



## ESTES FORWARDING WORLDWIDE, LLC TERMS AND CONDITIONS

As used herein, the words "Estes Forwarding", "our", "we", or "us" shall refer to Estes Forwarding Worldwide, LLC, a Virginia corporation, its employees and agents. "You" and "Your" shall refer to the shipper (sender), Its employees and agents. "Terms and Conditions" shall refer to the provisions contained on the Estes Forwarding Worldwide, LLC Waybill. The "Service Conditions Policy" shall refer to the provisions contained within the current Service Conditions Policy on the date of this shipment as published on our website.

### HAZARDOUS OR DANGEROUS GOODS

Shipper will comply with all Federal and International (if applicable) laws and regulations regarding air cargo transportation. Shipper will not tender any hazardous materials or dangerous goods as defined and/or controlled by the rules and regulations of the IATA, ICAO and/or U.S. DOT unless prior arrangements have been made and agreed upon in writing. Hazardous materials or dangerous goods that do not qualify for air transportation may be accepted and routed by Estes Forwarding solely at our own discretion. In accordance with the Transportation Security Administration of the U.S. Department of Homeland Security, shipper consents to the screening of all cargo shipments. Furthermore, Shipper agrees to indemnify, defend and hold Estes Forwarding harmless for any loss, liability or claim, including fines, which Estes Forwarding may incur from Shipper's failure to comply with this provision herein.

### LIABILITIES NOT ASSUMED

- A. We make no warranties, expressed or implied, and expressly disclaim any and all warranties. We will not be liable for misdelivery, incomplete or otherwise inadequate delivery (including but not limited to failure to follow Shipper or Consignee instructions or failure to collect or properly deliver a payment instrument), non-delivery, missed pickup, loss or damage, unless caused by our sole negligence. We will not be responsible for any shipment until we have accepted and taken possession of the shipment. Quotes are based on the information provided and are only an estimate. Final charges are based on actual shipment pieces, weight, dimensions and services performed as a requirement for the delivery. Any changes in actual shipment details will affect the final charges.
- B. Without limiting the generality of Subsection A, we shall not be liable for any misdelivery, incomplete or otherwise inadequate delivery (including but not limited to failure to follow Shipper and Consignee instructions or failure to collect or properly deliver payment instruments), non-delivery, missed pickup, delay, loss or damaged caused in whole or in part by:
1. The act, default or omission of the Shipper, Consignee or any other party claiming an interest in the shipment.
  2. The nature of the shipment, defect, or inherent vice of the product.
  3. Failure of the Shipper or Consignee to observe any requirements or obligations contained in these terms including, but not limited to, improper or insufficient packaging, security, addressing or marking of any shipment or, the Shipper's failure to follow any term related to shipments that are not acceptable for transport.
  4. Acts of God, weather conditions, environmental or dangerous good incidents, perils of the air, public enemies, public authorities acting with actual or apparent authority, acts or omissions of customs officials, authority of law, quarantine, riots, strikes, work stoppages or slowdowns, or other labor disputes or disturbances, local or national disruptions in ground or air transportation networks or systems due to events beyond our control, disruption or failure of communication and information systems, disruption of utilities, civil commotion or hazardous situations incident to a state of war, terrorism, or other circumstances beyond our control, and mechanical delay of aircraft or equipment failures.
  5. Acts or omission of any person other than us, including delivery instructions from the Shipper or Consignee that were compiled by us.
  6. Compliance with the laws, government regulations, orders or requirements, or any other cause beyond our control.
- C. We do not guarantee delivery by a specific time or date, and we shall not be liable for delay or any other failure to meet an agreed upon delivery deadline. There are no stopping places that are agreed at the time of shipment, and we reserve the right to route the shipment in any way, manner or mode we deem appropriate. In no event shall we





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be liable for special, incidental or consequential damages to misdelivery, incomplete or otherwise inadequate delivery (including but not limited to failure to follow Shipper or Consignee instructions or failure to collect or properly deliver a payment instrument), non-delivery, missed pickup, delay, loss or damage.

