

# JetBlue Airways Contract of Carriage Containing Rules, Regulations, and Charges Applicable to the Carriage of Air Cargo.

(Revised January 2010)

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## Cargo Contract of Carriage

The rules, regulations, and charges published in this Contract of Carriage apply to the carriage of shipments (as defined below) by Carrier. In the event shipments are carried by another air carrier or surface carrier, such other air carrier or surface carrier's Contract of Carriage shall govern the carriage of such shipments.

Except as otherwise expressly provided in this Contract of Carriage, all shipments are acceptable for carriage only when Shipper and Consignee comply in all respects with any applicable rules and regulations of this Contract of Carriage, and all laws, ordinances, and other governmental rules and regulations governing the carriage of such shipments.

No agent, servant or representative of JetBlue Airways has authority to alter, modify or waive any provision of this Contract of Carriage unless authorized by a corporate officer of carrier.

In the event any provision of this Contract of Carriage or the application thereof to any person or circumstance is held invalid, all remaining provisions and their applicability to any person or circumstance shall not be affected thereby.

### 1. **Definitions**

Unless otherwise specifically indicated, the following definitions shall apply:

**Advance Arrangement** – Advance Arrangements shall mean the shipper shall contact carrier prior to tender of a shipment in order to determine the acceptability of the shipment, to enable shipper and carrier to establish the time and place of tender, and to enable shipper and / or carrier to make special arrangements for the shipment, if necessary.

**Airbill** – Airbill shall mean the non-negotiable shipping document issued by carrier upon tender of shipment to carrier.

**Air Freight** – Air Freight shall mean cargo service provided on a space available basis, airport-to-airport. Although carrier will attempt to carry shipments on the next available flight, Air Freight is not flight-specific cargo service.

**Articles of Extraordinary Value** – Articles of Extraordinary Value include, but are not limited to any of the following articles or commodities: antiques, art works, bonds, deeds, evidences of debt, negotiable securities, promissory notes, stamps (postage or revenue), stock certificates and similar valuables.

**Carrier** - Carrier shall mean JetBlue Airways. Its officers, directors, employees, agents, representatives and servants acting within the scope of their employment.

**Computation of Days** – In computing time in days, full calendar days shall be used, including Sundays and legal Holidays except when in the computation of days, the last day falls on a Sunday or Legal Holiday, in which event the next following calendar day (other than a Sunday or Legal Holiday) shall be included.

**Consignee** – Consignee shall mean that entity (including but not limited to individuals and corporations), whose name appears on the Airbill as the entity to whom the Shipment is to be delivered by Carrier airport-to-airport.

**Express Cargo** – Express Cargo shall mean cargo to be shipped on the next available flight and ready for pick up by the Consignee two hours after the flight arrival time at the destination (for flights arriving at New York John F. Kennedy International Airport (JFK), the pick up time will be three hours from the flight arrival time).

**General Cargo** – General Cargo shall mean cargo other than Express Cargo, and which is shipped based on flight and space availability and ready for pick up 48 hours from the time it arrives at the destination (for flights arriving at JFK, the cargo pick up time will be 51 hours after the flight arrival time).

**Legal Holiday** – Legal Holiday shall mean any U.S. national, state, provincial or local legal holiday.

**Perishable Shipments** – Perishable Shipments shall mean those shipments that are subject to decay and/or deterioration while in Carrier's custody. Perishable shipments shall include, but not be limited to, meat, fowl, game, live fish, flowers, or plants.

**Shipment** – Shipment shall mean a single consignment of one or more pieces, from one shipper at one time at one address, receipted for in one lot and moving on one Airbill, to one Consignee at one destination airport.

**Shipper** – Shipper shall mean the entity (including but not limited to individuals and Corporations) whose name appears on the Airbill as the entity contracting with Carrier for the carriage of the Shipment.

**Tender** – Tender shall occur when shipper presents a properly labeled and packaged shipment to carrier for acceptance after the Airbill has been completed and all shipping charges have been paid.

**2. Shipment Description**

- (A) The contents of Shipments must be indicated by accurate and specific description on the Airbill.
- (B) The exact number of pieces included in a Shipment must be specified on the Airbill.

