



**SEKO Worldwide, LLC**  
**Terms and Conditions for International Air Transportation**

**NOTICE CONCERNING SEKO'S LIMITATION OF LIABILITY:**

If the carriage involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention or the Montreal Convention may be applicable to the liability of SEKO Worldwide, LLC, and of its subsidiaries, affiliates and related companies, agents, and carriers (hereinafter "SEKO") in respect of loss of, damage or delay to cargo. Depending on the applicable regime, and unless a higher value is declared, liability of SEKO may be limited to 22 Special Drawing Rights per kilogram or 250 French gold francs per kilogram, converted into national currency under applicable law. SEKO's limitation of liability in accordance with those conventions shall be as set forth herein in paragraph 4, unless a higher value is declared in advance by the shipper and a supplementary charge paid if required.

**CONDITIONS OF CONTRACT:**

1. In this contract and the notices appearing hereon:

- 1.1. "Carrier" includes the air carrier issuing this air waybill and all carriers that carry or undertake to carry the cargo or perform any other services related to or incidental to such carriage.
- 1.2. "Special Drawing Right (SDR)" is a Special Drawing Right as defined by the International Monetary Fund and may fluctuate in value.
- 1.3. "Warsaw Convention" means whichever of the following instruments is applicable to the contract of carriage: (a) the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929; (b) that Convention as amended at The Hague on 28 September 1955; or (c) that Convention as amended at The Hague 1955 and by Montreal Protocol No. 1, 2, or 4 (1975) whichever may be applicable.
- 1.4. "Montreal Convention" means the Convention for the Unification of Certain Rules for International Carriage by Air, done at Montreal on 28 May 1999 .

2. 2.1 Carriage is subject to the rules relating to liability established by the Warsaw Convention or the Montreal Convention unless such carriage is not "international carriage" as defined by the applicable Conventions.

2.2 To the extent not in conflict with the foregoing, carriage and other related services performed by SEKO and by each Carrier are subject to:

- 2.2.1 Applicable laws (including national laws implementing the applicable Convention) and government regulations;
- 2.2.2 Provisions contained in the air waybill and herein set forth; and
- 2.2.3 SEKO's conditions of carriage and related rules, regulations, and timetables (but not the times of departure and arrival stated therein) and SEKO's applicable tariffs, which are made part hereof, and which may be inspected at any airports or other cargo sales offices from which it operates regular services. When carriage is to/from the USA, the shipper and the consignee are entitled, upon request, to receive a free copy of the conditions of carriage. The conditions of carriage include, but are not limited to:
  - 2.2.3.1 Limits on the Carrier's liability for loss, damage or delay of goods, including fragile or perishable goods;
  - 2.2.3.2 Claims restrictions, including time periods within which shippers or consignees must file a claim or bring an action against the Carrier for its acts or omissions, or those of its agents;
  - 2.2.3.3 Rights, if any, of the Carrier to change the terms of the contract;
  - 2.2.3.4 Rules about Carrier's right to refuse to carry;
  - 2.2.3.5 Rights of the Carrier and limitations concerning delay or failure to perform service, including schedule changes, substitution of alternate Carrier or aircraft and rerouting.