- D. Shipper and Consignee are responsible for and warrant their compliance with all applicable laws, rules and regulations, including but not limited to, Customs Laws, import and export laws and government regulations of any country to, from, through or over which its shipment may be carried. Shipper and Consignee agree to furnish such information and complete and attach to the Waybill such documents as are necessary to comply with such laws, rules and regulations. We assume no liability to the Shipper, Consignee or any other person or expense due to the Shipper's and/or the Consignee's failure to comply with the provision. If the Shipper does not complete all of the documents required for the carriage, or if the documents the Shipper submits are not appropriate for the service or destination requested, Shipper hereby instructs Estes Forwarding, where permitted by law, to complete, or replace the documents for the Shipper at the Shipper's expense. However, we are not obligated to do so. If a substitution form of Waybill is needed to complete the receipt or delivery of the shipment, and we complete that document the terms and conditions of the Estes Forwarding Waybill will govern. We are not liable to the Shipper or any person for our actions under this provision.

### LIABILITY FOR CHARGES AND INDEMNIFICATION

- A. The Shipper and Consignee shall be liable, jointly and severally, for all unpaid charges payable on account of any shipment, including, but not limited to, transportation charges and all duties, Customs assessments, governmental penalties and fines, and our attorney's fees and legal costs related to the shipment, and such other sums advanced or distributed by us on account of such shipment.
- B. The Shipper and Consignee shall be liable, jointly and severally to pay or indemnify, protect, defend and hold us harmless from and against all claims, liabilities, fines, penalties, damages, costs or other sums (including attorney's fees and costs) that may be incurred, suffered or disbursed for any violation or breach of any of the terms contained herein or any other default of the Shipper, Consignee or such other party with respect to a shipment.
- C. The Shipper and Consignee shall jointly and severally, indemnify and hold Estes Forwarding harmless against all claims, liabilities, damages, costs (including reasonable attorney's fees) asserted against or incurred, by Shipper and/or Consignee in connection with any person's injury, death, property damages, or violation of Federal, State, local law or regulations that is an actual result or consequence of service provided by Estes Forwarding.

### LIENS ON SHIPMENTS

Estes Forwarding shall have a lien on the shipment for all sums due and payable to us. In the event of non-payment of any sum payable to us, the shipment may be held by us and be subject to storage and/or disposed of at public or private sales, without notice to the Shipper or Consignee and with no further liability to us paying us out of the proceeds of such sale all sums due and payable to us, including storage charges. The Shipper and/or Consignee shall continue to be liable for the balance of any unpaid charges payable on account of the shipment.

### LIMITATIONS OF LIABILITY

- A. Our liability, in the absence of a higher declared value for carriage, is limited to \$50.00 (USD) per shipment or 50 cents (USD) per pound, per piece of cargo, lost or damaged, misdelivered or otherwise adversely affected, whichever amount is greater, but in no event shall amount exceed the actual invoice value of the goods. This limitation is subject to provisions as published in our governing tariffs in effect at the time of this shipment. Even if a higher declared value is requested, in no event shall our liability exceed the declared value of the shipment or the amount of loss or damage actually sustained, whichever is lower. Please note that we will not be liable for a higher declared value unless prior to tendering the shipment to us you properly declare the higher value on the Waybill and prepay all applicable charges. Estes Forwarding's maximum liability is \$25,000 unless a higher value is declared on the Waybill. We shall never be liable for any claims arising from delay in shipment. If this is an international shipment liability shall be governed by the Estes Forwarding Worldwide, LLC's International Terms and Conditions of contract found at [www.efwnow.com](http://www.efwnow.com).