**3. Maximum Weight**

The maximum weight of any single piece contained in any Shipment shall not exceed 230 pounds. Exception would be Human Remains shipments; maximum acceptable weight is 400 pounds.

**4. Maximum Dimensions**

- (A) Shipments of which the sum of the greatest length plus the greatest outside height plus the greatest outside width exceeds 100 inches are subject to advance arrangements. Height cannot exceed 40 inches and width cannot exceed 58 inches for the A320. Dimensions cannot exceed 28 inches height by 40 inches width by 47 inches length for transport on the Embraer 190.
- (B) In computing overall dimensions, fractions of less than one-half inch shall be dropped and fractions of one-half inch or more shall be considered as one (1) inch.

**5. Packing and Marking Requirements**

- (A) Shipments must be prepared or packed by the shipper so as to insure safe carriage with ordinary care in handling.
- (B) Any piece of any Shipment susceptible to damage with ordinary care and handling must be adequately protected by proper packing and must be marked or labeled appropriately.
- (C) Any piece of any Shipment susceptible to damage as a result of any condition which may be encountered in air carriage, such as high or low temperatures, high or low atmospheric pressure, or sudden changes in temperature or pressure, must be adequately protected by proper packing and any other necessary protective measures. Carrier expressly disclaims any and all liability for loss or damage to such shipment as a result of improper packaging.
- (D) Each piece of any Shipment must be legibly and durably marked with the name and address of Shipper and Consignee.

**6. Shipments Subject to Advance Arrangements**

The following Shipments shall be acceptable for carriage by Carrier only upon Advance Arrangements:

- (A) Shipments requiring special attention, protection, or care en route.
- (B) Shipments or pieces of shipments of unusual shape or size
- (C) Shipments containing any other unusual characteristics.
- (D) Human Remains Shipments.

**7. Unacceptable shipments**

Shipments unacceptable for carriage shall include but not be limited to the following:

- (A) Shipments likely to damage Carrier's equipment or other shipments.
- (B) Shipments regulated by 49 C.F.R pertaining to the carriage of hazardous materials.
- (C) Restricted articles.
- (D) Shipments of bills of exchange, bullion, currency, furs, fur clothing, fur-trimmed clothing, gems (cut or uncut), gold bullion (coined or uncoined), jewelry (other than costume jewelry), money, platinum, precious metals, silver bullion (coined or uncoined) and similar articles or commodities.
- (E) Shipments of live warm-blooded animals.
- (F) Household Goods and/or Personal Effects.
- (G) Shipments tendered with instruction to collect-on-delivery (C.O.D.) and/or advance Charges.
- (H) Shipments which, in Carrier's judgment, are not suitable for carriage.
- (I) Shipments having a declared value in excess of \$5,000.00.
- (J) Firearms.

The Carrier's acceptance of any such unacceptable shipments, whether due to the deliberate or inadvertent failure of any party to disclose such contents in no way constitutes a waiver of Carrier's disclaimer of liability with respect to loss or damage to any unacceptable item (as described herein).

## 8. Conditional Acceptance of Shipments

Carrier reserves the right to reject or revoke acceptance of any shipment prior to carriage from the origination airport, and to remove such shipment at any point en route between origin and destination, when it reasonably appears to Carrier that such shipment is:

- (A) Improperly packed or packaged;
- (B) Subject to damage if exposed to excessively hot or cold temperatures;
- (C) Inherently defective such that the Shipment cannot be carried without risk of loss, damage or injury to the shipment, to Carrier's equipment, or to Carrier;
- (D) Not accompanied by proper documentation as required by any convention, statute or tariff applicable to such shipments.
- (E) Subject to advance arrangements, unless such advance arrangements have been undertaken;
- (F) Shipments requiring Carrier to obtain a federal, state, or local license shall be accepted at Carrier's sole discretion.
- (G) Perishable Shipments, unless the following guidelines are adhered to:

Perishable Shipments of flowers/plants must be packed in sturdy cardboard container providing protection from ordinary handling and inclement weather while in transit. Containers should be visibly, legibly and durably marked with the description of the contents and indicate if the contents are of a fragile nature. Whenever possible, perishable shipments should be stored in a refrigerated facility in order to minimize exposure to extreme temperatures fresh flowers/plants should not be exposed to extreme temperatures.

