



BACARELLA TRANSPORTATION SERVICES, INC. D/B/A BTX GLOBAL LOGISTICS
TERMS AND CONDITIONS OF INTERNATIONAL AIR CARRIAGE

THESE TERMS AND CONDITIONS OF INTERNATIONAL AIR CARRIAGE APPLY ONLY TO ANY SHIPMENT MOVING VIA AIR TRANSPORTATION (INCLUDING JOINT AIR AND SURFACE) FROM A PLACE IN ONE COUNTRY TO A PLACE IN ANOTHER COUNTRY. BY TENDERING A SHIPMENT TO CARRIER, ACCEPTING A SHIPMENT FROM CARRIER, ARRANGING WITH CARRIER FOR A SHIPMENT'S TRANSPORTATION OR SIGNING CARRIER'S WAYBILL, SHIPPER AGREES TO ALL OF CARRIER'S TERMS AND CONDITIONS OF INTERNATIONAL AIR CARRIAGE.

SHIPPER EXPRESSLY AGREES THAT THE CARRIER'S LIABILITY FOR CARGO LOSS, DAMAGE OR DELAY IS LIMITED IN ACCORDANCE WITH THE PROVISIONS HEREIN.

CONDITIONS OF CARRIAGE

1. **Definitions:** The following definitions apply to the issued air waybill ("Waybill"): "Carrier" means **Bacarella Transportation Services, Inc. d/b/a BTX Global Logistics**. "Conditions" means these Terms and Conditions of International Air Carriage. "Carriage" is the transportation, loading, unloading, storing, handling and services undertaken by the Carrier or third parties engaged by Carrier in relation to the goods covered by this Waybill between origin and destination points identified on the face hereof. "Cartage" means the portion of the Carriage occurring before or after the transport of a Shipment aboard an aircraft, if any. The "Convention" means whichever of the following instruments is applicable to the contract of carriage: The Convention for the Unification of Certain Rules for International Carriage by Air, Montreal, 28 May 1999 ("Montreal Convention"); the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 ("Warsaw Convention") as amended. The term "Conveyance" means any vessel, barge, aircraft, truck, trailer, intermodal container, or rail car, or any connecting conveyance while in the ordinary course of transit by land, sea, or air. "Shipment" means all pieces that are tendered to and accepted by Carrier on a single Waybill. "Shipper" includes the shipper, consignor, consignee, receiver, holder of this Waybill, owner of the goods or other person entitled to the possession of the goods and the servants and agents of any of these, including without limitation, any forwarder, consolidator, customs broker or other intermediary involved in arranging this shipment, all of whom shall be jointly and severally liable to the Carrier for the payment of all charges, and for the performance of the obligations of any of them under this Waybill, and subject to all Conditions herein.
2. **Agreement to Terms:**
 - a) By tendering a Shipment to Carrier, accepting a Shipment from Carrier, arranging with Carrier for a Shipment's transportation, signing Carrier's Waybill, or agreeing to Carrier's terms and conditions by electronic means, Shipper agrees to all of these terms as a contract of carriage. In the event any Shipment is tendered to Carrier for air transportation on any shipping document other than Carrier's Waybill, Shipper agrees that these Conditions shall supersede any rules, regulations or contractual terms contained on the shipping document on which the Shipment was tendered. Except to the extent of any written contract signed by an authorized representative of Shipper and Carrier which purports to supersede these Conditions, this Waybill supersedes and negates any claimed, alleged, or asserted oral or written contract, promise, representation, or understanding between the parties with respect to this Shipment. Electronic acceptance shall include, but not be limited to, clicking 'accept' on Carrier's digital platform, submitting a booking request via Carrier's online system, or responding affirmatively via email. Such acceptance shall be deemed legally binding and equivalent to a signed written agreement.
 - b) Any exclusion or limitation of liability or other provision benefiting the Carrier shall apply to and be for the benefit of Carrier's agents, servants, subcontractors and representatives and any person providing Carriage covered by this Waybill. Any such limitation of liability shall be a single, aggregate limitation, and a single aggregate right of recovery, and satisfaction of such limitation by any one or more of the foregoing shall act as a satisfaction of such limitation by all of them. It shall also result in a full assignment and release of claims by each Shipper. Without prejudice to the foregoing, no benefits hereunder extend to any such



persons with respect to any claim brought against them by the Carrier. Shipper warrants that no claim shall be made against any servant, agent or other person (including any independent contractor) whose services have been used in order to perform the contract without the prior written consent of Carrier.

