

Shaker Group, Inc.

800-267-0314

862 Albany Shaker Road
Latham, NY 12110

www.theshakergroup.com

DATE			AWB/PRO		
SHIPPER'S REFERENCE NO./PO			CONSIGNEE'S REFERENCE NO./PO		
FROM (YOUR NAME)		PHONE	TO (RECIPIENT'S NAME)		PHONE
COMPANY			COMPANY		
STREET ADDRESS (NOT P.O. BOX)			STREET ADDRESS (NOT P.O. BOX)		
STREET ADDRESS			STREET ADDRESS		
CITY		STATE	CITY		STATE
		ZIP CODE			ZIP CODE
THIRD PARTY BILLING			CHARGES - CHECK ONE		SERVICES REQUESTED
PHONE		REFERENCE NUMBER/PO	BILL SHIPPER <input type="checkbox"/> BILL CONSIGNEE <input type="checkbox"/> BILL THIRD PARTY <input type="checkbox"/>		<input type="checkbox"/> SAME DAY <input type="checkbox"/> OVERNIGHT <input type="checkbox"/> SECOND DAY <input type="checkbox"/> DEFERRED <input type="checkbox"/> EXCLUSIVE USE <input type="checkbox"/> TRADESHOW <input type="checkbox"/> OTHER <small>(see special instructions)</small>
COMPANY					
ADDRESS					
ADDRESS					
CITY		STATE			ZIP CODE
PIECES	WEIGHT	DESCRIPTION OF PACKING AND CONTENT		L	W
					H
SPECIAL INSTRUCTIONS <div style="text-align: right; margin-top: 10px;">AWB/PRO</div>					
SHIPPER'S SIGNATURE			PRINT RECIPIENT'S NAME		TIME
DRIVER'S SIGNATURE		TIME	RECEIVED IN GOOD CONDITION BY		DATE
		DATE			

*Declared value and limitation of liability: The liability of The Shaker Group, Inc. is limited to the sum of \$50.00, or \$50/lb unless a higher value is declared for carriage herein and a greater charge paid at the rate of .85c per \$100.00 value. Including but not limited to drawings, paintings, sculptures, porcelain, ceramics, furs, jewelry, fur trimmed clothing, watches, gems, stones, money, bullion, currency coins, trading stamps, collectable cards, antiques, reused cartons, or other extraordinary valuable items, are limited to a maximum declared value of \$500.00.