NOTE: JetBlue does not provide refrigeration at all cargo facilities, nor does JetBlue warrant the suitability of en route temperatures or pressure levels for any perishable shipment. Therefore, shipper assumes all risks associated with the carriage by Carrier of all perishable shipments.

**9. Inspection of Shipments**

- (A) Shipments shall be subject to inspection by Carrier to determine acceptability and suitability for carriage by Carrier, and to assess proper charges.
- (B) Carrier shall not allow inspection of Shipment by consignee until all carriage charges have been paid, consignee has signed the Airbill, and consignee has taken possession of the Shipment.

**10. Airbill and Shipping Documents**

- (A) Shipper is required to prepare and present an Airbill with each Shipment tendered for carriage subject to this Contract of Carriage. Carrier shall not be responsible for improperly completed Airbills. Each Shipment shall be subject to Carrier's Contract of Carriage in effect on the date of acceptance of such Shipment by carrier.
- (B) The Airbill and the Contract of Carriage applicable to the Shipment tendered shall accrue to the benefit of, and be finding upon, Shipper and Consignee, and carrier by whom carriage is undertaken between the origin and destination, including destination on reconsignment or return of the Shipment.
- (C) A Shipment carried for the U.S. government (excluding Shipments paid for by Government Transportation Request – G.T.R) must be accompanied by, in addition to the Airbill, a Government Bill of Lading with the proper number of copies properly executed.

**11. Declared Value of Shipments**

- (A) Shipments shall be deemed to have a declared value of not more than \$00.50 per pound, unless excess value is declared on the Airbill at the time the Shipment is tendered to carrier.
- (B) Shipper may declare excess value for any Shipment, in which case an additional charge of \$.50 per \$100.00 for General, Perishable and Express Cargo of excess value declared must be paid. The maximum excess value that may be declared for any General Cargo or Perishable Shipment is \$5,000.00. When any Shipment consists of two (2) or more pieces, the declared value for each piece shall be determined by dividing the value declared on the Airbill by the number of pieces in the shipment.

**12. Routing**

- (A) JetBlue Airways, in its sole discretion shall determine the routing of Shipments.
- (B) JetBlue, in its sole discretion, reserves the right to deviate from any route indicated on an Airbill, and to forward and expedite or deliver any Shipment via any air carrier or other transportation mode at the rate prescribed by such carrier; provided that when either of the foregoing rights are exercised, carriage rate and charges shall be no greater than the rates and charges from origin to destination via the route indicated on the Airbill.

**13. Payment/Calculation of Rates and Charges**

- (A) Small package Shipments shall be accepted only when carriage charges are prepaid by shipper.
- (B) Charges for carriage of any Shipment shall be assessed on the gross weight of the Shipment based on the greater of:

- (1) The actual weight of the Shipment, or
- (2) The cubic dimensional weight of the Shipment derived from the total cubic measurement (L X W X H divided by 194). Dimensions of ½" or greater are rounded up to the next whole number; dimensions of less than ½" are rounded down. Multiply the Height (H) times the Width (W) times the Length (L) (all measurements in inches) divided by 194. The final calculation is rounded up to the whole pound.

Single-piece shipment example: a package actually weighs 5 pounds, with dimensions of 10 ½" high (H) by 12 ¼" wide (W) by 32 ¾" in length (L). Multiply the rounded dimensions: 11 X 12 X 33 = 4,356. Divide 4,356 by 194 (166 for international shipments) = 22.46 and round up to the next whole number (pound), 23. The cubic dimensional weight for this piece is 23-lbs. since the actual weight is only 5 lbs., the 23-lb. number will be used to calculate the carriage charge.

- (C) Payment of Charges

Rates and charges published in this Contract of Carriage are in U.S. Dollars. All charges are payable by Carrier's credit account, prepaid U.S. Government Bill of Lading or Government Transportation Request at the time Shipment is tendered to carrier by shipper. Proper identification is required for all transactions.

