TERMS AND CONDITIONS TO OCEANAIR HOUSE AIR WAYBILL (Domestic and International)

GENERAL TERMS FOR ALL CARRIAGE

A. In this contract and the Notices appearing herein "Carrier" includes OCEANAIR, Inc., its affiliated companies, and every carrier, subcontractor, servant and agent who carries or undertakes to carry the cargo or perform any other service related to, or connected with, the carriage of the cargo.

B. The Shippers warrants it has the authority of and all parties having any interest in the cargo to enter this contract on their behalf. In tendering the cargo described herein for carriage, Shippers agrees to the conditions of this contract and in this event the authority is specially or generally otherwise clearly marked and agreed by Carrier in writing prior to shipment.

C. All provisions herein shall govern to the fullest extent permissible under any national law or international convention which may apply by force of law in the event the Shippers herein is unable to provide for the carriage for any reason by reason of death, illness, incapacity or any other circumstance.

D. Payment is subject to charges for actual or dimensional weight in accordance with applicable rates and regulations. The Shipper(s) and Consignee(s), as identified on the waybill face, and their principals shall be jointly and severally liable for any and all undisputed charges payable on account of this contract and also for indemnity payment to carrier for any and all damages, fines, claims, penalties, liabilities, costs or other monies which may be incurred by Carrier by reason of this contract or other cause not exclusively attributably to Carrier. Charges may be forfeited or assessed penalties against parties having an interest in the cargo, including but not limited to shipper and consignee(s), as identified on the waybill face, absent verifiable evidence to Carrier's satisfaction of the absence of any such damages. Carrier shall have no liability for damage to, or loss of, the cargo or any part of the cargo in circumstances of inherent defect of that cargo, quality or vice of that cargo, defective packing not performed by the Carrier, or any Force Majeure event, to include but not be limited to, natural disasters, strikes, civil unrest, acts of war or armed conflicts, acts of public authorities, and acts or threatened acts of public enemies, hijackers or assailing thieves.

(ii) Transportation of the cargo hereunder is subject to availability of equipment and space therein. The Carrier undertakes to complete the carriage of the cargo within the time stipulated in this contract or its written consent to its discretion to use alternative carriers, equipment and also modes of transportation without notice. The Carrier shall exclusively determine the routing as it deems appropriate, and shall have the liberty to change or deviate from the routing shown on the face hereof.

NOTE: CONSIDERING CARRIER’S LIMITATION OF LIABILITY: 100% of the declared value, if set forth herein, multiplied by the weight of each piece of the shipment which may have been delayed, lost, or damaged, unless a higher value is declared herein and adequate charges paid therefore for the actual value of such piece plus the transportation charges for which the Shipper, consignee and third parties are liable. In case of good faith accepted consideration acknowledged hereby, Shipper expressly waives pursuant to 49 U.S.C. § 14401 Carrier’s general liability as may otherwise exist under 49 U.S.C. § 14500 et seq.

(iv) The cargo is subject to a general lien by the Carrier for monies owed the Carrier relating to the cargo, a prior claim, and/or both, subject to notice and reservation of rights provisions in clause (v) above.

(v) To the extent applicable, and for good and sufficient consideration hereby acknowledged received, the Shipper expressly waives pursuant to 49 U.S.C. § 14401 the minimum periods for the filing of claims and civil actions, as defined under 49 U.S.C. § 14706(e)(1), and any statutory succession. Considerations as to time for notice of claim and time for suit are otherwise governed in accordance with applicable law, and such time limits shall in no event be considered extended by this contract. Unless applicable law provides for a shorter time limit, any rights and/or claims against Carrier shall survive for a period of 90 days from the date of delivery or the date the cargo should have been delivered; and (b) an action is both filed and served upon the Carrier within one year from the date of the occurrence of the event giving rise to such claim.

NOTE: Notwithstanding the foregoing, as a condition precedent to recovery, any damages, claims, penalties, liabilities or other moneys sought shall be the circumstance with concealed damage or shortage) must be reported in writing to Carrier within 7 days after all events, Carrier must be given an opportunity to inspect the cargo and its packaging within 15 days after its receipt of the written notice as provided herein. All disputes hereunder shall be determined exclusively in the State and Federal Courts located in Massachusetts. If applicable, and for good and sufficient consideration acknowledged hereby, Shipper expressly waives pursuant to 49 U.S.C. § 14401 its constitutional rights and limitations of 49 U.S.C. § 14706(d) to the extent inconsistent with Massachusetts.

SUPPLEMENTAL TERMS FOR INTERNATIONAL AIR CARRIAGE

NOTE: CONSIDERING CARRIER’S LIMITATION OF LIABILITY: If the cargo involves an ultimate destination or stop in a country other than the country of departure, the Montreal Convention or the Warsaw Convention may be applicable to the liability of the Carrier in respect of loss of, or damage to the cargo, and the liability of the Carrier in respect of liability in accordance with those Conventions shall be set forth in paragraph 4 below a higher value for carriage and paying a supplemental charge if required.

