

Axis Global Systems, LLC Credit Application for a Business Account

Business Contact Information

Title:			
Company Name:			
Phone:	Fax:	E-mail:	
Registered company address:			
City:	State:	ZIP:	
Date business commenced:			
Sole proprietorship:	Partnership:	Corporation:	Other:

Business and Credit Information

Primary business address:			
City:	State:	ZIP:	
How long at current address?			
Telephone:	Fax:	E-mail:	
Bank name:			
Bank address:			
City:	State:	ZIP:	Phone:
Type of account	Account number		
Savings			
Checking			
Other			

Business and/or trade references

Company name:			
Address:			
City:	State:	ZIP:	
Phone:	Fax:	E-mail:	
Type of account:			
Company name:			
Address:			
City:	State:	ZIP:	
Phone:	Fax:	E-mail:	
Type of account:			
Company name:			
Address:			
City:	State:	ZIP:	
Phone:	Fax:	E-mail:	
Type of account:			

Agreement

1. All invoices are to be paid 30 days from the date of the invoice.
2. Claims arising from invoices must be made with 7 working days.
3. By submitting this application you authorize Axis Global Systems to make inquiries to the banking, savings, business, and/or trade references you have supplied.

Signatures

Title: Date:	Title: Date:
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**Axis Global Systems, LLC
CONDITIONS OF CONTRACT**

