



## Rules and Regulations

1. Our deliveries are to door only. If instructed by our customer to make an inside delivery, our drivers will exercise due care and diligence in the performance of the delivery. However, such delivery shall be done at the customer's risk for any and all damages that might occur.
2. The customer is responsible for preparing, marking, packing and labeling the shipment to ensure safe transportation with ordinary care in handling. Liability will not be assumed in cases of damages to uncreated, unprotected, or improperly packaged goods handled by the carrier on a "hold harmless" basis.
3. All notices for OS&D must be submitted, in writing by certified mail, within thirty (30) days of shipment. Failure to file notice shall time bar carrier from any and all liability in the shipment. The exception to this is a non-delivery claim, which must be filed within one hundred eighty days of the original date of the shipment by the customer.
4. Declared Value Coverage is exempt from Carmack regulations. Goods in our care, control and custody are covered for the greater of fifty (50) cents per pound or fifty dollars (\$50.) for the average of the shipment, unless specific weight can be determined. If excess value is requested, such coverage may be purchased, in advance, at one dollar (\$1.00) per one hundred dollars (\$100.00) of declared value.
5. We will not be liable for loss, damage, delay or other results caused by a) Acts of God, perils of the air, public enemies, public authorities acting with actual or apparent authority, authority of the law, quarantine, riots, strikes, civil commotion, hazards of dangers incident to a state of war undeclared war; b) acts or defaults by the shipper, consignee or customer; c) the nature of the shipment or any defect, or characteristic or inherent vice thereof; d) violation by the shipper, consignee or customer of any of the rules contained; or e) compliance with instructions on the House Way Bill or alert.
6. Carrier will not be liable for incidental, consequential or special damages whether or not carrier had knowledge that such damages might occur. (Examples of such losses are and not limited to a) profit; b) overtime, and c) down time.)
7. Carrier will endeavor to accurately sign off and inspect the exterior of all goods received on a Master Airway Bill as to the observed condition of the goods. We do not inspect or provide OS&D coverage for concealed damaged.
8. All shipments of goods shall be delivered on the Forwarders House Way Bill.
9. All CODS shall be charged an accessorial fee, which will be collected in accordance with the Customers instructions. Failure of the Customer to specify, All CODS shall be in certified funds.
10. All invoices are due and payable thirty (30) days from the date of the invoice.

11. The shipper, consignee, owner and customer of the goods are jointly liable for the payment of and shall indemnify carrier against all unpaid transportation charges, fines, penalties, advances and disbursement of the carrier, said indemnification to include all collection and legal expenses including attorney and court fees, which carrier may incur during the course of any collection action carrier may take to enforce collection of delinquent charges due carrier.

12. All invoices, greater than sixty (60) days old, shall be charged one and one half percent interest (1.5%) per month. Such charges shall be due and payable before the account is released.

13. The carrier has no obligation to commence or complete transportation within a certain time or according to any specific schedule, or to make connections with any other carrier, or for error in any statement of times of arrival or departure.

14. "Carrier" and "we" shall refer to Atlantic Central Logistics, operating as Atlantic Freight JFK, Westchester Putnam, and A2Z Freight Services. "Customer" shall refer to our billed party to the transaction.

15. In tendering the shipment described for transportation, customer agrees to all conditions and rules listed on the Web Site.

16. Unless otherwise agreed to, all shipments shall be subject to dimensional weight charges based on a dim factor of 194.

17. Goods which remain unclaimed for a period of thirty (30) days, after a certified letter of same shall be sent to the customer, may be sold by the carrier at public or private sale. The proceeds of such sale may be applied against any outstanding freight charges, advances or charges of any kind, which are due. Any balance remaining after payment of such charges will be remitted to the customer. However, the shipper, consignee, owner or customer shall remain jointly and severally liable to the carrier for any deficiency should the process of such a sale be insufficient to offset all charges due the carrier with respect to the goods.

18. At the time of delivery, the consignee must note on the House Way Bill any exceptions to the shipping containers that would indicated a discrepancy. Such notations could include shortage in the shipment, damage to the containers, or possible damage to the contents of the containers. The consignee may not inspect the contents of the shipping container, until the consignee signs for the shipment on the House Way Bill. NOTE: Such notations as "subject to inspection" and "subject to recount" are not exceptions. In the absence of notations on the House Way Bill, at the time of delivery, carrier shall be released from liability.

19. The following articles are not acceptable for shipment, coverage or claims: artwork, antiques, articles of intrinsic value, collectibles, prototypes, one of a kind items, negotiable securities, precious stones or metals, animals, furs, medical waste, dangerous goods in excess of IATA amounts, jewelry, and perishables. In the event a prohibited commodity is inadvertently handled, carriers waives all excess liability.

20. In case of a disputed between the Carriers and Customers regulations, the Carriers regulations will prevail. In the absence of any regulation to the contrary, or if, the Carriers regulation is "silent" on a particular matter; the Customers Condition of Contract or Carriage will prevail.

21. All shipments are subject to security controls and regulations as may be required by government agencies. Carrier accepts no liabilities for delays caused by said regulations.