1. In this contract and the Notices appearing herein "CARRIER" includes the air carrier issuing this air waybill and every carrier and agent who carries or undertakes to carry the cargo or perform any other service related to, or connected with, the carriage of the cargo, including making the voyage, performing the carriage, and commensurate charges paid. Certain commodities may have a maximum pound, multiplied by the weight of each piece of the shipment which may have been delayed, lost, or damaged, unless a higher value is declared herein and adequate charges paid therefore for the actual value of such piece plus the transportation charges for which the Shipper, consignee and third parties are liable. In case of good faith accepted consideration acknowledged hereby, Shipper expressly waives pursuant to 49 U.S.C. § 14401 Carrier’s general liability as may otherwise exist under 49 U.S.C. § 14500 et seq.

10.1.1 in the case of damage to the cargo, immediately after discovery of the damage.

10.1.2 in the case of delay, within 21 days from the date on which the cargo is placed at the disposal of the person entitled to delivery.

10.4 Any rights to damages against Carrier shall be extinguished unless an objection is given written notice thereof to the Shipper and Consignee, as identified on the waybill face, absent verifiable evidence to Carrier's satisfaction of the absence of any such damages. Carrier shall have no liability for damage to, or loss of, the cargo or any part of the cargo in circumstances of inherent defect of that cargo, quality or vice of that cargo, defective packing not performed by the Carrier, or any Force Majeure event, to include but not be limited to, natural disasters, strikes, civil unrest, acts of war or armed conflicts, acts of public authorities, and acts or threatened acts of public enemies, hijackers or assailing thieves.

G. The liability of Carrier shall be that of a warehouseman if the cargo is not unpacked within 48 hours after notice of its arrival is issued. Notwithstanding, Carrier shall be entitled to all benefits conveyed under this Contract, with the rights and remedies therein as for accounts of carriers and to sell the cargo at public or private sale not less than 30 days after having given written notice of the carrier’s intention to sell the cargo at auction or at private sale, and consignor agrees to accept the proceeds of such auction or private sale.

7. In cases of loss of, damage or delay to the cargo, the weight to be taken into account in determining Carrier’s liability shall be only the weight of the package or packages concerned.

7.1 Notwithstanding any other provisions, for “foreign air transportation” as defined by the U.S. Transportation Act of 1980.

7.1.1 in the case of loss, damage or delay to a shipment, the weight to be used in determining Carrier’s liability shall be the weight which is otherwise governed in accordance with applicable law, and such time limits shall in no event be considered extended by this contract. Unless applicable law provides for a shorter time limit, any rights and/or claims against Carrier shall survive for a period of 90 days from the date of delivery or the date the cargo should have been delivered; and (b) an action is both filed and served upon the Carrier within one year from the date of the occurrence of the event giving rise to such claim.

7.1.2 in the case of loss, damage or delay to a shipment, the weight shipped in 7.2.1 shall be prorated to the packages covered by the same air waybill whose value is affected by the loss, damage or delay. The weight applicable in the case of loss or damage to one or more articles in a package shall be the weight of the entire package.

8. Any exclusion or limitation of liability applicable to Carrier shall apply to Carrier’s agents, employees, and representatives and to any person whose aircraft or equipment is used by Carrier for carriage and such person’s government regulations, orders and requirements.

9. Carrier undertakes to complete the carriage with reasonable dispatch. Where permitted by applicable laws, tariffs and government regulations, Carrier may use alternative carriers, aircraft or modes of transport without notice but with due regard to the interests of the Shippers. Carrier is authorized by the Shipper to select the routing and all intermediate stopping places (if any) and/or to change the routing or deviate from the routing shown on the face hereof.

10. Receipt by the person entitled to delivery of the cargo without complaint shall be prima facie evidence that the cargo has been delivered in good condition. Without such notice or complaint the Shippers shall be deemed to have accepted delivery of the cargo. In the case of loss of, damage or delay to a cargo, a written complaint must be made to Carrier by the person entitled to delivery. Such complaint must be made:

10.1.1 in the case of damage to the cargo, immediately after discovery of the damage and within 21 days from the date of receipt of the cargo.

10.1.2 in the case of delay, within 21 days from the date on which the cargo was placed at the disposal of the person entitled to delivery.

10.1.3 in the case of non-delivery of the cargo, within 120 days from the date of issue of the air waybill, or if an air waybill has not been issued, within 120 days from the date of receipt of the cargo for transportation by the Carrier.

10.2 Such complaint may be made to the Carrier whose airway bill was used, or to the first Carrier or to the last Carrier or to the Carrier, which performed the carriage during which the loss, damage or delay took place.

10.3 Unless a written complaint is made within the time limits specified in 10.1, no action may be brought against Carrier.

10.4 Any rights to damages against Carrier shall be extinguished unless an action is brought within two years from the date of the arrival at the destination, or within 120 days of the time that the aircraft ought to have arrived, or from the date on which the carriage stopped.

11. Shippers shall comply with all applicable laws and government regulations of any country to or from which the cargo may be carried, including those relating to the packing, carriage or delivery of the cargo, and shall furnish such information and attach such documents to the air waybill as may be necessary to comply with such laws and regulations. Carrier is not liable for any loss, damage or injury caused by the Carrier for loss or expense due to Shippers’ failure to comply with this provision.

12. No agent, employee or representative of Carrier has authority to alter, modify or waive any provisions of this contract.

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