



181 E JAMAICA AVE  
 VALLEY STREAM,  
 NEW YORK 11580  
 TEL.516-371-2300  
 FAX.516-371-2354

**WORLDWIDE CARGO SERVICES AIRBILL**

**DOMESTIC - EXPORT - IMPORT**

ORIGIN	DESTINATION
DATE	REF#

SHIPPER:  
 ADDRESS:  
 CITY,STATE,ZIP  
 TELEPHONE: SHIPPERS REF #

RECIEVER:  
 ADDRESS:  
 CITY,STATE,ZIP  
 TELEPHONE: RECEIVER REF#

**BILL TO:** Shipper Reciever 3rd Party

**DELIVERY INSTRUCTIONS** Priority Overnight 2nd Day 3-5 Days

3rd Party

Special Instructions:

SHIPPER:

Declared Value For Carriage:  
 LIABILITY INCLUDING NEGLIGENCE IS LIMITED TO \$50.00 PER SHIPMENT, UNLESS A GREATER VALUATION SHALL BE PAID FOR, OR AGREED TO BE PAID IN WRITING PRIOR TO SHIPPING. ALL QUOTATIONS EXPIRE 30 DAY'S FROM THE DATE ISSUED.

ADDRESS:  
 CITY,STATE,ZIP

TELEPHONE:

**PLEASE CHECK ONE** Note: If no box is checked, we will assume insurance has been declined

**FREIGHT DESCRIPTION**

**Accept Insurance- Amount \$** \_\_\_\_\_ **Decline Insurance**

PIECES	DESCRIPTION	WEIGHT	DIMENSIONS

X \_\_\_\_\_ DATE:

SHIPPER'S SIGNATURE

RECEIVED FREIGHT IN GOOD ORDER:

X \_\_\_\_\_ DATE:

RECIEVER'S SIGNATURE TIME:

**SHIPPER'S COPY**

# Conditions of Contract

## GENERAL TERMS

1. Shipper agrees to the conditions listed below and understands that they may not be altered by anyone. Shipper also understands that this airway bill is non-negotiable and was prepared by him on his behalf by the carrier.
2. Unless exceptions to the condition of the package(s) are noted, it is agreed that on the date the shipment is received, it is presumed to be in good condition. The shipment will be classified and charged under the tariff, a copy which is available for inspection by the shipper at its request, but shipper is acknowledging that the terms and conditions of the tariff are incorporated by the reference in this agreement.
3. If the shipper wants this shipment to be C.O.D. the amount of the C.O.D. must be entered on the airway bill and the sum will be collected for a fee by the carrier on its terms and conditions referred to in paragraph 2. The shipper understands the carrier is not guaranteeing the C.O.D. and if the consignee refuses to pay, the carrier will not be responsible for the payment; only the return, storage (for a fee) or delivery of the shipment at the shipper's direction.
4. If the shipper does not give special instructions for the manner and location of delivery of the shipment on the airway bill, the delivering carrier will deliver the shipment using a commercially reasonable point where suitable delivery service is available, subject to the delivery charges and rules of the delivering carrier.
5. The shipment will be charged on the basis of either actual or dimensional weight, whichever is greater. Therefore, shipper should enter cubic inches (Length x Width x Height) in the box provided on the airway bill.
6. Unless the shipper gives other instructions, the carrier may in its discretion divert the shipment to motor or other carrier.
7. All information on this airway bill is provided by the shipper and the forwarder is not responsible for any misdeclaration or description.

## LIABILITY LIMITATIONS-DECLARED VALUE

8. (a) The liability of Worldwide Cargo Services, Inc. is limited to an amount set forth in the Worldwide Cargo Services, Inc tariff in effect on the date of the shipment. Unless a higher declared value is requested and the fees set forth in the Worldwide Cargo Services, Inc. tariff in effect on the date of shipment for such higher declared value are paid by the shipper. In no event shall the liability of Worldwide Cargo Services, Inc. exceed the declared value of the shipment or the amount of loss or damage actually sustained, whichever is lower. Shipments containing items of extraordinary value including but not limited to drawings, paintings, sculptures, porcelain, ceramics, furs, jewelry, for trimmed clothing, watches, gems, stones, money, bullion, currency, coins, trading stamps or other extraordinary valuable items may not be acceptable or are acceptable subject to special limitations of liability as set forth in the Worldwide Cargo Services, Inc tariffs on the date of shipment.