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- B. Subject to the limitations of liability contained in the Waybill and this Policy, we shall only be liable for loss or damage caused by our own negligence. We make no warranties, either express or implied. We will not be liable for any loss or damage caused by your acts or omissions or the act of the party claiming an interest in the shipment, including but not limited to, improper or insufficient packing, securing, marking, labeling or addressing, or for violation by you or any other party of any of the terms and conditions on the Waybill or our Service Conditions Policy. We are also not liable for loss or damage caused by circumstances outside our control, including but not limited to, weather conditions, acts of God, public authorities, public enemies, war, civil commotions, riots, strikes or other labor disputes, any defect or inherent vice in the goods, mechanical delay of aircraft or other equipment, or the acts or omissions of public officials, such as Customs and quarantine officials who have actual and apparent authority.
- C. IN ANY EVENT, WE SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME WHETHER OR NOT WE HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.
- D. When the shipper declares a value that exceeds \$50 (USD), or 50 cents (USD) per pound, whichever is greater, on domestic shipments, an additional charge of 65 cents (USD) for each \$100 (USD) or fraction thereof, subject to a minimum charge of \$25.00 (USD) per shipment, will be assessed on the declared value shown on the Waybill. Estes Forwarding's maximum liability is \$25,000 (USD) unless a higher value is declared on the Waybill.
- E. Unless otherwise stated, our liability for shipments containing glass shall be limited to \$50.00 (USD). Shipments of glass with a declared value exceeding \$50.00 (USD) will not be accepted without written approval prior to shipment. Please note that we will not be liable for a higher declared value unless prior to tendering the shipment to us, you properly declare the higher value on the Waybill and prepay all applicable charges. Even if a higher declared value is requested, in no event shall our liability exceed the declared value of the shipment or the amount of loss or damage actually sustained, whichever is lower. Glass shipments include, but are not limited to, windshields, plate glass, ceramics, chinaware and light bulbs.
- F. The only exception to EFW's limit of liability shall be for any shipment moved by EFW Truckload Brokerage, a division of Estes Forwarding Worldwide, LLC, as defined within this Section F. For EFW Truckload Brokerage, a division of Estes Forwarding Worldwide, LLC, shipments only, in the event of loss or damage EFW Truckload Brokerage's, a division of Estes Forwarding Worldwide, LLC, liability will be for the actual value of the goods up to a maximum of \$250,000 per occurrence unless the Customer has requested additional liability in writing and all applicable charges are prepaid. EFW Truckload Brokerage's, a division of Estes Forwarding Worldwide, LLC, liability limits cannot be altered by any terms of the Customer's bill of lading. An EFW Truckload Brokerage, a division of Estes Forwarding Worldwide, LLC, shipment is defined as any 48' or 53' dry van or any sized flatbed that moves under one bill of lading, where the truckload provider is the only vendor providing service from shipper to consignee(s).
- G. Regardless of the modes of transportation selected, our liability for lost or damaged shipments shall be as established herein. In the event that Estes Forwarding selects an all over-the-road routing for this shipment, the parties expressly waive, under 49 USC 14101 (b)(1), all rights and remedies under the ICC Termination Act of 1995.
- H. MEXICAN SHIPMENTS: Estes Forwarding Worldwide shall only be liable for any loss or damage to a shipment within the Country of Mexico, or any shipment originating from the Country of Mexico, in accordance with the Mexican Law of Roads, Bridges and Federal Motor Transportation. Shipper acknowledges that under Mexican law, cargo liability is substantially limited, unless the parties involved increase the cargo coverage in Mexico by purchasing additional cargo insurance. If more coverage is desired than otherwise provided by Mexican law, it is the responsibility of the payer of the transportation charges to purchase additional cargo insurance. See Section 37 of our Domestic Service Conditions Policy for more information.

### GOVERNING LAW AND VENUE

These Terms and Conditions shall be governed, construed and interpreted in accordance with the laws of the Commonwealth of Virginia. The Parties agree that any lawsuits arising out of our services or these Terms and Conditions will be brought in the applicable State Court in the City of Richmond, Virginia. Any lawsuit arising subject to Federal jurisdiction shall be brought in the Federal District Court for the Eastern District of Virginia.