1. By tendering the shipment described herein for transportation, shipper, for himself and all other parties at any time having an interest in the goods, agrees to these Conditions of Contract, which no agent or employee of the parties may alter. This bill of lading is NON-NEGOTIABLE for all DOMESTIC and INTERNATIONAL shipments and has been prepared by shipper or on shipper's behalf by Carrier. Shipper warrants the shipment is properly described on the face hereof as to its proper contents. Shipper warrants that the shipment is packaged to prevent damage from normal care in handling during transportation and any fragile items must be professionally packaged or crated. Shipper further affirms the fact that the shipment is not of a nature unsuitable for carriage by air or hazardous thereto.
2. As used in this contract, "Carrier" means Axis Global Systems, LLC, Axis Global Logistics and/or Axis Global Logistics Ltd. and all surface and air carriers that carry or undertake to carry the goods hereunder or perform any other services incidental to such carriage. Franchised and/or licensed Axis Global Systems, LLC, Axis Global Logistics and or Axis Global Logistics Ltd stations are owned and operated by independent businesses. Axis Global Systems, LLC disclaims liability for the acts, errors or omissions of its franchisees or licensees.
3. (a) It is mutually agreed that the shipment described herein is accepted on the date hereof in apparent good order (except as noted) for carriage as specified herein, subject to governing rates, rules and classifications stated in the most recent rules and regulation tariff of Carrier. The rates, rules and classifications stated in the most recent rules and hereby incorporated into and made part of this contract. (b) To the extent not in conflict with the foregoing, carriage hereunder and all other services performed by each Carrier are subject to (i) applicable laws, government regulations, orders and requirements, (ii) provisions herein set forth, and (iii) applicable tariffs, rates, rules, regulations and timetables (but not the times of departure and arrival therein) of such Carrier.
4. Carrier undertakes to complete the carriage hereunder with reasonable dispatch. Carrier may substitute alternate carriers or aircraft and may without notice and with due regard to the interests of the shipper substitute other means of transportation. Carrier is authorized by shipper to select the routing and all intermediate stopping places if deems appropriate or to change or deviate from any routing instructions shown on the face hereof. For some international air shipments Carrier reserves the option to act as an agent of the airline instead of as a Carrier, in which event the direct airline's tariffs shall apply.
5. All shipments are subject to being opened and inspected by the Carrier. No liability shall attach to Carrier if Carrier refuses to carry a shipment based on a good faith determination of what it understands to be the applicable law, government regulation, demand, order or requirement.
6. Shipper shall comply with all applicable laws and other government regulations of any jurisdiction to, from or through which the shipment may be carried, including those relating to the packaging, carriage or delivery of the shipment, and shall furnish such information and attach such documents to this airbill as may be necessary to comply with such laws and regulations. Carrier shall not be obligated to inquire into the correctness or sufficiency of such information or documents. Carrier shall not be liable to shipper for damage, loss or expense due to the shipper's failure to comply with this provision.
7. Shipment is subject to charges for actual or dimensional weight in accordance with Carrier's applicable rules. In cases of loss or damage to the consignment, the weight to be taken into account in determining Carrier's limit of liability shall be only the actual weight of the package or packages concerned. Notwithstanding any other provision, in the case of loss or damage of a shipment or part thereof, the weight to be used in determining Carrier's limit of liability shall be the weight that used (or a pro rata share in the case of a partial shipment loss or damage) to determine the transportation charge for such shipment.
8. Subject to the conditions herein, Carrier shall be liable for the goods for the period they are in its charge or the charge of its agent. Carrier's transportation rates and/or insurance/declared value charges are established based on these Conditions of Contract, including the limitations of liability provided therein. PRIOR WRITTEN AUTHORIZATION BY AXIS GLOBAL SYSTEMS is required for shipments having a value in amounts above \$5,000.00.
9. Forwarder's liability, in the absence of a higher declared value for carriage, is limited to a minimum of \$50.00 per shipment or \$0.50 per pound, per piece, of cargo lost, damaged, misdelivered or otherwise adversely affected, whichever amount is greater, but in no event shall amount exceed the actual invoice value of the goods. This limitation is subject to provisions as published in Forwarder's governing tariffs in effect at the time of this shipment. Declared values for carriage in excess of \$0.50 per pound, per piece, shall be subject to an excess valuation charge. Shipments originated through Axis Global Logistics, LTD in Canada in absence of declared value noted by the shipper the liability shall be limited to \$2.00 CAD per pound of cargo damaged or lost, but not less the \$100.00 CAD per shipment and shall not exceed the proven value of the items damaged or lost.