- c) Carrier's liability with respect to its undertaking to file or submit any information, in any format, to any government regulatory agency, organization or similar entity on Shipper's behalf and written authorization, whether in conjunction with the Waybill or the Carriage contemplated herein, shall be governed by General Trading Terms and Conditions of Service, as amended, available at www.btxglobal.com/terms-and-conditions. The foregoing notwithstanding, Shipper acknowledges and agrees that Carrier is not a customs broker and does not provide, or arrange for third parties to provide, customs clearance services.

3. Obligations of Shipper:

- a) The Shipper shall comply with all applicable laws, rules and regulations of any government or government agency of any country to, from, through, or over which the goods may be carried or which may be issued by any agency including those relating to: (i) the packing, carriage, sealing, identification or delivery of the goods or, (ii) any aviation or other general freight transport security requirements which must or ought to be complied with by the Shipper.
- b) The Shipper shall furnish complete and accurate information and attach such documents to this Waybill as may be necessary to comply with such laws, rules and regulations and enable Carrier to fully complete the contract of Carriage. Carrier is not liable to the Shipper or any other person for loss or expense due to the Shipper's failure to comply with this provision.
- c) The Shipper warrants that: (i) it is either the owner of the goods or the authorized agent of the owner of the goods described on the face hereof and further warrants that it is authorized to accept and is accepting these Conditions not only for himself but also as agent for and on behalf of the owner of the goods and all other persons who are or may hereafter become interested in the goods; (ii) the description and particulars of any goods furnished by or on behalf of the Shipper are complete, timely and accurate, and do not contain any irregularities; (iii) all goods have been properly and sufficiently prepared, packed, stowed, labeled, sealed, identified and/or marked and that the preparation, packing, stowage, labeling and marking are appropriate to any operations or transactions affecting the goods and characteristics of the goods; (iv) the goods do not comprise or contain any explosive, incendiary or other device, substance or weapon which may endanger life or the safety of any airplane, vehicle or other Conveyance to be used in connection with the Carriage of the goods or which may cause or may be likely to cause loss, damage, injury to or death of any person or property; (v) the goods do not comprise or contain any dangerous or hazardous materials within the meaning of the IATA Dangerous Goods Regulations, Perishable Cargo Regulations, or Temperature Control Regulations each as revised from time to time (collectively the "Dangerous Goods Regulations") and the Shipper will not tender such goods to the Carrier for Carriage and/or attendant services without obtaining the Carrier's prior written consent. Where such consent is granted the Shipper warrants that all such goods are packed, labeled and specified and otherwise meet all the requirements and provisions of the Dangerous Goods Regulations and Shipper acknowledges and agrees that Carrier shall have no obligation to comply with any special handling instructions unless expressly agreed to by Carrier in writing prior to pick-up of the cargo; and (vi) it is in compliance with all applicable laws and government rules and regulations related in any way to the transport of its goods, including, but not limited to, the U.S. Foreign Corrupt Practices Act, the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, the U.S. Anti-Boycott regulations, the various U.S. economic sanctions programs administered by the U.S. Treasury's Office of Foreign Assets Control and any applicable laws or regulations of any country to, from, through or over which goods may be carried.
- d) THE SHIPPER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CARRIER FROM AND AGAINST, AND SHALL PAY AND REIMBURSE CARRIER FOR ANY AND ALL DIRECT AND INDIRECT LIABILITIES, CLAIMS, LOSSES, EXPENSES, COSTS (INCLUDING ATTORNEY FEES) OR DAMAGES (FOR PURPOSES OF THIS PROVISION, "CLAIMS") INCURRED OR OCCASIONED BY (i) A BREACH BY THE SHIPPER OF ANY OF THE



