instructions from the Shipper. Unless specifically agreed in writing, the Company assumes no responsibility to effect insurance on any export, import or forwarded shipment which it does not handle.

10. **LIMITATION OF LIABILITY FOR LOSS, ETC.** Shipper agrees that the Company shall only be liable for any loss, damage, expense or delay to the goods resulting from the negligence fault of the Company; such liability shall be limited to the greater of fifty dollars (\$50) or fifty cents (\$0.50) per pound for the goods lost, damaged, delayed, destroyed or otherwise adversely affected. However, if the actual value of the goods lost, damaged, delayed, destroyed or otherwise adversely affected is less than fifty (\$50), then the Company's liability shall be the actual value of the goods. As to any shipments under this shipping agreement, Shipper has the option in paragraphs 8 and 9 above of paying a special compensation to increase the liability to the shipment in excess of the above stated amounts in case of any loss, damage, expense or delay, however, such options must be exercised in written agreement, setting forth the limit of the Company's liability and the compensation received, and entered into prior to pickup for any covered transaction(s), which agreements shall indicate the limit of liability and the addition of compensation for the added liability to be assumed. Unless each piece of the shipment has a declared value stated and is specifically identified on the Company shipping document at the time of tender and is so identified on the delivery receipt as being lost, damaged, destroyed, or otherwise adversely affected at time of delivery, the Company shall not be liable. Shipper agrees that the Company shall in no event, be liable for consequential, punitive, statutory or special damages in excess of the monetary limit provided for above, including without limitation damages arising from loss of profit.

11. **LIABILITY OF COMPANY.** It is agreed that Company shall not be liable for any loss, damage, expense or delay unless in each case the goods were in the actual custody or control of Company and the damages alleged to have been suffered are proven to have been caused by the gross negligence of Company, its officers or employees, in which event the limitation of liability set forth in Paragraph 10 shall apply.

12. **PRESENTING CLAIMS.** As to all shipments within the United States, or its Territories, or insular possessions, claims for lost or damaged shipments must be made within thirty (30) days of the shipping date. Claims for overcharges must be presented to Company within ninety (90) days of the shipping date. To preserve a claim, the following must be adhered to:

a) COMPANY shall not be liable for damage/loss unless mishandling and/or loss is evident and is so noted on the delivery receipt at the time of delivery. At time of delivery the consignee must note on the delivery receipt any exceptions to the shipping containers that would indicate a discrepancy in the shipment (shortage in the shipment, damage to the containers or damage to the contents of the containers). NOTE: Such notations as "subject to inspection" and "subject to recount" are not exceptions. Failure to note discrepancies at time of delivery will reduce the liability of Company.

b) Damage and loss discovered by the consignee after delivery and after a clear receipt has been given to the carrier must be reported in writing to Company within (2) two days after delivery of the shipment with privilege to the carrier to make inspection of the shipment. While awaiting inspection by carrier the consignee must hold the shipping container and its contents in the same condition they were in when damage was discovered.

c) Except as provided in paragraph 12 a and b above, receipt by the consignee of the shipment without written notification of damage on the delivery receipt shall be prima facie evidence that the shipment has been delivered in good condition.

d) No claim will be entertained until all transportation charges have been paid. Claims may not be deducted from transportation charges and no claims may be deducted from any charges owed.

No suit to recover for any claim or demand made under Paragraph 12 shall in any event be maintained against Company unless instituted within ninety (90) days after presentation of the said claim, as above provided. No agent or employee of Company shall have authority to alter or waive any of the provisions of this paragraph.

13. **C.O.D. SHIPMENTS.** Goods received with Shipper's or other person's instructions to "COLLECT ON DELIVERY" (C.O.D.) by drafts or otherwise, or to collect on any specified terms by time drafts or otherwise, are accepted by the Company only upon the express understanding that it will exercise reasonable care in the selection of a bank, correspondent, carrier or agent to whom it will send such item for collection, and the Company will not be responsible for any act, omission, default, suspension, insolvency or want of care, negligence or fault of such bank, correspondent, carrier or agent, nor any delay in remittance, loss in exchange, or loss during transmission, or while in the course of collection. Unless caused by the Company's willful or intentional misconduct, under no circumstances shall the Company's liability relating in any way to Shipper's C.O.D. exceed the limits of liability as set forth in paragraph 10.