10. Unless each piece of the shipment has a declared value stated and is specifically identified on the Forwarder's shipping document at the time of the shipment and is so identified on the delivery receipt as being lost, damaged, destroyed, or otherwise affected at time of delivery, Forwarder shall be liable subject to tariff provisions in effect at the time of the shipment for the "average declared value" of the shipment. The "average declared value" of the shipment shall be determined by first dividing the total declared value of the shipment by the total weight of the shipment. This figure, multiplied by the packaged weight of the piece(s) adversely affected, shall then establish the amount of Forwarder's liability. The total declared value amount must be inserted in the DECLARED VALUE box on the face of this shipping document. Forwarder's liability shall in no event exceed the actual invoice value of the goods adversely affected.
11. If this is an International shipment, a) all rules relating to liability as established by the Warsaw Convention shall apply, b) except as otherwise provided in Forwarder's tariffs or conditions of carriage, in carriage to which the Warsaw Convention does not apply, Forwarder's liability shall not exceed U.S. \$20.00 per kilogram or the equivalent or goods lost, damaged or delayed, unless a higher value is declared by the shipper and a supplementary charge paid, c) Forwarder accepts this shipping document as a shipper's letter of instructions with authorization to prepare and sign on shipper's behalf an international shipping document, and d) Forwarder reserves the option to act as agent of the carrier, instead of as a forwarder, in which event the direct carrier's tariffs shall apply to this shipment and e) the shipper may select by inserting on the face of this shipping document cargo coverage based on insurance
12. For shipments having a declared or insured value on the airbill prior to acceptance by the Carrier, the total liability of Carrier shall in no event exceed the declared or insured value of the shipment/piece or the actual value of the shipment/piece, whichever is less, plus the amount of any transportation charges for which shipper may be liable. An additional charge will apply for shipments having a declared or insured value as stated in the most recent tariff of Carrier; Insurance on used equipment must have prior written authorization from Carrier. The value of any approved used equipment will be based on current market value. Carrier will not be responsible for mechanical derangement unless resulting from a peril covered under ICC Clauses C. (b) Carrier's maximum liability for any ENVELOPE or LETTERPAK is \$25.00. (c) Exclusions: Carrier will not be responsible for loss or damage of accounts, bills or money, antiques, deeds, evidence of debt, notes, securities, negotiable instruments, bonds, jewels, watches, perishables, precious stones, original works of art or artwork, glass, neon signs, lighting fixtures, data from any media, personal effects (new or used), wearing apparel (used), computer or electronic equipment (other than physical damage), or any types of models or prototypes. (d) If the sum entered on the face of the bill of lading as "Declared Value for Carriage" represents an amount in excess of the applicable limits of liability referred to in these Conditions, and if shipper has paid any supplementary charge that may be require by Carrier's tariffs, this shall constitute a special declaration of value for the Carrier's limit of liability.
13. Forwarder's liability for aggregate losses at any one time at any one place is limited to \$1,000,000.00. For shipments having declared values over \$100,000.00, Forwarder must be given advance notice prior to pick up
14. Carrier's liability for declared value and/or legal liability claims must be a direct result of Carrier's negligence. Payment of any claim shall be subject to proof of actual loss or damages suffered. Claims must contain a copy of the original purchase invoice and other documentation reasonably requested by Carrier. Carrier shall not be liable in any event for any consequential or special damages resulting from any damage or loss whether or not Carrier had knowledge that such damages might be incurred. Carrier shall not be liable for shipment and/or consequential loss, damage or other result caused by: (a) Acts of God, perils of the air, public enemies, public authorities acting with actual or apparent authority, quarantine, riots, authority of law, unavailability in whole or part of aircraft fuel, strikes, civil commotions or hazards or dangers incident to the state of war or nuclear risk. (b) The act or default of the shipper or consignee. (c) The nature of the shipment, or any defect, characteristic or inherent vice thereof. (d) Violation by the shipper or consignee of any of the rules contained in these Conditions of Contract, including, but not confined to, improper description of commodities, improper or insufficient packaging, securing, marking, or addressing and failure to observe any of the rules relating to shipments not acceptable only under certain conditions. (e) Unavailability of equipment or space therein. (f) Compliance with delivery instructions from the shipper or consignee or non-compliance with special instructions from the shipper or consignee not authorized by Carrier's rules. (g) 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. (h) Failure of Carrier to pick-up, transport or deliver shipment by a stipulated date or time.
15. Notice of arrival of goods will be given promptly upon request to the consignee or to the person indicated on the face hereof as the person to be notified. On arrival of the goods at the place of destination, subject to the acceptance of other instructions from the shipper prior to arrival, delivery will be tendered to the consignee. If the consignee declines to accept the tender of goods, or cannot be communicated with, disposition will be made in accordance with instructions of the shipper. Shipper shall be liable for all costs in either returning the shipment or warehousing the shipment pending its disposition or both.
16. Except as provided in the following paragraph below, receipt by the consignee of the shipment without written notification of damage on the delivery receipt shall be prima facie evidence that the shipment has been delivered in good order and condition.
