



TERMS AND CONDITIONS

1. APPLICATION OF CHARGES

Transportation charges will be assessed on the gross weight of the shipment. All shipments tendered to MAF are subject to re-weighing by MAF personnel. Any difference in the weight of a shipment will be noted on the MAF waybill and the correct weight charges assessed to the payer.

2. DIMENSIONAL WEIGHT & CHARGES

Charges for consignments weighing less than 8.9 pounds per cubic foot will be assessed on the basis of 8.9 pounds per cubic foot. Cubic measurements will be based on the greatest height times the greatest width times the greatest length dimension of the package or where packages are tied together, on the greatest dimension of the tied group of packages. The total cubic inch dimension of the shipment will be divided by 194 to determine the dimensional weight.

3. LIMITATION OF LIABILITY

1. MAF liability is limited to \$.50 per pound, no minimum, unless a greater value is declared on the MAF waybill.
2. MAF will not be liable in any event for any consequential of special damages arising from carriage subject to this tariff, whether or not MAF has knowledge that such claims might be incurred.
3. No claim for loss or damage to a shipment will be entertained until all transportation charges thereon have been paid. The amount of claims may not be deducted from transportation charges.
4. MAF liability shall be limited to that portion of the consignment destroyed, lost or damaged plus the amount of the freight charges applicable to that part of the consignment destroyed, lost or damaged.

All claims shall be subject to proof of value.

4. VALUATION CHARGE/DECLARED VALUE

1. The shipper may insert in the appropriate box on the MAF waybill a declaration of value for carriage in any amount, at his option, provided that "NVD" may constitute such a declaration.

2. Consolidated shipments bearing a declared value must list on the face of the MAF waybill, the individual shipper waybill for which declared valuation coverage is desired. In the absence of this information, the declared value stated will, for the purpose of determining claim liability, be divided by the total weight of the consolidated shipment to arrive at a dollars per pound valuation.
3. The valuation charge shall be \$.50 per \$100.00 pro rate of the shippers declared value for carriage. This charge will apply to the amount of value declared on the waybill, less the limited liability coverage provided in 3. above, subject to a minimum charge of \$5.00.

5. FAX TRANSMISSION CHARGE

Shipments requiring fax transmissions of documents will be subject to a charge of \$1.00 each page transmitted.

6. CONSIGNMENTS ACCEPTABLE

All shipments are accepted on an airport to airport basis. Additional services requested are subject to additional charges. MAF undertakes to transport all commodities, unless otherwise excluded by tariff rules and provided:

1. The transportation of such commodities are not prohibited by law.
2. They are packed in a manner suitable for carriage.
3. They are not liable to endanger persons or property

7. SHIPMENTS NOT ACCEPTABLE

The following articles will not be accepted for carriage by MAF:

1. Any article or commodity classed as Explosive Class A, Explosive Class B, Poisonous Article Class A and Poisonous Article Class B as named in the Department of Transportation Hazardous Materials Regulations 49 CFR, parts 171-177.
2. Live animals.
3. Shipments requiring accompanying personnel.
4. Shipments which require MAF to obtain a federal, state, or local license for their transportation.
5. Wearing apparel on hangers, unpackaged.
6. Gold, silver and similar precious metals.
7. Money, jewelry, negotiable paper and like valuables.
8. Shipments requiring special protection from origin to destination.

9. Hazardous waste in any form.

Responsibility for the non-observance of the conditions relating to consignments which are not acceptable for carriage or are acceptable only under certain conditions rests upon the shipper and consignee of the shipment who will be liable to MAF for any loss, damage or liability or penalties it may incur because of carriage of any such consignment. All shipments are subject to inspection by MAF.

8. HIGH VALUE SHIPMENTS

Shipments with a declared value of \$10,000.00 or greater require advance arrangements with the local MAF office.

9. LABELING OF FREIGHT

All freight must be properly labeled with the current destination label. In the instance of consolidated shipments, each piece of the consolidation must be properly labeled so as to identify it as being a part of such consolidation. MAF will not be responsible for delays caused as a result of either incorrectly labeled freight.

10. DELAYS IN TRANSIT

MAF will not be responsible for delays in transit.

11. FREIGHT WAYBILL AND SHIPPING DOCUMENTS

1. The shipper shall prepare and present a non-negotiable MAF waybill with each shipment tendered for transportation, and such waybill shall contain all particulars necessary for transportation of shipment. If the shipper fails to present such waybill, MAF will prepare a non-negotiable waybill for transportation, subject to rules and regulations in effect on the date of acceptance of such shipment by MAF and the shipper shall be bound by such waybill and shall be deemed to have received such notice(s) as contained herein.
2. No agent, employee, or representative of MAF has the authority to alter, modify, or waive any provisions of the contract of carriage or of these rules and regulations.
3. MAF reserves the right to re-weigh or dimensionalize freight shipments while in MAF'S possession. If a re-weigh or dimensionalizing occurs, the waybill shall be noted as "re-weighed" or "dimensions added". The signed delivery receipt, with such

notations added, shall be deemed to be corrected information and shall take precedence over any weight or measurement shown on the shippers.

4. The shipper shall be responsible for the correctness of the particulars and statements relating to the shipment which he inserts in the waybill and shall be liable for all damages suffered by MAF, or any other person by reason of irregularity, incorrectness, or incompleteness of the said particulars and statements.

12. CLAIMS PROCEDURES

1. Notice of all claims, except for overages, must be made in writing by the shipper within 15 days after delivery of the shipment to the recipients.
2. Documentation of all claims, other than overage claims, must be made in writing to MAF, within 270 days after receipt of written notification in full accordance with paragraphs A) and B) above.
3. Except as provided in paragraph E) below, receipt of the shipment by the recipient without written notification of damage on the delivery receipt shall be prima facie evidence that the shipment was delivered in good condition.
4. In the case of claims for concealed damage which is not discovered at the time of delivery, the shipper or recipient shall notify MAF, in writing as promptly as possible after discovery thereof, and, in any event, not later than 15 days from the date of delivery of the shipment and notice of damage by the recipient. The recipient must make the original shipping cartons and packing for inspection by MAF or its representatives.
5. In the case of concealed damage, liability shall be shared equally between the total number of carriers involved in the transportation of the shipment. Claimant will bear the burden of proof of a lesser number of carriers, MAF liability shall not exceed 25% of the amount of total liability as determined by item 3, subject to item 4, above.
6. All freight charges due MAF must be paid in full prior to the resolution of any claim.
7. Only the payer for the freight charges is entitled to file a claim for loss or damage to a shipment.
8. All claims for loss or damage must be reported promptly in writing to:

Montgomery Air Freight, Inc.
P. O. Box 250223
Montgomery, AL 36125-0223