OnTrac International Mail

800.628.4868
ontracinternational.com

Airbill

1. OnTrac Account Number

2. Shipper's Reference Number

3. **FROM** (Company)

Shipper's Name

F L A S T

Street Address

City

State

ZIP Code

Phone Number

PLEASE PRINT IN BLOCK LETTERS WITH BLUE OR BLACK INK ONLY

4. **TO** (Company)

OnTrac International

Street Address

41 Northern Stacks Dr

Suite

200

City

Fridley

State

MN

ZIP Code

55421

Phone Number

800 – 628 – 4868

OnTrac Copy

5. Date

030921

Consignment Number

224270

6. Shipment Information

Boxes / Totes

Pieces (Mailings Only)

Weight

L B S O Z

Value (USD)

$

Description of Contents

7. Service Level

INTERNATIONAL

- ☐ SelectMail One (First Class)
- ☐ SelectMail Two (Standard)
- ☐ Courier

CANADA POST

- ☐ Letter Mail
- ☐ Publication Mail
- ☐ Admail
- ☐ Priority Parcel
- ☐ Ground Parcel
- ☐ LTL

USPS

- ☐ IPA (First Class)
- ☐ ISAL (Standard)
- ☐ M-BAG

OTHER

8. Shipper's Signature

BY USING THIS AIRBILL YOU AGREE TO THE TERMS AND CONDITIONS ON THE BACK OF THE "SHIPPER COPY."

ONTRAC USE

Weight

L B S O Z

CN 22

M L F

Totes / Boxes

Pieces

Initials

Driver Pickup Date / Time

D D M M Y Y

H H M M A P

Driver Name

Driver Initials

OnTrac Terms & Conditions on reverse of Shipper Copy ➔

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OnTrac Terms & Conditions on reverse →

ONTRAC INTERNATIONAL CONDITIONS OF CONTRACT SHORT FORM

The following are the Conditions of Contract for the International Mail Division of OnTrac.

This contract is subject to the General Conditions of Contract OnTrac International current at the date of this Airbill, a copy of which may be inspected at any OnTrac International Office and a copy of which will be supplied by OnTrac International to the Sender upon request. The Conditions of Contract posted on the website supersede all other statements and documentation concerning rates and services. OnTrac International reserves the right to modify the Conditions of contract without notice.

For convenience some of those conditions are repeated here and it is agreed between the parties that the provisions of these Conditions of Contract (Short Form) of this Airbill include all other provisions of the General Conditions of Contract notwithstanding their omission from this Airbill.

1. In these Conditions:

"…"

"Prohibited Item" means any hazardous or combustible materials, including fluids, paints, acids, chemicals, explosives or radioactive materials, firearms or parts there of; drugs; live or dead plants or animals; perishable or non-perishable foods; cosmetics and liquor; fine arts and antiques; literature or material that may be pornographic, offensive or politically sensitive; precious stones or jewelry including commercial carbon's or industrial diamonds, precious metals, gold or silver in the form of bullion, coin, dust, cyanides, precipitates or any other form, currency (paper or coin) of any nationality, negotiable securities, stocks, bonds, certificates, coupons or stamps, negotiable cashier's checks, money orders or travelers checks and any Consignment the carriage of which is prohibited by any applicable legislation or regulations.

"…"

3. OnTrac International is not a common carrier and accepts no liability as such. No person has the authority of OnTrac International to wave or vary these Conditions and OnTrac International reserves the right to refuse the Carriage of Consignments for any Sender and the Carriage of any class of Consignment at its discretion whether before or after Carriage has commenced and upon such refusal Sender shall have no right of recourse against OnTrac International.

4. This Airbill including these conditions constitute the entire agreement between OnTrac International and Sender. Where any Consignment is tendered to OnTrac International with oral or written instructions which may conflict with these conditions. OnTrac International shall not be bound by such constructions nor shall such instructions be considered as a variation or modification of these Conditions or a waiver of any of the consignment on the basis of the lender.

"…"

6. OnTrac International and any Subcontractor shall be entitled to subcontract on any items the whole or any part of the Carriage.

"…"

7. (i) To the extent of OnTrac International is liable for any breach of this contract or for negligence or other wise then in any event such liability shall not exceed fifty U.S. Dollars (US $50.00) per Consignment/Airbill (documents only). (ii) Notwithstanding the foregoing, the Liability of OnTrac International shall in no case extend to indirect or consequential damage, loss or expense including (without prejudice to the generality of the foregoing) loss of profits or loss of contracts however caused. (iii) The limitations and exclusions contained in this Clause 7 shall apply to all loss of or damage to or deterioration of the Consignment or mis-delivery or failure to deliver or delay in delivery of the Consignment whether or not the same occurs in the course of the performance by or on behalf of OnTrac International of the contract or in events which are in the contemplation of or foreseeable by OnTrac International and/or Sender or which could constitute a fundamental breach of the contract or a breach of a fundamental term thereof.