**14. Flight Schedules**

Carrier shall attempt to carry Shipments with due diligence, but flight schedules are subject to change without prior notice, and the times shown in Carrier's schedules, tickets and advertising are not guaranteed. Carrier may change add or omit intermediate stops, and delay or cancel flights without prior notice. Carrier shall not be responsible for ensuring the successful transfer of Shipments on to connecting flights of carrier or of another air carrier.

**15. Availability of Equipment and Space**

- (A) JetBlue Airways undertakes to transport, consistent with its capacity to carry, all shipments accepted for carriage. All shipments are subject to availability of suitable equipment. Carrier shall determine the priority of carriage as between shipments, which Shipments shall not be carried on a particular flight, which Shipments shall be removed at any time or place and when a flight shall proceed without all or any part of any shipment.
- (B) Any Shipment shall be subject to refusal, delay or embargo by carrier, if such shipment cannot be carried with reasonable dispatch by reason of any governmental rules, regulations, or orders, or because of unavailability of suitable equipment, or because of other conditions beyond Carrier's control.

**16. Limitation of Liability**

- (A) Except as the Warsaw Convention, the Montreal Convention, or any other applicable law requires, the liability if any, of Carrier for loss, damage or delay of any Shipment or part thereof is limited to the provable damages, up to (but not in excess of) the declared value of the shipment in accordance with Section 11. Shipper's damages and any recovery shall be subject to the provision that, (1) it has exercised reasonable effort to mitigate damages, (2) the damage is proved to have occurred during carriage and (3) the damage is not a result of an inherent defect, quality, nature or vice of that shipment. In no event shall carrier be liable for consequential or special damages, whether or not Carrier had knowledge that such damages might be incurred. Reimbursement for lost or damaged shipments shall be determined by the documented original purchase price of the Shipment, less any applicable depreciation for prior usage or age of the contents of the Shipment. Nothing in this contract waives or modifies any provision of the Warsaw Convention or the Montreal Convention, whichever may be applicable.
- (B) By tendering a Shipment to carrier for carriage, Shipper for and on behalf of all other parties having an interest in the shipment, waives all claims for damages beyond the limitations set forth in this Contract of Carriage and affirms that the description of the Shipment as set forth on the Airbill is complete, true, correct and that the Shipment is not of a nature unsuitable for carriage by air or hazardous thereto.

**17. Exclusion from Liability**

- (A) JetBlue Airways shall not be liable for any loss, damage or delay in delivery of any Shipment or portion thereof caused by:
- (1) Acts of God, public enemies, public authorities acting with actual or apparent authority, perils of the air, authority of law, quarantine, riots, strikes, civil commotion or hazards, or dangers incident to a state of war;
  - (2) Acts or omissions of Shipper or Consignee;
  - (3) The nature of the Shipment, or any defect, characteristic or inherent vice thereof.
  - (4) Violation by shipper, consignee, or any party claiming an interest in the shipment of any of the provisions contained in this Contract of Carriage, including but not limited to improper or insufficient packing, securing, marking, or addressing, and failure to observe any of the provisions relating to Shipments which are not acceptable or Shipments which are conditionally accepted;
  - (5) Acts or omissions of warehousemen, customs, or quarantine officials, or persons other than carrier gaining lawful or unlawful possession of the Shipment; or
  - (6) Failure to provide notification upon arrival of Shipment.
- (B) Carrier shall not be liable for any loss, damage, deterioration, destruction, theft, pilferage, delay, default, misdelivery, non-delivery, or any other result not caused by the actual negligence of Carrier. For purposes of this paragraph, any agent, employee or representative of any other airline or service organization shall not be construed to be the agent, employee or representative of Carrier.
- (C) Carrier shall not be liable for any loss, damage, or delay in delivery of shipments of bills of exchange, bullion, currency, furs, fur clothing, fur-trimmed clothing, gems (cut or uncut), jewelry (other than costume jewelry), money, platinum, precious metals silver bullion (coined or uncoined) and similar articles or commodities Articles of Extraordinary Value enclosed in or shipped and described on the Airbill as baggage, luggage or personal effects or with any other term not reasonably calculated to disclose the unique nature and /or special value of the Shipment involved.
- (D) Carrier shall not be liable in any event for any consequential or special damage arising from carriage of shipments subject to this Contract of Carriage, whether or not Carrier had knowledge that such damage might result and whether or not such damage may have been foreseeable.
- (E) Carrier shall not be liable for any loss, damage or delay to any shipment which is inadequately described or mis-described on the Airbill.