14. **ADVANCING MONEY.** The Company shall not be obliged to incur any expense, guarantee or advance any money in connection with the importing, forwarding, transporting, insuring or storing of the goods, unless the same is previously provided to the Company by Shipper on demand. The Company shall be under no obligation to advance freight charges, customs duties or taxes on any shipment, nor shall any advance by the Company be construed as a waiver of the provisions hereof.

15. **INDEMNIFICATION FOR FREIGHT, DUTIES.** In the event that a carrier, other person or governmental agency makes a claim or institutes legal action against the Company for ocean or other freight, duties, fines, penalties, liquidated damages or other money due arising from a shipment of goods of Shipper, Shipper agrees to indemnify and hold harmless the Company for any amount the Company may be required to pay such carrier, other person or governmental agency together with reasonable expenses, including attorney fees, incurred by the Company in connection with defending such claim or legal action and obtaining reimbursement from Shipper. The confiscation or detention of the goods by any governmental authority shall not affect or diminish the liability of Shipper to the Company to pay all charges or other money due promptly on demand.

16. **WARSAW CONVENTION.** International air carriage (defined in Company's 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, October 12, 1929. The Company accepts this shipping document as the Shipper's letter of instructions with authorization to prepare and sign on Shipper's behalf an international shipping document.

17. **INDEMNITY AGAINST LIABILITY ARISING FROM THE IMPORT OR EXPORT OF MERCHANDISE.** Shipper agrees to indemnify and hold the Company harmless from any claims and/or liability arising from the import or export of merchandise which violates any federal, state, and/or other laws or regulations and further agrees to indemnify and hold the Company harmless against any and all liability, loss, damages, costs, claims, and/or expenses, including but not limited to attorney's fees, which the Company may hereafter incur, suffer or be required to pay by reason of claims by any government agency or private party. In the event that any action, suit or proceeding is brought against the Company by any government agency or any private party, the Company shall give notice in writing to Shipper by mail at its address on file with the Company. Upon receipt of such notice Shipper, at its own expense, shall defend against such action and take all steps as may be necessary or proper to prevent the obtaining of a judgment and/or order against the Company.

18. **NO RESPONSIBILITY FOR GOVERNMENTAL REQUIREMENTS.** It is the responsibility of Shipper to know and comply with the marking requirements of the U.S. Customs Service, the regulations of the U.S. Food and Drug Administration, and all other requirements, including regulations of Federal, State and/or local agencies pertaining to the merchandise. The Company shall not be responsible for action taken or fines or penalties assessed by any governmental agency against the shipment because of the failure of Shipper to comply with the law or the requirements or regulations of any governmental agency or with a notification issued to Shipper by such agency.

19. **LIABILITY FOR CUSTOMS CHARGES.** If you are the importer of record, payment to the broker will not relieve you of liability for Customs charges (duties, taxes, or other debts owed Customs) in the event the charges are not paid by the broker. Therefore, if you pay by check, Customs charges may be paid with a separate check payable to the "U.S. CUSTOMS SERVICE" which shall be delivered to Customs by a broker approved by the National Customs Brokers & Forwarders Association of America, Inc.

20. **QUOTATIONS NOT BINDING.** Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by Company to Shipper are for informational purposes only and are subject to change without notice and shall not under any circumstances be binding upon Company unless Company in writing specifically undertakes the handling or transportation of the shipment at a specific rate.

21. **LOSS, DAMAGE OR EXPENSE DUE TO DELAY.** Unless the services to be performed by the Company on behalf of Shipper are delayed by reason of the negligence or other fault of the Company, the Company shall not be responsible for any loss, damage, or expense incurred by Shipper because of such delay. In the event the Company is at fault as above described, its liability is limited in accordance with the provision of paragraphs 10-11 above. Due to the inherent nature of the transportation business, the Company does not guarantee pick up, transportation, or delivery by a special date or a special time, and shall not be liable for the consequences of failure to do so. The Company shall not be liable for loss, damage, delay or other result caused by:

(a) Acts of God, perils of the air, public enemies, public authorities acting with actual or apparent authority in the premises, authority of law, quarantine, riots, strikes, civil commotion, or hazards or danger incident to a state war or undeclared war.