3. The agreed stopping places (which may be altered by SEKO or any Carrier in case of necessity) are those places, except the place of departure and place of destination, set forth on the face hereof or shown in Carrier's timetables as scheduled stopping places for the route. Carriage to be performed hereunder by several successive Carriers is regarded as a single operation.
4. For carriage to which neither the Warsaw Convention nor the Montreal Convention applies, SEKO's liability limitation shall not be less than the per kilogram monetary limit set out in SEKO's tariffs or general conditions of carriage for cargo lost, damaged or delayed, provided that any such limitation of liability in an amount less than 22 SDR per kilogram will not apply for carriage to or from the United States.
5.
  - 5.1 Except when SEKO has extended credit to the consignee without the written consent of the shipper, the shipper guarantees payment of all charges for the carriage due in accordance with SEKO's tariff, conditions of carriage and related regulations, applicable laws (including national laws implementing the Warsaw Convention and the Montreal Convention), government regulations, orders and requirements.
  - 5.2 When no part of the consignment is delivered, a claim with respect to such consignment will be considered even though transportation charges thereon are unpaid.
6.
  - 6.1 For cargo accepted for carriage, the Warsaw Convention and the Montreal Convention permit shipper to increase the limitation of liability by declaring a higher value for carriage and paying a supplemental charge if required.
  - 6.2 In carriage to which neither the Warsaw Convention nor the Montreal Convention applies SEKO shall, in accordance with the procedures set forth in its general conditions of carriage and applicable tariffs, permit shipper to increase the limitation of liability by declaring a higher value for carriage and paying a supplemental charge if so required.
7.
  - 7.1 In cases of loss of, damage or delay to part of the cargo, the weight to be taken into account in determining SEKO's limit of liability shall be only the weight of the package or packages concerned.
  - 7.2 Notwithstanding any other provisions, for "foreign air transportation" as defined by the U.S. Transportation Code:
    - 7.2.1 In the case of loss of, damage or delay to a shipment, the weight to be used in determining SEKO's limit of liability shall be the weight which is used to determine the charge for carriage of such shipment; and
    - 7.2.2 In the case of loss of, damage or delay to a part of a shipment, the shipment weight 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 SEKO shall apply to and be for the benefit of SEKO's agents, servants, carriers, employees, and representatives and to any person whose aircraft, equipment, or other form of conveyance is used by SEKO for carriage and such person's agents, employees and representatives. For purposes of this provision SEKO acts herein as agent for all such persons. **Every SEKO party shall be entitled to the same rights, exemptions and/or limitations of liability, defenses and immunities to which SEKO is entitled. It is expressly intended that all SEKO parties and subcontractors (and subcontractor's subcontractors) shall have the benefit of these Terms and Conditions.**
9. SEKO undertakes to complete the carriage with reasonable dispatch. Where permitted by applicable laws, tariffs and government regulations, SEKO may use alternative carriers, aircraft or modes of transport without notice but with due regard to the interests of the shipper. SEKO is 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.
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 and in accordance with the contract of carriage.
  - 10.1 In the case of loss of, damage or delay to cargo a written complaint must be made to SEKO by the person entitled to delivery or by shipper. Such complaint must be made:
    - 10.1.1 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;
    - 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 SEKO.



10.2 For the purpose of 10.1, complaint in writing must be made to SEKO regardless of the carrier whose air waybill was used, and regardless of those carriers that were the first carrier, the last carrier or the carrier who performed the transportation during which the loss, damage or delivery took place.

10.2.1 Address for Notice and Claims: All communications regarding a claim, including for loss, damage and any disputed debts and instruments tendered as full satisfaction of a debt are to be sent in writing to SEKO Worldwide LLC, 1100 Arlington Heights Road, Suite 600, Itasca, Illinois 60143, ATTN: Claims Manager.

10.2.2 Shipper shall not offset claims against amounts owed to SEKO.

10.3 Unless a written complaint is made within the time limits specified in 10.1 and the notice requirements specified in 10.2, no action may be brought against SEKO.

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

10.5 No Consequential Damages. In no event shall SEKO be liable for any special, incidental, consequential, punitive, exemplary, or non-compensatory damages or for restitution or disgorgement. Such excluded damages include but are not limited to, loss of profits or loss of market, loss of income, damages arising from loss, attorney's fees, wrong delivery, delayed delivery or failure to attempt delivery, whether or not SEKO had knowledge that such damages or losses might occur.

11. Compliance with Laws. SEKO conducts its business ethically and in compliance with all laws in the countries where SEKO does business. Shipments are subject to all applicable international, federal, state and local laws and regulations, including all anti-corruption laws such as the U.S. Foreign Corrupt Practices Act of 1977, as amended and the UK Bribery Act, as amended (collectively, the "Laws"). Customer shall not send any Shipment in any manner that violates any Law or is in violation of SEKO's Anti-Corruption and Foreign Corrupt Practices Act Policy which can be found at: [www.sekologistics.com](http://www.sekologistics.com) Exporting Shipments to companies, organizations, or persons listed on the Specially Designated Nationals List, the U.S Debarred List, the U.S. Entity List, and other governmental lists are prohibited, including those on other lists of denied parties. Customer agrees not to use SEKO's services to transport cargo in any manner that violates any sanctions or embargoes of countries or persons, including U.S. sanctions and embargoes against Crimea, Cuba, Iran, North Korea, and Syria.

12. Waiver. No agent, employee or representative of SEKO has authority to alter, modify or waive any provisions of this contract. No waiver by SEKO of any of this contract, or failure by SEKO to perform any of this contract, shall be deemed to be a waiver by SEKO of any other term or condition of this contract.

13. Pick-up and Delivery Times. Due to the inherent nature of the transportation business, SEKO does not guarantee pick up, transportation, or delivery by a stipulated time.

