

U.S. DOMESTIC CONDITIONS OF CONTRACT

1. In tendering the shipment described herein, the shipper agrees to these terms and conditions which no agent or employee of the parties may waive or alter, and agrees that this United Air Waybill is non-negotiable, does not convey title to the goods transported and has been prepared by the shipper or prepared or completed by United on behalf of the shipper.
2. Shipper warrants that all articles in the shipment are properly described on the Air Waybill and that the shipment is packed to ensure safe transportation with ordinary care in handling. Shipper warrants that any article susceptible to damage by ordinary handling, or as a result of any conditions normally encountered in air transportation, has been adequately protected by proper packing, markings, and labeling.
3. United shall have the right, but not an obligation, to inspect all shipments. Consignee may not inspect or examine the contents of any part or any package in the shipment prior to signing for receipt of the shipment on the delivery copy of the Air Waybill.
4. The statements on this Air Waybill relating to the weight, dimensions, packing and number of packages in the shipment shall be prima facie evidence of the facts stated. Statements relating to the quantity, volume and condition of this shipment shall not constitute evidence against United or any other Carrier unless such statements have been noted on the Air Waybill by United in the presence of the shipper.
5. This Air Waybill and United's Official Rules, Regulations, Terms and Conditions (which are hereby incorporated and made part of this contract), rates and any government regulations applicable to the shipment shall apply at all times when the shipment is in the possession of United and its agents.
6. Exclusion from Liability

United shall not be liable for loss, damage, delay or other result caused by:

 - A. (1) Acts of God, perils of air, public enemies, public authorities acting with actual or apparent authority, authority of law, quarantine, riots, strikes, civil commotions, or hazards or dangers incident to state of war.
 - (2) The act of default of the shipper or consignee.
 - (3) The nature of the shipment, or any defect, characteristic or inherent vice thereof.
 - (4) Violation by the shipper or consignee of any of United's Official Rules, Regulations, Terms and Conditions.
 - (5) Compliance with delivery instructions from the shipper or consignee.
 - (6) Shortage of articles loaded and sealed in containers by the shipper, provided the seal is unbroken at the time of delivery and the container retains its basic integrity.

B. United shall not be liable for special or consequential damages unless, at time of receipt of the shipment from the shipper, United is given written notice on the Air Waybill of the circumstances which could result in such damages; however, this provision shall not limit United's right to refuse the shipment.
7. LIMIT OF LIABILITY

In consideration of the applicable transportation rates, shipper, consignee and all parties having an interest in the shipment agree that the value of the shipment shall be determined as follows, and that the total liability of United and its agents, including liability for special or consequential damages, if any, shall in no event exceed the lesser of:

 - (1) a) 50 cents per pound/per shipment (but not less than \$50.00 per shipment), unless the shipper declares a higher value on this Air Waybill at the time the shipment is tendered to United, and an additional transportation charge as shown on this Air Waybill has been paid for the amount of declared value exceeding 50 cents per pound, and
 - b) the amount of any transportation charge for which United may be liable; or,
 - (2) The amount of any damage actually sustained.
8. Notice and Disposition of Property

A. If a shipment is unclaimed, United will notify the shipper by mail at the address shown on the Air Waybill. United will dispose of the shipment in accordance with instructions received from the shipper only, and at the shipper's expense. If no instructions are received within 30 days after the date of mailing such notice, United will dispose of the shipment at public or private sale.
- B. If a shipper or consignee desires special notification when a shipment containing perishable property is delayed in the possession of United, threatened with deterioration or unclaimed, instructions for such notification must be given on the Air Waybill. If such instructions are not given or cannot be reasonably complied with, United will determine the routing or disposition (at public or private sale) of the shipment without further notice to the shipper or consignee.
9. Delivery

Signature on the delivery receipt of the Air Waybill by the consignee without complaint shall be prima facie evidence that the shipment has been delivered in good condition and in accordance with the Air Waybill and that the transaction is concluded.
10. Routing and Rerouting

In order to protect all property accepted for transportation, United will determine the routing of any shipment not routed by the shipper. United will change the routing in order to expedite the shipment via any other Carrier or other transportation agency. The transportation charges shall be no greater than the air freight charges from origin to destination via the route shown on the Air Waybill.
11. Schedules

United has no obligation to commence or complete transportation within a certain time or according to any specific schedule, or to move connections with any other carrier, or for error in any statement of times of arrival or departure.
12. Availability of Equipment and Space

United will transport, consistent with its capacity to carry, all property accepted for transportation. All shipments are subject to the availability of equipment of the size and type capable of handling the shipment. Passengers and their baggage and Air Mail shall at all times have transportation priority over air freight tendered for transportation. United will determine, on a reasonable and not unjustly discriminatory basis, the priority for carriage among air freight shipments, and will decide which shipments shall not be carried on a particular flight and which shall be removed at any time or place whatsoever.
13. The C.O.D. amount must be entered by the shipper on the Air Waybill. Each piece in a C.O.D. shipment must be marked "C.O.D." and show the total C.O.D. amount. All C.O.D. charges must be paid in cash, or by check made payable to the shipper. Under no circumstances will United be responsible if a check proves to be counterfeit, forged, or is for any reason dishonored.
14. No charges of any description will be advanced to the shipper or consignee by United.
15. Transportation charges are based on the greater of either the actual gross weight or the cubic dimensional weight of 8.9 pounds per cubic foot or fraction thereof.
16. Claim Procedure

A. In the case of loss of, damage or delay to cargo, a written complaint must be made to United by the person entitled to delivery. Such complaint must be made:

 - (1) 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;
 - (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;
 - (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 United.

B. Such complaint may be made to United, or to the Carrier that performed the carriage during which the loss, damage or delay took place.
17. Limitation of Actions

A. Unless a written complaint is made within the time limits specified in 16. A. above, no action may be brought against United or any other Carrier involved in the transportation of the shipment.

B. Any rights to damages against United shall be extinguished unless an action is brought within two years from the date the shipment arrived at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.