Tex-Air Delivery, Inc.
Terms and Conditions

These Terms and Conditions supersede previous Tex-Air Delivery service conditions and prior statements concerning rates and conditions. They govern transportation, warehousing, storage, handling and related services. Customer accepts them by requesting services. A written agreement signed by a Tex-Air Delivery corporate officer controls to the extent of an express conflict.

Rates or quotes given by our employees are based upon information provided by you; final rates and service may vary based upon the shipment actually tendered and services actually requested or required. All amounts are in U.S. dollars. The Tex-Air Delivery waybill and these Terms control conflicting written or verbal statements, subject to the signed agreements and mandatory law described herein. Applicable rates and rules will be furnished on request. No delivery time, flight cutoff or appointment is guaranteed unless expressly accepted in writing by a corporate officer.

Definitions

"shipper" means any and all entities tendering a shipment to Tex-Air Delivery for carriage, including entities physically tendering shipment and entities on whose account a shipment is to be made. "shipper" means the person or entity with whom the shipment originates, and whose name is listed on the waybill as the shipper, and includes the shipper, consignor, and their agents, servants and employees, and any other person or entity having or claiming an interest in or beneficial ownership in a shipment. As used herein, "shipper" shall include, but is not limited to, freight forwarders, consolidators, property brokers, customs brokers, and other logistics providers who tender shipments to Tex-Air Delivery. Regarding all shipments tendered by any shipper as defined above, the shipper represents that it has the authority to enter into this agreement on behalf of its customer and warrants that it is the disclosed agent of its customer.

"customer" used herein shall include any shipper, freight forwarder, consolidator, property broker, customs broker, or other third party tendering shipments to Tex-Air Delivery. Where any intermediary, other than the beneficial owner of the freight, tenders shipments to Tex-Air Delivery, such intermediaries shall be the disclosed agent of the beneficial owner of the goods and the term "customer" shall include its principal.

The term "carrier" or "carriers" as used herein shall mean the independently owned and operated motor carriers and other qualified service providers into whose care, custody and control shipments shall be tendered by Tex-Air Delivery subject to these service conditions.

Customer remains directly responsible for its obligations when acting as an intermediary and warrants authority to bind the owner to these Terms, including the liability limits. Customer shall supply accurate descriptions, counts, weights, releases and lawful instructions, and properly package and secure the goods.

Bill of lading

Shipper agrees that goods are accepted in apparent good order except as noted, subject to applicable rules and these Terms. The Tex-Air Delivery waybill serves as a receipt. Other carrier or customer shipping documents may be used for convenience; conflicting terms are not accepted unless approved in writing by a Tex-Air Delivery corporate officer. Drivers and customer service employees cannot bind Tex-Air Delivery to different terms. A receipt confirms only visible condition and observable units, not concealed contents, value or internal counts. Signing a customer document does not accept its declared value, penalties or indemnities.

Weights and measures

Weights listed on the bill of lading are subject to verification. Dimensional weight applies if greater than actual weight: DWT = (L x W x H)/200. Dimensions are in inches and weight is in pounds. Billing or dimensional weight does not increase cargo liability.

Commodities not accepted for transport

Human remains or live animals shall not be accepted for transport.

Limitation of liability

Tex-Air Delivery's liability for loss or damage is limited to $50.00 for a shipment of 100 pounds or less, and $0.50 per pound for a shipment greater than 100 pounds, applicable only to the portion actually lost or damaged, unless a greater value is declared and excess valuation paid. These limits apply only under a valid released value agreement and subject to mandatory law. Standard liability shall not exceed $25,000 per shipment or separate warehouse receipt.

A higher value may be declared, up to $2.50 per pound, in writing before the shipment is received. Customer has an opportunity to request a higher liability rate before tender. Increased liability requires Tex-Air Delivery's written acceptance of the value and additional charge before service; a value on a commercial invoice or customer shipping document alone does not increase liability. Values above $2.50 per pound or $25,000 require a separate agreement signed by a corporate officer. Declared value may not exceed actual value.

Liability for complete loss or damage is the lesser of declared value or actual value. For partial loss under an accepted higher value agreement, the declared value is allocated to the affected goods by actual gross weight unless otherwise agreed in writing. Recovery shall not exceed proven actual loss after salvage and mitigation. An accepted higher value agreement prevails over inconsistent standard caps.