14. Insurance. Insurance is available to shipper upon request only. The amount and type of available coverage is based on SEKO's open cargo insurance policy in effect on the date of the shipment. In order to obtain coverage under that policy, the shipper must properly complete the insurance section on the face of the air waybill and pay the additional charges. Failure to insert a full value insurance amount shall reduce any insurance payment proportionately. NOTWITHSTANDING ANYTHING IN THIS CONTRACT TO THE CONTRARY, INSURANCE PROCEEDS SHALL BE LIMITED TO THE LESSER OF (A) THE INSURED VALUE OF THE CARGO AND (B) THE SUM OF THE ACTUAL COST TO THE SHIPPER OF THE DAMAGED OR LOST CARGO SHIPPED AND FREIGHT CHARGES. Insurance coverage and/or special insuring conditions are subject to the insurance section and related coverage and will be limited thereby.

15. Duties, Taxes & Charges. SEKO is authorized (but shall be under no obligation) to advance any duties, taxes or charges and to make any disbursements with respect to the cargo, and the shipper, owner and consignee shall be jointly and severally liable for the reimbursement thereof. SEKO shall be under no obligation to incur any expense or to make any advance in connection with the forwarding or re-forwarding of the cargo except against repayment by the shipper, consignee, or owner.

16. Shipment Documentation & Shipper Indemnity. In preparing and submitting export declarations, applications, security filings, documentation and/or other required data, the SEKO relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by shipper. Shipper shall use reasonable care to ensure the correctness of all such information and shall indemnify and hold SEKO harmless from any and all claims asserted and/or liability or losses suffered by reason of the shipper's failure to disclose information or any incorrect, incomplete or false statement by the shipper or its agent, representative or contractor upon which SEKO reasonably relied. The shipper hereby acknowledges it has an affirmative non-delegable duty to disclose any and all information required to import, export or enter the shipment.

17. Inspection & Security. All shipments are subject to inspection by SEKO, by SEKO's Carriers, and by any duly authorized government entities, including but not limited to the U.S. Transportation Security Administration, U.S. Customs and Border Protection, and like entities. Notwithstanding the foregoing right to inspect shipments, SEKO is not obligated to perform such



**inspection except as mandated by law. Further, SEKO reserves the right to unilaterally reject any cargo that it deems unfit for transport after inspection.**

18. Frustration of Purpose. If, for any reason, it is impossible for SEKO to complete this contract of carriage or if the consignee fails to accept delivery of the goods, SEKO may store the goods at the storage rates provided in its tariffs, or, at its option, may store the goods in a public warehouse, in which event the storage rates charged by such warehouse shall apply. All such charges shall be the joint responsibility of and paid by the shipper, consignee and/or owner.

19. Hazardous Materials & Dangerous Goods. The shipper warrants that the goods are fit for carriage, both for overseas and local transit, and that the goods are properly packaged, labeled, and classified. All hazardous materials and/or dangerous goods shipments shall be limited to the permissible materials and quantities for air transportation as set forth in the U.S. Department of Transportation hazardous materials transportation regulations and the International Air Transport Association (IATA) Dangerous Goods Regulations. Failure to properly classify a shipment as hazardous materials or dangerous goods, including failure to accurately describe on the air waybill or shipping document the hazardous or dangerous nature of the goods, will subject shipper to liability for all resulting penalties, fines, expenses, losses, or damages whatsoever caused by, or in connection with the goods however arising.

20. Temperature of Humidity Controlled Cargo. Except as agreed to in advance in writing by SEKO, the shipper shall not tender any cargo which requires temperature or humidity control. For all temperature controlled cargo accepted by SEKO in writing, the shipper shall advise SEKO in writing of the particular temperature range to be maintained. For any perishable cargo transported under this contract, such cargo must be picked up immediately upon arrival. If perishable cargo is insufficiently addressed or marked or otherwise not readily deliverable to consignee, SEKO may sell or otherwise dispose of the undeliverable cargo without any notice to the shipper, consignee or owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery of such cargo. All charges and expenses arising in connection with the sale or disposal of the cargo shall be the joint responsibility of and paid by the shipper, consignee or owner.

21.1 Payment Terms. Shipper shall pay SEKO within 15 days of the invoice date unless otherwise agreed by SEKO in writing. All invoices not paid within 15 days of invoice date will be subject to a late fee charge of 1.5% per month, or the maximum rate then allowable pursuant to applicable law.

21.2 Collection Expenses. If it becomes necessary for SEKO to utilize a collection agency and/or an attorney to collect any unpaid amount owed, then the shipper shall be obligated to pay the actual collection agency fees, attorney fees, litigation fees and other expenses, including but not limited to court costs, incurred by SEKO, regardless of whether litigation is actually filed.