- (F) Carrier shall not be liable for any loss, damage or delay in delivery of any Shipment whose contents are not specifically described on the Airbill or which are otherwise shipped without the actual knowledge and consent of Carrier; provided however, that carrier shall not have any liability with respect to any shipment listed in Section 7 as not acceptable, whether or not such shipment is described by a policy of insurance.
- (G) Carrier shall not be liable for any loss, damage or delay in delivery of any Shipment, which is covered by any valid and collectible policy of insurance.

**18. Indemnification**

Shipper and Consignee shall be jointly and severally liable, to indemnify and hold harmless Carrier for and against all claims, fines, duties, tariffs, penalties, damages, cost, expenses, attorney's fees or other costs incurred, suffered, or paid by carrier as a result of any violation of applicable U.S., state or local law pertaining to or governing the Shipment, any violation by Shipper or Consignee of any of the provisions contained in this Contract of Carriage, or any other default of Shipper or Consignee with respect to any Shipment.

**19. Liability for Rates and Charges**

Shipper and Consignee shall be liable, jointly and severally, for all unpaid charges, declared or undeclared, payable on account of any shipment pursuant to this Contract of Carriage including, but not limited to, sums advanced or paid by Carrier on account for such Shipment.

**20. Carrier's Lien**

Carrier shall have a lien against Shipments for all charges due and payable to Carrier for carriage of such Shipments pursuant to Section 19 herein.

**21. Notice and Disposition for Property**

- (A) When a Perishable Shipment is delayed in the possession of Carrier or is unclaimed, refused or threatened with deterioration, Carrier shall have the right to immediately take such action as it deems reasonably necessary for the protection of Carrier and other parties-in-interest, including the sale or other disposition of such Perishable Shipments, absent instructions of Shipper to the contrary.
- (B) When a non-Perishable Shipment remains unclaimed or is refused, Carrier shall have the right to hold Shipment subject to storage charges (as provided in Section 24) and to dispose of the Shipment or any part thereof at public or private sale at any time following the expiration of thirty (30) days following written notice to Shipper or Consignee at the address indicated on the Airbill.
- (C) In the event of non-payment of any sums payable to Carrier pursuant to this Contract of Carriage, Carrier shall have the right to hold the Shipment subject to storage (as provided in Section 24) and to dispose of the Shipment or any part thereof, at public or private sale, without notice to shipper or consignee paying itself out of the proceeds of such sale all sums due and payable, including any applicable storage charges.
- (D) No sale or disposal pursuant to this Section 21 shall discharge any liability or lien to any greater extent than the proceeds thereof, less selling expenses. Shipper and Consignee shall remain jointly and severally liable for any deficiency.

**22. Tender and Pick-Up of Shipments**

All Shipments shall be tendered by Shipper to Carrier at Carrier's cargo facility at the origination airport. All Shipments shall be available for pick-up by Consignee at Carrier's cargo facility at the destination airport.

**23. Claim Procedure**

- (A) All Claims, except for concealed loss or damage not discoverable upon reasonable inspection, must be given in writing to Carrier immediately upon receipt of the Shipment;
- (B) Claims for concealed loss or damage not discoverable upon reasonable inspection must be reported in writing to Carrier at the destination airport within 14 days after delivery of the Shipment, in such case, carrier reserves the right to inspect the Shipment prior to honoring the claim.
- (C) No claim for loss of or damage to any Shipment shall be honored until all carriage charges for such Shipment have been paid. The amount claimed may not be deducted from carriage charges.
- (D) Carrier shall not be liable in any action brought to enforce any claim unless all provisions of this Contract of Carriage have been complied with by claimant in all respects, and unless such action is brought within one (1) year after the date written notice is given to claimant that Carrier has disallowed the claim in whole or in part.
- (E) Failure to provide notice within the time limits specified herein shall not bar any claim if claimant can show good cause why the loss or damage was not discovered earlier and timely notice given.

