

TERMS AND CONDITIONS OF CONTRACT

1. In tendering this shipment, the shipper agrees to all of the terms and conditions specified herein. **GOODS NOT ACCEPTABLE FOR SHIPPING OR STORAGE.**
2. **GOODS WILL NOT BE ACCEPTED FOR SHIPMENT** INTERWORLD FREIGHT, INC. will not accept checks, coins, paper money, gold, silver, jewelry, precious or semi precious stones, art works, live animals, perishables, explosive, hazardous or contraband materials of any nature, for any purpose at any time. If any such goods are delivered to INTERWORLD FREIGHT, INC. or its agents or servants, all risk of loss and all responsibility for loss of any type shall be retained by the party who put such goods into the custody or control of INTERWORLD FREIGHT, INC. The provisions of this paragraph may be waived by any agent or representative of INTERWORLD FREIGHT, INC. under any circumstance and INTERWORLD FREIGHT, INC. shall not be liable for loss or damage to the goods, nor shall INTERWORLD FREIGHT, INC. be liable for any consequential damages claimed by third parties as a result of the delivery of such prohibited goods into the custody of INTERWORLD FREIGHT, INC. **SHIPPER SHALL BE LIABLE TO FOR ANY LOSS OCCASSIONED ASA RESULT OF ANY VIOLATION OF THIS PARAGRAPH AND SHALL HOLD HARMLESS AND INDEMNIFY INTERWORLD FREIGHT, INC.** from any liabilities whatsoever, howsoever caused. INTERWORLD FREIGHT, INC. shall retain the right to reject any shipment for storage or transport purposes due to the size and dimension of the shipment.
3. It is agreed that the shipment as more fully described on the reverse side of this document, have been packed by the shipper and/or its forwarder or agent. Shipper hereby warrants that the shipment is packed to insure safe transportation, storage and handling and that the shipment is protected against changes in temperature and from routine handling. Shipper warrants that each package is properly labeled as to ownership and destination, legibly and durably. All packages are received by INTERWORLD FREIGHT, INC. in sealed condition and INTERWORLD FREIGHT, INC. retains the right of inspection, but that absent the exercise of any right inspection, is without knowledge as to the actual contents and the actual condition of the contents of any package or shipment. All weights entered on the reverse side of this document are subject to correction by INTERWORLD FREIGHT, INC.
4. **LIMITATION ON LIABILITY:** IT IS UNDERSTOOD AND AGREED that the LIABILITY of INTERWORLD FREIGHT, INC. for any claim for loss, damage, delay, misdelivery or other misfortune or casualty to the shipment, is limited to 50 cents (FIFTY CENTS) per pound of goods received for shipment (but not less than \$50.00 (FIFTY DOLLARS) for any shipment, UNLESS the shipper specifically declares the value of the shipment to INTERWORLD FREIGHT, INC. and actually pays the charges to declare the value(s) or before the delivery of shipment into the custody of INTERWORLD FREIGHT, INC.
5. **OPPORTUNITY TO DECLARE VALUE:** Unless the Shipper actually declares and pays the greater charge for declaring a higher value for the shipment, it is understood and agreed that the declared value and liability of INTERWORLD FREIGHT, INC. is 50 cents per pound (but not less than \$50.00 (FIFTY DOLLARS) for any shipment. In no event shall INTERWORLD FREIGHT, INC. be liable for more than the actual value of any shipment in the event that any shipment is valued less than the declared value of said shipment.
6. It is understood and agreed that INTERWORLD FREIGHT, INC. is not an insurer of the shipments described on the reverse side of this document.
7. INTERWORLD FREIGHT, INC. shall not liable for any, loss, damage, delay, misdelivery or other result not caused by its own negligence. Nor shall INTERWORLD FREIGHT, INC. be liable for any act, default, or omission by the shipper, consignor, consignee or any other party claiming an interest in the shipment or the goods, including any violation of these rules, inherent vice of the goods, improper, defective or inadequate packing and/or packaging, marking, securing labeling, misdescription etc.
8. INTERWORLD FREIGHT, INC. shall not be liable for loss, damage, delay or other peril or misfortune sustained by the shipment as a direct or indirect result of civil commotion, acts of God, riot, strike, acts or restraint of government, confiscation, and other risks, hazards, dangers and incident state of war or nuclear risk.
9. **CLAIMS:** ALL CLAIMS FOR loss or damage must be reported in writing to the office of INTERWORLD FREIGHT, INC. in Miami, via certified mail. All must be sent to INTERWORLD FREIGHT, INC. not later than 15 (fifteen) calendar days after the date that the shipment left the custody of INTERWORLD FREIGHT, INC. or in the case of the loss of an entire shipment, misdelivery or non delivery, then within 30 (thirty) calendar days from the date that the Shipper first requested delivery of the shipment. No action may be filed against INTERWORLD FREIGHT, INC. unless there has been compliance with the above notice requirements. Any action against INTERWORLD FREIGHT, INC. must be filed with Miami-Dade County, Florida and must be brought within two years from the date that written notice was sent to INTERWORLD FREIGHT, INC.
10. The consignor and/or consignee and/or shipper shall each be jointly and severally liable to INTERWORLD FREIGHT, INC. for the payment of any charges and sums due to INTERWORLD FREIGHT, INC. for the transport, handling and storage and/or other services provided. **ALL DECLARED VALUE CHARGES** must be paid at or before the delivery of the shipment into custody of INTERWORLD FREIGHT, INC. All sums due are payable within 15 days of the issuance of the invoice. Unpaid invoices shall accrue and bear interest commencing from the 30th days following issuance of the invoice, at the rate of 18% per annum. In the event that INTERWORLD FREIGHT, INC. finds it necessary to retain collection agents or attorneys to obtain payment of its invoices, then the consignor, consignee and/or shipper, agree to be liable for actual attorney fees and collection costs together with any sums due and any accrued interest.
11. **LIEN OF INTERWORLD FREIGHT, INC.** INTERWORLD FREIGHT, INC. shall have a lien upon each shipment for all sums due and payable to it by the consignor, consignee and/or shipper including the charges which were incurred prior to INTERWORLD FREIGHT'S receipt of the shipment, in the event of nonpayment. The lien shall be subject to Florida Statute § 677-7-209, and shall include the right of INTERWORLD FREIGHT, INC. to dispose of the shipment or any part of it, at a public or private sale without further notice and to pay itself out of the proceeds of said sale for all sums due to it including the costs of executing upon the lien.
12. INTERWORLD FREIGHT, INC. shall have the right to move the goods and/or take other measures with respect to the goods as INTERWORLD FREIGHT determines to be in the interest of fulfilling the purpose of this agreement.
13. NO AGENT, SERVANT OR REPRESENTATIVE OF INTERWORLD FREIGHT, INC. has the authority to alter, modify, or waive any provision of this agreement.