



A Kuehne + Nagel Company

Transporting Perishable Products Worldwide

**Terms and Conditions of Contract**

In tendering this shipment, the Shipper or Consignee agrees to these Terms & Conditions of Contract. No agent or employee of the parties may alter the attached document prepared by the Shipper or on Shipper's behalf by Commodity Forwarders, Inc. henceforth known as CFI. Commodity Forwarders does not assume liability for any claim as a result of an inability or unfulfilled responsibility deemed that of the air or ocean carrier. These responsibilities include and are not limited to sufficient air space to accommodate a specific booking, a delay resulting from enhanced security measures, weather or mechanical failure, lack of appropriate container equipment, failure to board on a designated flight or a re-accommodated routing which differs from the original booking. Further, it is stipulated that once the cargo is tendered to the air or ocean carrier any and all claims which are caused after the time of tender are to be considered a Carrier Claims and you should refer to our "Carrier Claim Procedure" section.

The shipper warrants that their shipments are packed adequately to protect their shipments and ensure safe transportation with ordinary care in handling. Shippers are required to pack their shipments to withstand 48 hours in transit for domestic air freight shipments and 72 hours for international air freight shipments. Commodity Forwarders offers our customers several options to help maintain the most optimal temperature while in transit. These options are a deterrent to temperature fluctuations and are in no means a guarantee concerning arrival temperatures. Due to the inherent nature of the airfreight business, CFI does not guarantee delivery by a stipulated date or a stipulated time, nor shall CFI be liable for the consequences of failure to make timely delivery. CFI shall not be liable in any event for any special incidental or consequential damages, including but not limited to loss of profits or loss of income, whether or not CFI had knowledge that such damage might be incurred.

**Mitigation** - The Shipper or Consignee must make every reasonable attempt to mitigate the loss on Commodity Forwarders behalf. At no time does Commodity Forwarders take possession of the goods the final settlement value will be based on our interpretation of the Shipper or Consignee's attempt to salvage. The Shipper of record bears title to the goods until such time as they are signed for and possession is taken by another party.

**Shipper** = For our purposes the shipper is defined as the party which instructs Commodity Forwarders to co-ordinate the transportation of a particular shipment and not to be confused with the supplier of goods. These are not one and the same.

**Declared Value Option**

Please read the following very carefully. It describes the limits of liability for Commodity Forwarders for all handling including misloading, temperature abuse or inventory discrepancies while in the possession of Commodity Forwarders. Coverage against Commodity Forwarders is to be considered separate from claims that result from a delay or negligence by a steamship, airline or trucking carrier that CFI coordinates on your behalf. After reading and reviewing your options please indicate by signature below whether you want the option to purchase declared value coverage or whether you are waiving this option and fully understand the limitations as noted.

Be advised you must complete both sections as the charges for CFI services and 3<sup>rd</sup> party carrier's charges are billed separately and not to be considered once in the same.

**3<sup>rd</sup> Party Carrier's Limits of Liability\*** (A delay is described as anything over 48 hours in transit.)

- 1) For domestic shipments Carrier's maximum liability will be \$.50 cents per pound/per shipment (but not less than \$50.00 per shipment) and for international shipments \$9.07 per kg; unless the shipper declares a higher value (for an additional charge) on the air waybill at the time the shipment is tendered to the carrier.
- 2) For an additional charge the Shipper may declare a higher value for coverage, which will allow them to collect full value for the product. This coverage will only protect the shipper in the event that there is a delay in excess of 48 hours in transit or clear negligence by the domestic carrier.

**No**, I do not want additional coverage on any of my shipments and am willing to accept Commodity Forwarders and the airlines maximum liability of \$.50 per pound / per shipment.

**Yes**, I choose to accept additional coverage at my expense and will advise value at time of booking. Declared value will be anywhere between \$.65 and \$1.50 per \$100.00 declared depending on airline.

**Commodity Forwarders Limits of Liability \***

- 1) Commodity Forwarders maximum liability will be \$.50 cents per pound/per shipment (but not less than \$50.00 per shipment if the claim value does exceed \$50.00), unless the shipper declares a higher value (for an additional charge - \$1.00 per \$100.00) at the time the shipment is booked with CFI.
- 2) For an additional charge the Shipper may declare a higher value for coverage, which will allow them to collect full value for the product in the event of a claims resulting from a CFI provided handling service not including a claim that results from a delay or negligence by a steamship, airline or trucking carrier that CFI coordinates on your behalf.

**No**, I do not want additional coverage on any of my shipments and am willing to accept Commodity Forwarders maximum liability of \$.50 per pound / per shipment.

**Yes**, I choose to accept additional coverage at my expense and will advise the value at the time of booking. Declared value will be billed at a rate of \$.75 per \$100.00 declared at time of booking. Commodity Forwarders does reserve the right to refuse coverage on a specific shipment at any time and will do so in writing if the situation arises.

**Claim Procedure**

All claims (except overcharges) must be received in writing by CFI within 7 days after CFI accepted the shipment. Concealed loss/damage must be reported in writing to CFI within 24 hours, and with written follow-up either fax or e-mail within 48 hours after delivery.

The Shipper or Consignee must make every reasonable attempt to mitigate the loss on Commodity Forwarders behalf. At no time does Commodity Forwarders take possession of the goods and the final settlement value will be based on our interpretation of the Shipper or Consignee's attempt to salvage. The Shipper of record bears title to the goods until such time as they are signed for and possession is taken by another party. Product is not to be dumped without written authorization from Commodity Forwarders and without proof of dumping. In the event that the Shipper or Consignee is unable to mitigate the loss on the product Commodity Forwarders is to be given the option to salvage the goods on the shipper's behalf, and the product must be made available to them immediately upon request. Commodity Forwarders makes every attempt to settle their claims as quickly as possible. The claim process should take no more than 45 days from date of notification. Commodity Forwarders will also file claims, on behalf of the shipper/consignee with the carriers; however, Commodity Forwarders are dependent on each carrier's investigation, offer and settlement.

\*Authorized signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

\* By signing above, you acknowledge receipt of our terms & conditions, carrier and CFI claim procedures and accept our limits of liability if a claim should be filed. You must complete with a yes or no for both the 3<sup>rd</sup> Party Carrier and Commodity Forwarders Limits of Liability under the Declared Value Option section. If you fail to complete this section both answers will be considered "NO" and subject to liability limits as outlined.