WARRANTIES CONTAINED HEREIN; (ii) THE FAILURE OF THE SHIPPER TO COMPLY WITH THESE PROVISIONS; (iii) CARRIER'S EXECUTION OF SHIPPER'S INSTRUCTIONS OR RELIANCE UPON INFORMATION PROVIDED BY OR ON BEHALF OF SHIPPER; (iv) SHIPPER'S NEGLIGENCE OR WILLFUL MISCONDUCT; OR (v) CLAIMS, SEEKING TO IMPOSE LIABILITY FOR CARGO LOSS, DAMAGE, DELAY OR DESTRUCTION IN EXCESS OF ANY LIABILITY EXPRESSLY ASSUMED BY CARRIER HEREIN OR IN EXCESS OF ANY LIMITATION OF LIABILITY TO WHICH CARRIER IS ENTITLED HEREUNDER. THE INDEMNITY OBLIGATIONS IN THIS PROVISION SHALL NOT APPLY TO THE EXTENT A CLAIM IS DETERMINED BY A COURT OF APPROPRIATE JURISDICTION TO HAVE BEEN CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CARRIER.

4. **Custody and Liability:** Liability of Carrier, if any, for loss or damage to a Shipment, including loss or damage due to delay, shall be governed by the Conventions except to the extent superseded by Compulsory Law. If no Convention applies to a loss, and no Compulsory Law applies to a loss, then Carrier will only be liable for loss or damage, including due to delay, to the extent caused by Carrier's failure to exercise reasonable care. Carrier's care, custody, and control over the Shipment shall commence when the Shipment is safely received by Carrier, or its subcontractor or authorized agent, and shall terminate when delivered to the consignee, owner or any other party entitled to receive the Shipment or to such other destination as Shipper may designate. Carrier or any of its authorized agents and subcontractors shall be liable for any cargo loss or damage for any ground transportation (including over the entire route), storage, and any other handling solely to the extent caused by their respective negligence or willful misconduct and only while such cargo is their actual custody. Unless otherwise mandated by the Conventions, Carrier's sole liability with respect to delay shall be to the extent unreasonable delay due to Carrier's negligence or intentional misconduct results in actual loss of or damage to goods. The sole liability of Carrier, and the sole recovery of Shipper, with respect to any loss or damage to a Shipment shall be as set forth in these Conditions. Any amounts recovered from any third party shall be credited against the liability of Carrier. If a court of competent jurisdiction holds that this standard of liability is not enforceable, the limitation on recovery shall nevertheless be limited in accordance with the provisions of this Waybill. 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 and in accordance with the contract of carriage.