Liability including negligence is limited to \$50.00 per shipment, unless a greater valuation shall be paid for, or agreed to be paid in writing prior to shipping. All quotations expire 30 day's from the date issued. Worldwide Cargo Services, Inc. shall only be liable for loss, damage, delay, misdelivery, or non-delivery caused by its own negligence.

Worldwide Cargo Services, Inc. is not liable for any loss, delay, misdelivery, or non-delivery cause by the act, default or omission of the shipper, consignee, or any other party who claims interest in the shipment, the nature of the shipment or any defect thereof, violation by the shipper or consignee of any of the terms or conditions of contract combined in this airway bill or in the Worldwide Cargo Services, Inc. tariff in effect on the date of the shipment including, but not limited to improper or insufficient packing, servicing, marketing, or addressing, or failure to observe any of the rule relating to shipments not acceptable for transportation or shipments acceptable only under certain conditions, acts of God, perils of the air, public enemies, public authorities acting with actual or apparent authority, authority of law, acts or omissions of customs of quarantine officials, riots, strikes, or other local disputes, common commotions, hazards incident to a state of war, weather conditions or mechanical delay of aircraft or other equipment, compliance with delivery instructions from the shipper or consignee or acts or omissions of any person other than Worldwide Cargo Services, Inc.

WORLDWIDE CARGO SERVICES, INC. shall not be liable in any special incident or consequential damages, including but not limited to loss or profits or income whether or not Worldwide Cargo Services, Inc. had knowledge that such damages might be incurred.

(b) The rules relating to liability established by the convention for the unification of certain rules relating to the international carriage by air signed at Warsaw, Poland, on Oct. 12, 1929 shall apply to the international carriage of any shipment hereunder, insofar as the same is governed hereby.

## PACKAGING AND CONCEALED DAMAGE

9. It is the obligation of the shipper to prepare and package the cargo in such manner as to protect against concealed damage. The freight forwarder assumes no liability to inspect the packaging of the goods contained therein for the prevention of any damage. Claims for the concealed damage or loss must be reported in writing to the forwarder at their general office 181 East Jamaica Ave, Valley Stream, NY 11580 within 72 hours after delivery of shipment with privilege to the forwarder to make inspection of the shipment. All merchandise must be retained in the original shipping for a period of 15 days after forwarder has received notice of damage or concealed loss, in order that the forwarder may make an inspection thereof, concealed damage freight only, when proven negligent, Worldwide Cargo Services, Inc. will only assume 50% of the actual dollar loss no matter what the declared value is established. No claim for loss or damage to a shipment will be entertained until all transportation thereon has been paid. The amount of the claim may not be deducted from transportation charges. Failure of the forwarder to inspect will not be considered waiver of any rights.

## COMPLETION OF TRANSPORTATION

10. Rule #45 "except as otherwise provided in this tariff or in tariffs governed hereby, the forwarder assumes no obligation to commence or complete transportation of a shipment within any specific period of time"...

## PAYMENT

11. (a) By signing this airway bill and accepting the goods transported under it, even if there is loss or damage, both the shipper and the consignee are jointly and individually liable for immediate payment of all charges due. If payment is not made, the shipper and /or consignee agree(s) to be responsible for collection and/ or suit expenses, including attorney's fees.  
(b) Tariff regulations require all freight bills be paid within 15 days.

## FOR INTERNATIONAL SHIPMENTS ONLY

Worldwide Cargo Services, Inc. accepts this document as a shipper's letter of instruction and will prepare and sign an international airway bill or any required export documentation from the information shown hereon. For some shipments Worldwide Cargo Services, Inc may act as an agent for the airline, in which case the airlines tariffs apply.