CONDITIONS OF CONTRACT

1. In tendering the shipment for carriage, the shipper agrees to these terms and conditions of contract which no agent or employee of the parties may alter and that this Shaker Group, Inc. airbill is non-negotiable and has been prepared by him or on his behalf by Shaker Group, Inc.
2. The shipper agrees that carriage is subject to terms and conditions of the most recent Shaker Group, Inc. Service Guide, which is available for inspection and incorporated into this contract by reference.
3. In tendering the shipment for carriage, the shipper warrants that the shipment is packaged adequately to protect the enclosed goods and to insure safe transportation with ordinary care and handling and that each package is appropriately labeled and in good order (except as noted) for carriage as specified.
4. When the destination of the shipment is not within the Shaker Group, Inc. terminal delivery area as listed in the most recent Shaker Group, Inc. Service Guide, Shaker Group, Inc. makes no commitment with respect to time of delivery of the shipment.
5. Declared value and limitation of liability: The liability of Shaker Group, Inc. is limited to the sum of \$50.00 unless a higher value is declared for carriage herein and a greater charge paid at the rate of \$.85 per \$100.00 value. When such declaration is made, Shaker Group, Inc.'s liability shall in no event exceed the average declared value per pound/piece of the shipment plus applicable freight charges as stated above or the amount of loss or damage actually sustained, whichever is lower. Shipments containing items of extraordinary value, including but not limited to, drawings, paintings, sculptures, porcelain, ceramics, furs, jewelry, fur trimmed clothing, watches, gems, stones, money, bullion, currency, coins, trading stamps, or other extraordinary valuable items, are limited to a maximum declared value of \$500.00. Shaker Group, Inc. is not liable for loss, damage, delay, misdelivery or nondelivery not caused by its own negligence or any loss, damage, delay, misdelivery or nondelivery caused by the act, default or omission of the shipper, consignee, or any other party who claims interest in the shipment, the nature of the shipment or any defect, characteristic or inherent vice thereof; violation by the shipper or consignee of any of the conditions of contract contained in this airbill or in the Shaker Group, Inc. Service Guide, including, but not limited to improper or insufficient packing, securing, marking or addressing, or failure to observe any of the rules relating to shipments not acceptable for transportation or shipments acceptable only under certain conditions; acts 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, or other local disputes, civil commotions, hazards incident to a state of war, weather conditions or mechanical delay of the aircraft or acts or omissions of any person other than Shaker Group, Inc. including compliance with delivery instructions from the shipper or consignee. Shaker Group, Inc. shall not be liable for the loss of articles loaded and sealed in packages by the shipper provided the seal is unbroken at the time of delivery and the package retains its basic integrity. SHAKER GROUP, INC. SHALL NOT BE LIABLE IN ANY EVENT FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR INCOME WHETHER OR NOT SHAKER GROUP, INC. HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.
6. Claims, written notice or loss due to damage, shortage or delay must be reported by the shipper within 12 days after the delivery of the shipment. Written notice of loss due to nondelivery must be reported by the shipper within 90 days after acceptance of the shipment for carriage. Written notification will be considered to have been made if the shipper calls and notifies the Customer Service Department at 800-267-0314 and as soon as practicable thereafter files a written notification. Documentation of all claims other than overcharge claims must be submitted in writing to Shaker Group, Inc. within 90 days after the date of acceptance of the shipment by Shaker Group, Inc. No claim for damage will be entertained until all transportation charges have been paid. The amount of a claim may not be deducted from the transportation charges. Receipt of the shipment by the consignee without written notification of damage on the delivery receipt shall be prima facie evidence that the shipment was delivered in good condition, except that in the case of claims for concealed damage which is not discovered at the time of delivery, the shipper shall notify Shaker Group, Inc. in writing as promptly as possible after the discovery thereof and in any event no later than 12 days from the date of the delivery. The shipper must make the original shipping cartons and packing available for inspection by Shaker Group, Inc. Claims for overcharges and refunds must be made in writing to Shaker Group, Inc. within twelve (12) months of the billing date. All claims must be filed by the shipper.
7. All shipments are subject to inspection by Shaker Group, Inc., including but not limited to, opening the shipment. However, Shaker Group, Inc. is not obligated to perform such inspection.
8. Notwithstanding the shipper's instructions to the contrary, the shipper shall be primarily liable for all costs and expenses related to the shipment of the package, and for costs incurred in either returning the shipment to the shipper or warehousing the shipment pending disposition.
9. The shipper is required to indicate the type of service requested. In the absence of any instructions, overnight rates and services will apply.
10. Shaker Group, Inc. shall have the right to retain in its possession this shipment, or any subsequent shipment by the shipper as security for the payment of outstanding shipping charges owed by the shipper to Shaker Group, Inc. After thirty (30) days, Shaker Group, Inc. is empowered by the shipper to sell such goods so held by reasonable commercial means and to apply the proceeds therefrom to the outstanding shipping charges.
11. By depositing the shipment for carriage or accepting the shipment, the shipper, consignor, and the consignee respectively acknowledge that they are jointly and severally liable for the freight charges incurred thereby. In any action to recover from same the parties are additionally liable for Shaker Group, Inc.'s attorney's fees and costs and interest on the freight charges accruing at the rate of 2% per month. The parties further agree that any litigation pertaining to said fees or to the shipment in any way shall be governed by the laws of the State of New York, venue Albany County.
12. Shaker Group, Inc. reserves the right to report any delinquent account to credit reporting agencies.