5. **Liabilities Not Assumed:**

- a) EXCEPT TO THE EXTENT THE CONVENTION OR OTHER COMPULSORY LAW MAY OTHERWISE REQUIRE, THE CARRIER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSS, LOSS OF PROFITS OR SALES, BUSINESS INTERRUPTION, LOSS OF MARKET, LOSS OF CONTRACT, LOSS OF REPUTATION OR GOODWILL, LOSS OF REVENUE OR USE CLAIMS, PUNITIVE OR EXEMPLARY DAMAGES, THE CONSEQUENCES OF DELAY OR DEVIATION HOWSOEVER CAUSED, ANY DAMAGE OR DELAY CAUSED BY THE SHIPPER, THIRD PARTY CLAIMS AGAINST THE SHIPPER OR ANY DAMAGE OCCURRING OUTSIDE THE CUSTODY OF THE CARRIER OR ITS SUBCONTRACTORS. THE FOREGOING EXCLUSIONS AND LIMITS OF LIABILITY SHALL APPLY WHETHER OR NOT CARRIER HAD KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS. THE DEFENSES AND LIMITS OF LIABILITY PROVIDED FOR HEREIN SHALL APPLY IN ANY ACTION AGAINST THE CARRIER WHETHER FOUNDED ON CONTRACT, TORT, EQUITY, INDEMNITY, BAILMENT OR ANY OTHER BASIS WHATSOEVER AND EVEN IF THE LOSS OR DAMAGE AROSE AS A RESULT OF NEGLIGENCE, RECKLESSNESS OR FUNDAMENTAL BREACH.
- b) Except as a Convention or other Compulsory Law may require, Carrier shall not be liable for any loss, damage, misdelivery, delay, or non-delivery not caused by its own negligence or intentional misconduct, or any loss, damage, delay, misdelivery, or non-delivery caused by the act, default or omission of Shipper, the consignee, or any other party that claims an interest in the shipment; the nature of the shipment or any defect, characteristic, or inherent vice of the goods; or act of God, perils of the air, public enemies, public authorities acting with actual or apparent authority of law, acts, or omissions of customs or quarantine officials, riots, strikes, civil commotions, hazards incident to a state of war, weather conditions, or delay of aircraft or other vehicles used in providing transportation services, or any other cause or event which the Carrier is unable to control or avoid and the consequences of which the Carrier is unable to prevent by the exercise of reasonable diligence.



6. Declared Value and Limitation of Liability:

- a) Shipper acknowledges and agrees that Carrier's liability, and Shipper's total cumulative recovery, is limited by the Conventions to 26 Special Drawing Rights per kilogram unless a higher value is declared in accordance with the below. If specifically agreed, Carrier will perform or arrange for the Cartage of the goods. Loss or damage to goods during such Cartage shall be subject to a limitation of liability for cargo loss or damage of fifty cents (US\$0.50) per pound unless a higher value is declared in accordance with the below.
- b) Shipper may declare a higher value by declaring value on the front of the Waybill, or via declaration made through an electronic booking process implemented by Carrier, if any. Shipper will be responsible for additional charges related to such declaration. If value has been declared, Carrier's liability shall be for the lesser of the cost to repair or replace the goods, or the value declared, subject to the additional limitations set forth below.
- c) Shipper assumes all risk of any loss, damage, or delay in excess of the declared value or liability limitations set forth herein. If Shipper sends more than one piece on a Waybill, Shipper shall specify the declared value for each piece; otherwise, the declared value for each piece shall be determined by dividing the total declared value by the number of pieces on the Waybill. The maximum declared value per Shipment is twenty five thousand U.S. dollars (US\$25,000.00) in excess of the otherwise applicable limitation, and any effort to declare a value in excess of this maximum, except by obtaining written authorization from a corporate representative of Carrier shall be null and void. Regardless of the value declared, the number of Shipments transported by Carrier, or the number of distinct shippers affected by a disaster, accident, or other event, Carrier's liability for loss, damage, or delay shall not be more than one million U.S. dollars (US\$1,000,000.00) by any one Conveyance, or in any one place, or at any one time, or in any one disaster, accident, or other occurrence. Regardless of the value declared, Carrier's liability for loss, damage, or delay shall not exceed the Shipment's repair cost, depreciated value or replacement cost, whichever is less, and in no event will Carrier's liability for delay exceed the charges actually paid to Carrier with respect to any Shipment subject to a claim for delay.
- d) For electronic declarations of value, Shipper must submit the declared value through Carrier's designated booking platform prior to tendering the Shipment. Carrier shall confirm receipt of the declared value electronically. Failure to receive confirmation shall render the declaration invalid