21.3 General Lien. **SEKO shall have a general lien on any and all property (and documents relating thereto) within its care, custody or control for all charges and expenses advanced by SEKO, including any charges due for prior unrelated shipments, invoices or services performed by SEKO. SEKO may refuse to surrender possession of the cargo until all such charges are paid in full. If such amounts remain unpaid for 30 days after SEKO's demand for payment, SEKO may sell such property at public auction or private sale. The proceeds of such sale shall be applied to the amounts owed to SEKO, and any surplus shall be paid to the shipper. Shipper, consignee and owner shall remain jointly responsible for any deficiency.**

22. Severability. If any provision of this contract shall be declared void, invalid or unenforceable by any court of law or administrative agency, the remaining provisions of this contract 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 this contract.

23. Use of SEKO Software. Shipper shall have a limited, personal, revocable, non-transferable and non-exclusive right to use SEKO Software as set forth in this paragraph 23. SEKO shall make the SEKO Software available to shipper for the sole purpose of allowing shipper to track and obtain information about shipments during transit and for a reasonable period of time after delivery has been made, and for no other purpose. Shipper agrees to only use the SEKO Software for the limited scope of use and purpose described herein. Shipper further agrees to keep all passwords of the SEKO Software confidential and to limit its disclosure only to those employees with a need-to-know and who are bound by written confidentiality obligations for such information. Shipper will not provide its login or password to any third party and will not alter or remove any copyright notice or other proprietary rights that may appear in the SEKO Software. Shipper will not reproduce, copy, modify, translate, enhance, decompile, disassemble, reverse engineer, or create derivative works of the SEKO Software and will not challenge SEKO's rights in the SEKO Software. The SEKO Software shall at all times remain the sole and exclusive property of SEKO. SEKO reserves the right to terminate shipper's password and its access to the SEKO Software, at its convenience without notice or cause. SEKO makes no warranties, whether express, implied, or statutory regarding or relating to the SEKO Software. SEKO HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE SEKO SOFTWARE INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR TITLE. SEKO will not be liable for any indirect, direct, special or consequential losses or damages, including but not limited to, loss of business or lost profits. Shipper hereby releases, forever discharges and hold SEKO harmless from and against all claims, actions, suit, proceedings, obligations, liabilities, losses, costs or expenses resulting from, related to or in connection with shipper's access to or usage of SEKO Software or breach of this paragraph 23. As used herein, the term "SEKO Software" means SEKO's shipping information system, including without limitation MYSEKO, MYSEKO Harmony and all translations (including translation into any other computer languages), conversions, partitions,



corrections, additions, extensions, enhancements, upgrades, improvements, modifications, compilations, abridgements, or other forms in which any portion thereof may be recasted, transformed and/or adapted.

**24. Logo/Trademark. Shipper shall not use SEKO's name, logo, trademarks or trade names in publicity releases, promotional material, customer lists, advertising, marketing or business-generating efforts, whether written or oral, without obtaining SEKO's prior written consent, which consent shall be given at SEKO's sole discretion.**

**25. GOVERNING LAW, VENUE, JURISDICTION.** This contract and any act or contract to which they apply shall be governed and interpreted by the laws of the State of Illinois, United States of America, without reference to its choice of law provisions. THE SHIPPER, CONSIGNEE AND ANY OTHER PARTY BRINGING A CLAIM AGREE THAT ANY ALL LEGAL ACTIONS BROUGHT BY ANY OF THEM REGARDING OR RELATING TO THIS AIR WAYBILL OR THIS CONTRACT OR TO ANY TRANSPORTATION OF GOODS ARRANGED OR SERVICES PERFORMED BY SEKO, SHALL EXCLUSIVELY BE SUBMITTED TO THE JURISDICTION OF A STATE OR FEDERAL COURT LOCATED IN COOK COUNTY, ILLINOIS, UNITED STATES OF AMERICA. The shipper, consignee and any other party bringing a claim hereby irrevocably consent to the personal and subject matter jurisdiction of the state and federal courts of Cook County, Illinois, United States of America and waive all objections thereto. Where claims are not filed or suits are not instituted within the foregoing provisions, such claims shall be deemed waived.

**26. Agreement to Contract.** These terms and conditions of service constitute a legally binding contract. SEKO's terms and conditions for Surface Transportation in North America and U.S. Air Transportation, terms and conditions for Ocean Shipments, warehousing services and services provided by SEKO Customers Brokerage, Inc. are provided separately from these Terms and Conditions and are published at [www.sekologistics.com](http://www.sekologistics.com). This contract is subject to change by SEKO upon posting on SEKO's website from time to time. The most current and controlling version of the air waybill and this contract are published at [www.sekologistics.com](http://www.sekologistics.com) and may differ from the pre-printed terms for the air waybill.