**24. Accessorial Services Storage**

- (A) Non-Perishable Shipments shall be stored by Carrier without charge for 48 hours (excluding Sundays and Legal holidays) after arrival. Such free time shall be computed from 8:00 a.m. the morning following the date shipments arrive at the destination airport.
- (B) After the expiration of such free time, Carrier shall if practicable continue to store such Shipment as agent for Shipper and Consignee, subject to a charge of \$10.00 per day, or fraction thereof. If such continued storage is not practicable, Carrier as such agent, shall place the Shipment in a public warehouse subject to a lien for all carriage, storage, delivery, warehousing and other charges, including handling charges of \$10.00 with a minimum charge of \$20.00 per Shipment. If a Shipment remains unclaimed for more than seven (7) days after arrival at the destination airport, carrier may at its option return the Shipment to the origination airport, where the Shipment may be held or warehoused as described above.
- (C) When a Shipment is held by Carrier, Carrier's liability shall be reduced to that of a warehouseman, and when the Shipment is placed in a public warehouse, Carrier's liability for such Shipment shall terminate.
- (D) Outbound Shipments delivered to Carrier's premises which are not acceptable for Carriage shall be subject to storage charges as described herein (without any free time) from the first business day following delivery until such Shipment is rendered acceptable for Carriage or removed from Carrier's premises.
- (E) The provisions contained in Section 20 (Carrier's Lien) shall apply to all Shipments which are stored pursuant to this Section 24.

**25. Proof of Delivery Charge**

When proof of delivery is requested by Shipper, Carrier shall furnish a copy of the Airbill signed by Consignee. A service charge of \$10.00 shall be assessed for each copy furnished by carrier.

Exception: No charge shall be assessed when proof of delivery cannot be provided by Carrier.

## 26. Acceptance of Shipments

### By Contract Freight Facility

#### A. Conditions for acceptance of Shipments from Known Shippers.

1. For a Shipper to be considered a known shipper, JetBlue shall have the following:
  - A. Customer record (which shall contain the following recorded current information:  
Shipper's name and phone number; established and verifiable business payment or credit history). And
  - B. An established shipping contract (which consists of a written contract, executed at least seven days prior to shipment, between JetBlue and the Shipper covering a series of Shipments and signed by both parties).
2. Verifiable JetBlue account number. Shipper must have account number or shipment will be refused.
3. Verifiable TSA security ID. If not listed, Shipper may supply a TSA approval letter stating that the Shipper has adopted and is carrying out a security program approved by the TSA.
4. Obtain a written certification for each consolidated Airbill certifying that the Shipper is in compliance with its TSA approved security program and that cargo accepted from an unknown Shipper has been screened by them. In addition obtain the following information in writing from the shipper:
  - 1) Shipper's TSA Security ID#
  - 2) Which of the items are less than 16 ounces.Attach certification to origin station Airbill and file for 30 days.
5. Visually inspect the exterior of all cargo for signs of tampering, exposed wires, and evidence of leakage.
6. Manually search each package ensuring that they do not contain an explosive or incendiary device as well as any hazardous material, restricted articles or liquids.
7. Match the contents of the Shipment to what is listed on the Airbill. Document the following on the Airbill or blank Shipper's Security Endorsement:
  - 1) Name of Shipper
  - 2) # of pieces screened
  - 3) Name of screener
  - 4) Date of screening

### **Acceptance Of Shipments From Unknown Shippers**

1. JetBlue will not accept Shipments from unknown shippers

### **Acceptance of Shipments From Other Air Carriers**

1. JetBlue will only accept Shipments from other air carriers with a TSA-approved security program. Interline transfers will be accepted, only after following "Procedures for Known Shippers" Section 26. The other carrier's airway bill will be terminated and a new JetBlue Airbill will be written prior to transport on JetBlue Airways.

**Any Shipper / Shipment failing to satisfy these requirements will be refused**