7. Claims:

- a) Notice of arrival of goods will be given promptly to the consignee or to the person indicated on the face hereof as the person to be notified. The Carrier is not liable for non-receipt or delay in receipt of such notice.
- b) On arrival of the goods at the place of destination, subject to the acceptance of other instructions from the Shipper prior to arrival of the goods at the place of destination, delivery will be made to or in accordance with the instructions of the consignee on payment of all charges due. If the consignee declines to accept the goods or cannot be communicated with, disposition will be in accordance with instructions of the Shipper and subject to payment of all charges. If Shipper fails to give disposition instructions within 5 days of being notified of consignee's non-acceptance of the goods, Carrier shall be entitled to exercise its lien rights or otherwise dispose of the Shipment at public or private sale and pay itself out of the proceeds to satisfy the transportation and storage charges owing on the Shipment. No sale or disposal pursuant to this rule shall discharge any liability or lien to any greater extent than the proceeds thereof. The Shipper and the consignee shall remain liable, jointly and severally, for any deficiency.
- c) In the case of cargo loss, damage or delay, the person entitled to delivery must make a claim in writing to the Carrier. Claims must be submitted using the Carrier's standard claims form, available upon request or at www.btxglobal.com/claims, and must include all required supporting documentation. Such written claim must be made: (i) In the case of damage to the cargo, immediately after discovery of the damage and at the latest within 14 days from the date of receipt of the cargo; (ii) 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; (iii) In the case of non-delivery of the cargo, within 120 days from the date of issue of the Waybill, or if any air waybill has not been issued, within 120 days from the date of receipt of the cargo for transportation by the Carrier.

- d) The claim shall be sent to the address of the Carrier. All written claims must set forth at minimum a reasonably comprehensive factual statement of the circumstances of the claim, state the basis why it is alleged Carrier is liable for the claimed damages, and a statement of specified, actual damages. If a complete written claim is not made within the time limits specified above, Shipper waives its action against Carrier.
- e) Any rights to damages against the Carrier shall, in any event, be extinguished unless an action is brought within two years from the earliest of the date of arrival at the destination or the date on which the goods ought to have arrived or the date on which the transportation stopped.
- f) THE SHIPPER, UNDERSTANDING THAT THE ORDINARY RATES OF THE CARRIER ARE PREMISED UPON THE CARRIER'S LIMITATION OF LIABILITY, AND IN CONSIDERATION FOR SUCH RATES, IN ADDITION TO ALL OTHER RESPONSIBILITIES SET FORTH HEREIN.
- g) No claim shall be processed by Carrier until all transportation charges have been paid. The amount of a claim may not be deducted from the transportation charges. In the event of a claim, the shipment, its container, and its packing material shall be made available to Carrier for inspection at the delivery location.

8. Right to Reject:

Carrier reserves the right to reject any Shipment for any reason whatsoever, including but not limited to, safety or security concerns. It is agreed that no time is fixed for the completion of Carriage hereunder and that Carrier may, without notice and for any reason,

- a) substitute alternate carriers or other means of transportation (including ocean and/or ground transportation) and
- b) select the routing or deviate from that shown on the face of the Waybill. Carrier assumes no obligation to forward the goods by any specified carrier, transportation mode, or route or to make connection at any point according to any particular schedule, and Carrier is hereby authorized to select, or deviate from, the transportation modes, carriers, or routes, notwithstanding that the same may be stated on the face of the Waybill. Shipper, consignee, and owner, jointly and severally guarantee payment of all charges and advances arising in such instances.

- 9. Force Majeure:** Carrier shall not be liable for any failure to perform, delay, loss, damage, or monetary loss arising from causes beyond its reasonable control, including but not limited to: Acts of God (such as floods, earthquakes, hurricanes, or other natural disasters); war, terrorism, civil unrest, or other hostile acts; labor disruptions including strikes, lockouts, or slowdowns; government actions, legal restrictions, or the closure of public transportation routes such as highways, railways, airways, or shipping lanes; public health emergencies including pandemics, epidemics, or quarantine measures; equipment or infrastructure failures; cyberattacks or IT system disruptions; or intentional acts of third parties. Carrier shall also not be liable for issues arising from the nature or condition of the freight, including inherent vice, infestation, or improper packaging, labeling, or documentation by the Shipper or Consignee. In such events, Carrier's obligations shall be suspended for the duration of the disruption, and timelines extended accordingly. If the disruption continues for more than thirty (30) days, either party may terminate the affected services upon written notice, without further liability except for obligations accrued prior to the event.