Tex-Air Delivery does not provide all-risk cargo insurance. Declared value is a liability limit, not insurance. Customer is responsible for arranging insurance for the full value and its commercial exposure. The limits expressly apply to ordinary negligence where lawful, but do not limit fraud, willful misconduct, conversion to Tex-Air Delivery's own use or other liability that cannot lawfully be limited.

Claims

Inbound airline recoveries and subsequent deliveries, and outbound pickups and drops at airlines or their ground handlers, fall outside the Carmack Amendment when performed as part of a continuous air shipment qualifying under 49 U.S.C. § 13506(a)(8)(B).

Unless controlling law requires otherwise, written claims for loss, damage, shortage or delay must be received by Tex-Air Delivery within **60 calendar days after delivery**, or, for nondelivery, within 60 calendar days after a reasonable time for delivery has elapsed. Failure to timely submit a claim bars recovery to the extent permitted by law.

Claims must identify the shipment, assert Tex-Air Delivery’s liability and state a specified or determinable amount. Preserve the goods and packaging for reasonable inspection.

Tex-Air Delivery is not responsible for concealed damage. No claim for loss or damage will be processed until all transportation charges have been paid. Claims cannot be deducted from transportation charges. Claims must be submitted in writing to Tex-Air Delivery, Inc., Claims Department, P.O. Box 610926, DFW Airport, TX 75261.

Payment location and terms

Invoices are payable to P.O. Box 610926, DFW Airport, TX 75261. Invoices are due upon receipt and past due if payment is not received within 30 days of invoice date. Payment shall be made without setoff, withholding or chargeback and is not contingent on payment by another party. Past-due balances accrue simple interest at 1.5% per month or the maximum lawful rate, whichever is lower. Customer shall pay reasonable collection costs and attorneys' fees where lawful. Tex-Air Delivery may revoke credit, require prepayment or suspend further services for nonpayment.

Fuel surcharge

We reserve the right to assess fuel surcharges on shipments without notice. By tendering your shipment, you agree to pay the surcharge in effect, as determined by Tex-Air Delivery. Base rates exclude applicable detention, storage, waiting, redelivery, terminal charges, taxes and special handling unless expressly included. Customer shall pay applicable disclosed accessorial rates and reasonable necessary third-party expenses.

Other

No employee, agent or representative has authority to add, alter, modify or waive these Terms except a Tex-Air Delivery corporate officer acting in writing.

Indemnification

Customer shall defend, indemnify and hold harmless Tex-Air Delivery, Inc., its employees and service providers from claims, fines, penalties, damages and reasonable defense costs, including attorneys' fees, to the extent caused by Customer's or its agents' breach, negligence, unlawful instructions, inaccurate information, inadequate packaging, undisclosed hazards or lack of authority. Customer shall also reimburse reasonable direct losses caused by those acts. This obligation excludes the portion caused by an indemnitee's own negligence or misconduct and any indemnity prohibited by law.

Liability for charges

Customer and any owner or consignee validly bound by authorized agency or other enforceable agreement are jointly and severally liable for unpaid charges and sums advanced on the shipment. Third-party billing or collect instructions do not release Customer. Tex-Air Delivery retains lawful carrier and warehouse liens. To the extent Customer has authority and law permits, it also grants a possessory lien for other unpaid service charges owed by that Customer. Any general warehouse lien must be included in the storage agreement or receipt. Enforcement requires applicable notices, lawful sale procedures and any required governmental approval.

No special damages

Neither Tex-Air Delivery nor its carriers shall have liability for special or consequential damages. To the fullest extent permitted by law, this exclusion also covers indirect, incidental, punitive and exemplary damages; lost profits, revenue, business or use; missed flights; customer penalties; and commercial recall costs, whether foreseeable or disclosed. Any otherwise recoverable delay damages are limited to Tex-Air Delivery's charges for the affected service unless an accepted written guarantee provides otherwise. This provision does not exclude direct cargo loss recoverable under the applicable liability terms or liability that cannot lawfully be limited.

Exceptions from liability

Without waiving other provisions, Tex-Air Delivery shall not be liable for loss caused by acts of God, public enemy or war; shipper or consignee default; inherent vice or defects in the goods; customer violations of these Terms; governmental requirements; or causes beyond its control.