17. (a) Claims for visible loss and/or damage must be made in writing to Carrier as soon as reasonably possible upon delivery of the shipment, but in no event later than five days after the date of acceptance of the shipment by consignee. Claims for overcharges or duplicate payments must be made in writing within 30 days after the date of acceptance of the shipment. All claims must be filed in writing and received at the corporate office of Axis Global Systems, LLC, Axis Global Logistics and or Axis Global Logistics, LTD, PO Box 780108 New York, NY 11378. (b) Concealed damage and/or loss discovered by the consignee after delivery and after a clear receipt has been given to the Carrier must be reported to Carrier in writing within 10 days after delivery of the shipment with privilege to Carrier to make inspection of the shipment and container within 30 days after receipt of such notice. While awaiting inspection by Carrier, the consignee must hold the shipping container and its contents in the same condition as received insofar as it is possible to do so. (c) In the case of non-delivery of the goods a written complaint must be made to the Carrier within 21 days from the date of the issuance of the bill of lading. (d) No claim with respect to a shipment, any part of which is received by the consignee, will be entertained until all transportation and other related charges have been paid to Carrier. Shipper may not deduct the amount of any claim from those charges.
18. Carrier shall not be liable in any action brought to enforce a claim unless the claimant has complied with Carrier's claim procedures. Any rights to damage against Carrier shall be extinguished unless action is brought within 90 days after the date written notice is given to claimants that Carrier has disallowed the claim in a whole or in part.
19. Any exclusion or limitation of liability applicable to Carrier shall apply to and be for the benefit of Carrier's agents, servants and representatives and any person whom equipment is used by Carrier for carriage and its agents and representatives. For purposes of this provision, Carrier acts herein as agent for all such persons.
20. If Carrier offers insurance, and such insurance is requested and if the appropriate premium is paid and these facts are recorded on the face hereof, the goods covered by this airbill are insured under an open policy for the amount requested as set forth on the face hereof (recovery being limited to the actual value of the goods lost or damaged provided that such amount does not exceed the insured value). The insurance is subject to the terms, conditions and coverage (from which certain risks are excluded) of the open policy, which is available for inspection at an office of Carrier by the interested party. Claims under such policy must be reported in writing immediately to an office of Carrier.
21. Shipper must enter the amount of any shipper's C.O.D., which shall be collected subject to a fee, and rules of the delivering Carrier. Under no circumstance will Carrier be responsible for the form of payment by the consignee unless specifically requested in writing on the face of the airbill. Carrier will not be liable for any fraudulent or apparent certification of checks. Applicable charges for handling a C.O.D. shipment will apply as stated in the most recent tariff of Carrier.
22. Shipper and consignee shall be liable, jointly and severally, to pay or indemnify Carrier for all claims, fines, penalties, damages, costs or other sum which may be incurred, suffered or disbursed by Carrier by reason of any violation of any of the rules contained in the tariff of Carrier or any other default of the shipper or such other parties with respect to a shipment, including all unpaid charges (including reasonable attorneys' fees) payable to Carrier on account of any shipment. Carrier shall have a lien on the shipment for sums due and payable.
23. This contract of carriage shall be binding upon the shipper and consignee and by the carriers by whom transportation is undertaken between the points of origin and destination, including any reconignment or return of the shipment, and shall insure to the benefit of any other person, firm or corporation performing for the Carrier pick-up, delivery or other ground service in connection with the shipment.
24. The Warsaw Convention is amended by the Montreal Protocol VI and the terms and conditions of the carrier's International House Air Waybill or The Carriage of Goods by Sea Act and the terms and conditions of Carrier's Ocean B/L, a copy of which will be provided to shipper and is incorporated by reference herein, shall govern any and all international shipment(s).
25. Hazardous materials of any kind must be tendered to Axis Global Systems, LLC and or Axis Global Logistics in accordance with all packing, marking, labeling and documentation requirements of AIR SHIPMENTS as indicated in the most current IATA DANGEROUS GOODS REGULATIONS.
26. The United States District Court for the State of New York shall determine disputes arising under the Bill of Lading.
27. The terms of the Bill of Lading shall be severable, and, if any part or term hereof shall be held invalid, such holding shall not affect the validity or enforceability of any other part or term hereof.
28. Insurance coverage is based on the Forwarder's open insurance policy in effect on the date of the shipment. Failure to properly complete the INSURANCE OPTION on the face of this shipping document shall void the coverage this option affords. Failure to insert at least the full invoice value of the shipment shall reduce any insurance payment proportionately by the applicable percentage that the shipment was so under-insured. There are exceptions and/or special insuring conditions to the insurance option. Contact Forwarder for details, as the cargo insurance policy is subject to limits, terms and conditions and shall be construed to be a contract directly between the shipper and the insurer.
29. Shipper authorizes consent to screen all cargo tendered by shipper.

I agree to the Axis Global Systems, LLC Conditions of Contract. Name: _____ Signature: _____ Date: _____