10. Liberties of Carrier:

- a) While the Carrier agrees to use all reasonable endeavors to complete the Carriage hereunder with reasonable dispatch, no time for completion is fixed, and the Carrier reserves to itself the right without notice to substitute alternative carriers or aircraft and with due regard to the interest of the Shipper use other means of transportation. The Carrier is further authorized by the Shipper to select the routing



and all intermediate stopping places that it deems appropriate or to change or deviate from the routing shown on the face hereof. Shipper, consignee, and owner, jointly and severally guarantee payment of all charges and advances arising in such instances.

- b) With respect to motor carrier transportation arranged by Carrier, Carrier shall arrange with authorized motor carrier(s) to perform such transportation. Shipper expressly waives all rights and remedies it may have as to Carrier and its subcontractor motor carriers under 49 U.S.C. Subtitle IV, Part B (excluding §§ 13703, 13706, 14101 and 14103) to the full extent permitted by 49 U.S.C. § 14101(b)(1), each as amended from time to time, including, but not limited to 49 U.S.C. § 14706, and Shipper hereby agrees to the cargo liability standards and limitations set forth in these Conditions as to such motor carrier Shipment.
- c) The Shipper, owner and consignee hereby authorize the Carrier to do all things deemed advisable to arrange such forwarding or on forwarding, including but without limitation, selection of the means of forwarding or on forwarding and the routes thereof (unless these have been herein specified by the Shipper), execution and acceptance of documents of Carriage (which may include provisions exempting or limiting liability), and consigning of goods with no declaration of value notwithstanding any declaration of value, in this Waybill.
- d) Carrier is authorized (but shall be under no obligation) to advance any duties, taxes, or charges and to make any disbursements with respect to the goods. Each Shipper, owner, and consignee shall be jointly and severally liable for the reimbursement thereof. Carrier shall be under no obligation to incur any expense or to make any advance in connection with the forwarding or reforwarding of goods except against repayment by the Shipper.
- e) When goods are accepted or dealt with upon instructions to collect freight, duties, charges or other expenses from the consignee or any other person the Shipper shall remain responsible for the same if they are not paid by such consignee or other person immediately when due.

11. Consent to Inspection and Screening: Shipper hereby consents to a search or inspection of the goods, including screening of the goods, by Carrier, the Transportation Security Administration of the U.S. Department of Homeland Security ("TSA"), or other authorized government authorities. Carrier is not obligated to open and inspect the contents of any shipment. Carrier shall have the right to refuse any article, the transportation of which is prohibited by rule or by applicable law, orders or regulations, or the transportation of which, in Carrier's judgment, would be unsafe. If such shipment should be accepted or transported, Carrier reserves the right to remove it and, if necessary, to abandon it. Where circumstances permit, such shipment shall be stored at Shipper's expense pending receipt of disposition instructions from Shipper. If Shipper is a natural person, Carrier shall provide a Privacy Act Notice in accordance with TSA regulations prior to accepting the Shipment. Shipper acknowledges receipt of such notice where applicable.