(b) Shipment or any defect, characteristic or inherent vice thereof.

(c) Violation by the Shipper or consignee of any of the rules contained in applicable tariffs, including but not confined to improper or insufficient packing, securing, marking, or addressing and failure to observe any of the rules relating to shipments not acceptable for transportation or shipments acceptable only under certain conditions.

(d) Compliance with delivery instructions from the Shipper or consignee or noncompliance with special instructions from the Shipper or consignee not authorized by applicable tariffs.

22. **COMPENSATION OF COMPANY.** Payment terms are net due on receipt. Contract of special rates may be considered invalid and the shipment re-rated at full charge if invoice is not paid within thirty (30) days. Contract or special rates only apply to prepaid shipments unless specifically stated in a contract rate proposal. Invoicing hereunder while a shipment remains in transit shall not close out this agreement. The compensation of Company for its services shall be included with and is in addition to the rates and charges of all carriers and other agencies selected by Company to transport and deal with the goods, and each compensation shall be exclusive of any brokerage, commissions, dividends or other revenue received by Company from carriers, insurers and others in connection with the shipment. In any referral for collection or in any action against Shipper for monies due to Company, upon recovery by Company, Shipper shall pay the expenses of collections and/or litigation, including reasonable attorneys' fees, plus eighteen percent (18%) interest per annum or the highest rate allowable by law, whichever is greater.

23. **GENERAL LIEN ON ANY PROPERTY.** The Company shall have a general lien on any and all property (and documents relating thereto) of Shipper, in its possession, custody or control or en route for all claims, for charges, expenses or advances incurred by the Company in connection with any shipments of Shipper, and if such claim remains unsatisfied for the thirty (30) days after demand for its payment is made. The Company may sell at public auction or private sale upon ten (10) days written notice sent by certified or registered mail to Shipper with return receipt requests by the Shipper, all the goods, wares and/or merchandise, or so much thereof as may be necessary to satisfy such lien, and apply the net proceeds of such sale to the payment of the amount due to the Company. Any surplus from such sale shall be transmitted to Shipper, and Shipper shall be liable for any deficiency in the sale.

24. **LIABILITY FOR CHARGES.** Shipper shall be responsible for all fees, costs, and charges of any kind hereunder if Company is unable to collect such charges from consignee or other third party within 45 days of delivery. The Shipper and the Consignee shall be liable, jointly and severally: (a) for all unpaid charges payable on account of the shipment pursuant to this contract, and (b) to pay or indemnify the Company for all claims, fines, penalties, damages, legal expenses, costs or other sums which may be incurred by the Company by reason of any violation of this contract or any other default of the Shipper or Consignee or their agents.

25. **INDIRECT AIR CARRIER STANDARD SECURITY PROGRAM.** Goods tendered for air transportation are subject to aviation security, controls by air carriers and when appropriate other government regulations. Copies of all relevant shipping documents showing the goods' consignee/consignor or description and other relevant data will be retained on file as required. If the shipment is subject to inspection, however, we are not obligated to perform such inspection.

26. **CONSTRUCTION OF TERMS.** The terms and conditions hereof shall be construed according to the laws of the State of Georgia. All disputes relating to the subject matter of this shipping agreement shall be brought in the State or Superior Courts of Cobb County, Georgia or before the United States District Court for the Northern District of Georgia, Atlanta Division. Should Company successfully defend itself for any legal actions brought by any party with an interest in this shipment, the Company shall be entitled to reasonable attorney's fees.

27. **SHIPPING ACT OF 1984.** The Company has a policy against payment solicitation or receipt of rebate, directly or indirectly, which would be unlawful under the United States Shipping Act of 1984.