"…"

8. OnTrac International is authorized to deliver the Consignment or any part thereof at such Post Office in such country as it may in its sole discretion decide. No other obligation or liability shall be imposed or accepted by OnTrac International in respect of delivery the Consignment or any part thereof. In particular, OnTrac International shall not be liable nor shall it be required to indemnify or compensate Sender or refund any monies paid by Sender to OnTrac International for the Consignment or any part thereof for any loss, damage or delay to the Consignment or any part thereof arising from any re-routing, rejection, seizure, confiscation, mishandling of the Consignment or any part thereof by any Post Office and/or customs authority or persons acting on their behalf on the grounds that the Consignment or any part thereof contravenes or is alleged to contravene Article 23 of the 1984 Hamburg Convention of the Universal Postal Union or Article 25 of the 1989 Washington Convention of the Universal Postal Union (and any amendment thereof) in any manner or form. A copy of these Articles is available free of charge on request from Sender's local OnTrac International office.

9. OnTrac International shall use all reasonable endeavors to effect customs clearance but shall not be liable for any penalties incurred due to delay by customs authorities or due to the Consignment being impounded by customs or other authorities and Sender shall indemnify OnTrac International on demand in respect of any such penalty or loss.

10. (i) The charges of OnTrac International applicable to the Consignment shall be those ruling at the date Carriage commences as shown in the Published Rates (hereinafter called "The Charges"). The Published Rates, which are exclusive of Value Added Tax and customs duty where applicable, are subject to change up to the date, upon which such Carriage commences without prior notice. (ii) The Charges shall be deemed fully earned as soon as the Carriage is commenced and shall be payable and non-refundable in any event.

"…"

(v) Invoices are payable within seven (7) days of the invoice date and Sender agrees that it will not defer or withhold payment pursuant to any invoice or deduct any amount from the account of OnTrac International by reason of any claim it may allege OnTrac International. (vi) OnTrac International reserves the right to charge interest on all amounts due to it commencing seven (7) days after the invoice date calculated on a daily basis at the rate of eighteen percent per annum (18%) until such time as the invoice has been fully paid.

11A. Sender expressly warrants to OnTrac International that: (i) The particulars relating to the Consignment as shown on the Airbill (including the declared value of customs) are correct and that the Consignment is adequately labeled and addressed to enable effective delivery to be made with out delay. (ii) The Consignment does not contain any Prohibited item. (iii) The items comprising the Consignment tendered for Carriage are not volatile spirits or explosive goods which are or may become dangerous, inflammable or offensive (including radioactive materials) or which are or may become liable to damage any property whatsoever. If, in the opinion of OnTrac International any such item is or is liable to become dangerous, inflammable, explosive or of a damaging nature the same may at any time be destroyed, disposed of, abandoned or rendered harmless by OnTrac International or its agent without compensation to Sender and without prejudice to the right of OnTrac International to receiver any charges or expenses hereunder. In each any such event the Sender shall be liable for all loss and damage caused thereby. (iv) It has complied with all laws and regulations relating to the nature, contents, packaging, labeling place of origin or however otherwise relating to the Carriage and the Consignment is packed in a manner adequate to withstand the ordinary risks of Carriage having regard to its nature. (v) If the Consignment comprises in whole or in part Document tendered for the OnTrac International Service, such Documents have neither commercial value nor customs value in the Country of Destination.

11B. Sender indemnities OnTrac International against any liability whatsoever resulting from or arising out of the breach of any warranty set out in Clause 11A.

"…"

12. In any event subject only to clause 7 hereof no claim in respect of loss of or damage or delay to any Consignment or any part thereof may be made unless notice of the claim is lodged in writing at an office of OnTrac International in the country where Carriage commenced within twenty-one (21) days after delivery was effected or would in the ordinary course of business have been effected. If no claim is made within the time aforesaid no action shall be against OnTrac International. In any event OnTrac International shall be discharged from all liability whatsoever in respect of the Consignment unless suit is brought within six (6) months from delivery or from the date on which the ordinary course of business delivery would have been affected.

13. Consent to Screen- All cargo is subject to screening as per government regulations.

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Driver Pickup Date / Time

D D M M Y Y

H H M M A P

Driver Name

Driver Initials