12. Rates and Charges: The Shipper guarantees payment of all charges for the Carriage due in accordance with Carrier's Conditions and agrees to pay Carrier for claims, fines, penalties, damages, costs (storage, handling, reconsignment, return of freight to Shipper, etc.) or other sums which may be incurred by Carrier by reason of any violation of this contract or any other default of Shipper or consignee or their agents. All charges are earned in full upon Carrier's agreement to transport the Shipment and are due and payable in full upon tender of the Shipment to Carrier. If Carrier extends credit to Shipper then all charges are due without offset no later than fifteen (15) days of the date of Carrier's invoice (or, if Carrier and Shipper have agreed to different payment terms in a writing signed by each of them, then within such mutually agreed payment period). Any payment which is past due shall be subject to an additional charge of one and 1.5% per month of the outstanding balance due or the maximum interest rate permitted by applicable law, whichever is less, together with all collection costs, including reasonable attorney fees, incurred by Carrier. When a Shipment is tendered on a collect or third party billing basis, Shipper shall remain responsible for all charges not paid by the responsible party immediately when due. Claims for overcharges or duplicative payments shall be made in writing and are extinguished unless received by Carrier within two (2) years after the date of acceptance of the shipment by Carrier. Rates and charges for this Shipment shall be based on actual or dimensional weight, whichever is greater.



- 13. Lien:** Carrier shall have a lien on any and all documents and Shipments of Shipper under Carrier's actual or constructive possession or control for all monies owed to Carrier, whether related to the Shipment on which the lien is claimed, prior Shipment(s), or both. Carrier shall notify Shipper in writing of the exact amount due and any continuing charges accruing on Shipments subject to the lien. Carrier may refuse to surrender possession of any Shipment(s) until all such charges are paid in full. If Shipper fails to satisfy the lien within fifteen (15) days of Carrier's notice, Carrier shall have the right, but not the obligation, to sell the Shipment(s) at public or private sale or auction. Carrier shall provide written notice to Shipper of any intended sale at least five (5) business days prior to such sale, specifying the time, location, and method of sale. Carrier shall make commercially reasonable efforts to obtain fair market value for the Shipment. All lien enforcement shall be conducted in accordance with applicable law.
- 14. Dispute Resolution and Governing Law:** Except to the extent governed by the Montreal Convention, Warsaw Convention, or other applicable international treaty or compulsory law, these Terms and Conditions and any services provided by Carrier shall be governed by and construed in accordance with the laws of the State of Connecticut, without regard to conflict-of-law principles. Any claim or dispute arising out of or relating to these Terms and Conditions, the Waybill, or the services provided by Carrier shall be brought exclusively in the state or federal courts located in Fairfield County, Connecticut. Shipper and Carrier irrevocably consent to the exclusive jurisdiction and venue of such courts. Prior to initiating any legal action, the parties shall attempt in good faith to resolve any dispute through non-binding mediation conducted by a mutually agreed mediator in Connecticut. Should Carrier successfully defend itself in any legal action brought by any party with an interest in the Shipment, Carrier shall be entitled to recover its reasonable attorney's fees and costs. If any provision of these Conditions is declared void, invalid or unenforceable by any court of law, the remaining provisions of these Conditions shall, to the extent permitted by such declaration, remain in full force and effect as though the void, invalid or unenforceable provisions were never a provision of these Conditions. No agent, servant or representative of the Carrier has authority to alter modify or waive any provisions of this contract. Carrier's decision to waive any provision herein, either by conduct or otherwise, shall not be deemed to be a further or continuing waiver of such provision or to otherwise waive or invalidate any other provision herein.
- 15. Cargo Security Requirements:** Shipper acknowledges that Carrier, like all indirect air carriers, is required by the TSA to maintain an air cargo security program. If Shipper is acting as an agent, authorized representative, broker, carrier, consolidator, or other freight intermediary for any other person or entity, Shipper shall disclose that fact to Carrier and shall assist Carrier in complying with the TSA requirements by enabling Carrier to obtain any necessary documents from, or otherwise qualify, such other person or entity. As required by TSA regulations (49 C.F.R. § 1548.9(b)), Shipper hereby consents to a search or inspection of the cargo, including screening of the cargo. If Shipper, as the person who originates and tenders cargo for air transportation, or as such person's representative, is an individual (natural person), such person shall advise Carrier of that fact, and Carrier shall, if required by law, provide Shipper or such person with a Privacy Act Notice.