

Conditions of Carriage

Acceptance of the bill of lading by the shipper shall constitute the shipper's agreement to the following:

1. Q International Courier LLC d/b/a variously QuickSTAT or Quick, 175-28 148th Ave, Jamaica, New York, NY 11434 ("Quick") will provide pick-up and delivery services as requested by the shipper and will arrange for air or surface transportation as required. Such services will be furnished as agent of the shipper.
2. The shipment is insured by Quick for loss, damage, or destruction, irrespective of the cause, including but not limited to negligence, to the maximum limit of USD two hundred (\$200.00) during pick up, transport and delivery. There is a charge of \$3.00 for this insurance and it will be charged automatically unless shipper waives all coverage by checking the appropriate box on the front of the bill of lading. The responsibility of Quick under this paragraph shall be reduced to the extent of the value of any other insurance carried by the shipper or any lost or damaged shipment.
3. Quick shall not be liable for any loss other than, or in an amount in excess of, that which is described in paragraph 2 above unless other arrangements concerning the same are made in advance of shipment. Shipper may request additional insurance up to a maximum of \$5,000.00 per shipment by showing the amount on the face of the bill of lading and by paying an additional fee as agreed to by the shipper and Quick. The additional valuation and fee must be agreed upon by Quick prior to shipment and must be entered on the face of this bill of lading.
4. Quick shall not be responsible for any loss of profit, loss of sales, loss of business, loss of goodwill, or loss of revenue or for any special or consequential damages experienced by any person as a result of delay, loss or damage to any shipment.
5. Quick shall not be liable for any loss or damage which is a result of an act of God, public enemy, public authorities acting with actual or apparent authority, authority of law, quarantine, riots, strikes, civil commotions, or hazards or dangers incident to a state of way, act or omission of the shipper or consignee, act or omission of any third person, the inherent nature or characteristics of the shipment itself, or compliance with the shipper's delivery or special instructions.
6. Live animals, fish, reptiles and insects are carried at shipper's risk only. Quick shall not be liable under paragraph 2 above or otherwise for the death of same in transit, or for the failure of same to arrive at destination in a condition of fitness for any particular scientific, experimental or other purpose. Quick will not be liable for loss or damage to cash, furs, jewelry, negotiable securities or other high value items, etc., unless the item or items are declared at the time of placing the booking, in order to afford Quick an opportunity to adequately protect the shipment.
7. The shipper warrants to Quick that the content of the shipment (i) can be law-fully carried aboard an aircraft, (ii) is not a prohibited substance under any applicable statutes and regulations, and (iii) is properly packaged or sheathed and each package appropriately labelled and in good order for carriage as specified. The shipper further warrants that all information provided by the shipper is complete and accurate and all applicable customs, import, export and other applicable laws and regulations have been complied with. The shipper will indemnify and hold harmless Quick against any loss incurred by Quick as a result of the shipper's violation of the warranties under this provision.
8. Any claim by the shipper for loss or damage in accordance with paragraph 2 shall be noticed in writing to Quick, to the address specified in paragraph 1, not later than 10 days after loss or damage of the shipment. Such notice must include documentation showing the actual value of shipment and proof of loss. No claims will be processed by Quick until all transportation charges have been paid. Claims may not be deducted from transportation charges. Any action or proceedings brought by the shipper against Quick concerning this shipment must be commenced within 180 days after loss or damage of the shipment.

9. No agent, employee or representative of Quick has authority to modify any provisions of these Conditions of Carriage.
10. Quick shall invoice the shipper weekly in respect of all rates and charges due and the shipper shall pay all such invoices not more than thirty (30) days from the date of invoice. In the event that payment is not received by such due date for payment, Quick shall be entitled to impose a finance charge of 1.5 percent per month and/or to withdraw the agreed credit terms. If this matter is placed with an attorney for collection, reasonable attorney fees will also be due and payable by the shipper.