



**MARINHA DO BRASIL**

**DIRETORIA DE AERONÁUTICA DA MARINHA**

**PLANEJAMENTO DE CONTRATAÇÃO**

**ESTUDO TÉCNICO PRELIMINAR**



O presente documento foi elaborado de acordo com Portaria GM-MD nº 5.175, de 15 de dezembro de 2021, que aprova as Normas para as Compras no Exterior do Comando da Marinha. f

### **1. NECESSIDADE DA CONTRATAÇÃO**

A presente demanda diz respeito ao serviço de transporte e armazenagem de 10 motores principais, modelo TPE331-14GR-801Z, e 4 motores auxiliares, modelo RE100CS, acondicionados em caixas individuais, por um período inicial de 3 meses e não superior a 10 meses.

Com o encerramento do prazo de vigência do contrato nº 43000/2011-11/00 em 12 de outubro de 2021, sem a entrega dos objetos contratados, dois processos administrativos foram instaurados. O primeiro visava apurar a responsabilidade por descumprimento contratual, sendo concluído com a aplicação de sanções à empresa, incluindo o resgate integral da garantia contratual de 3% para pagamento de uma multa compensatória.

O segundo processo, que tem como objetivo esclarecer as obrigações e direitos das partes contratantes, está em andamento e atualmente encontra-se na fase de auditoria das informações apresentadas pela empresa. Essa análise refere-se aos custos que a empresa alega ter incorrido em relação aos serviços executados no âmbito do Programa e devido ao encerramento do Contrato.

No âmbito do Processo de Haveres e Deveres as empresas contratadas discutiram exaustivamente a propriedade destes materiais, somente vindo a reconhecer em 20 de outubro de 2023, por meio da Carta MA 23-016, que estes pertenciam à Marinha do Brasil. Nesta mesma carta, a empresa informa que devolverá suas instalações, onde os motores ainda estão armazenados sob sua guarda, em 12 de dezembro de 2023. A empresa salientou que todo o material pertencente à MB deve ser removido antes dessa data.

Diante desse cenário, torna-se indispensável a contratação emergencial de uma empresa para efetuar a retirada do material, incluindo seu transporte e armazenagem, até que seja concluído o processo de concorrência para a venda desses motores, conforme fora

## Continuação do Estudo Técnico Preliminar, da DAerM

aprovado nos Laudos de Vistoria Avaliação e Destinação (LVAD) nº 0001/2023; 0003/2023; e 0004/2023, que caracterizou estes materiais como ociosos e determinou que a destinação final deles fosse por alienação venda.

É possível inferir que a ausência de contratação do serviço de transporte do material em posse da empresa poderá acarretar graves prejuízos a Administração Naval já que o próximo passo será a realização de Processo de Alienação por venda do material, com possibilidade de retorno à União de cerca de US\$ 6,310,000.00 (Seis milhões, trezentos e dez mil dólares norte-americanos), valor mínimo de arrematação que se pretende arrecadar pela venda total dos lotes no Processo Administrativo nº 63003.001913/2023-38.

### **2. REFERÊNCIAS A OUTROS INSTRUMENTOS DE PLANEJAMENTO**

A contratação é essencial para viabilizar o futuro Processo Licitatório NUP 63003.001913/2023-38, o qual tem como objetivo a venda dos 10 motores principais e 4 auxiliares. Essa medida está alinhada com a decisão da Comissão de Vistoria, Avaliação e Destinação, aprovada pelo Conselho de Gestão da DAerM, presidido pelo Ordenador de Despesas, e ratificada pelo Órgão de Direção Técnica e pelo Comando Imediatamente Superior.

### **3. ESTIMATIVA DAS QUANTIDADES**

Transporte e armazenagem de 10 motores principais, modelo TPE331-14GR-801Z, e 4 motores auxiliares, modelo RE100CS, acondicionados em caixas individuais, por um período inicial de 3 meses e não superior a 10 meses.

### **4. JUSTIFICATIVA DA ESCOLHA DO TIPO DE SOLUÇÃO A CONTRATAR**

#### **I – RAZÃO PARA ESCOLHA DO FORNECEDOR**

A escolha do fornecedor foi o menor valor total ofertado na pesquisa de mercado conduzida pela CNBW e consolidada em um Mapa Comparativo de Preços para os dois serviços em conjunto o transporte e a armazenagem pelo período de 10 meses.

#### **II – JUSTIFICATIVA DE PREÇO**

A CNBW realizou uma pesquisa de preços por meio de pesquisa direta com fornecedores, mediante solicitação formal de cotação, conforme art. 12, §1º, inciso III, da Portaria GM-MD nº 5175, de 15 de dezembro de 2021.



Importa frisar que o valor para fins de determinação do preço estimado da contratação considera um período de armazenamento de 10 meses, contudo caso o processo licitatório seja finalizado antes deste prazo, o montante pago pela MB será menor.

Portanto, o valor de US\$ 13.945,00 para a contratação do serviço de transporte dos 10 motores principais, modelo TPE331-14GR-801Z, e 4 motores auxiliares, modelo RE100CS, acondicionados em caixas individuais, é adequado. Além disso, o montante de US\$ 7.250,00 destinado ao serviço de armazenagem por um período de 10 meses também é considerado apropriado. Ambos os valores mantêm uma relação causal com a solicitação da MB e não representam um ônus excessivo, estando em conformidade com os padrões do mercado internacional.



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### III – METODOLOGIA DE EXECUÇÃO

Conforme mencionado anteriormente, os motores principais e auxiliares encontram-se armazenados nas instalações da empresa ESA/M7 Aerospace LLC em San Antonio-TX. Para viabilizar a atividade planejada, torna-se indispensável o transporte desses motores do local em San Antonio-TX até a área de armazenamento. Adicionalmente, há um custo associado ao armazenamento, o qual será cobrado mensalmente.

Desta forma, por meio da contratação sugerida, é esperado que a MB efetue o pagamento dos custos relacionados ao transporte do material após a conclusão do serviço, assim como o custo referente ao período inicial de 3 meses de armazenagem assim como parcelas mensais conforme persistir a necessidade até o limite total de 10 meses de armazenagem, incluídos os 3 meses iniciais.

### 5. ESTIMATIVAS DE PREÇOS OU PREÇOS REFERENCIAIS

De modo a evitar quaisquer valores superdimensionados, a CNBW realizou uma pesquisa de preços por meio de pesquisa direta com fornecedores, mediante solicitação formal de cotação, conforme art. 12, §1º, inciso III, da Portaria GM-MD nº 5175, de 15 de dezembro de 2021, demonstrando assim que o custo está dentro da dinâmica atual de mercado.

## 6. JUSTIFICATIVAS PARA O PARCELAMENTO DO OBJETO OU NÃO DA SOLUÇÃO QUANTO NECESSÁRIA PARA A INDIVIDUALIZAÇÃO DO OBJETO

Optou-se pela contratação de única empresa para minimizar os riscos e dificuldades da pluralidade de contratos autônomos que podem ser atendidos em uma mesma pretensão contratual.

A não divisão do objeto pretendido em vários itens se dá em virtude da possibilidade de ocorrência de prejuízos à Administração Pública, em face dos riscos inerentes à própria execução e de prejuízos para o serviço demandado, pois, diante das características dessa contratação, a divisão do objeto para execução por diversos contratados maximizaria os riscos e dificuldades típicas da pluralidade de contratos autônomos; não seria economicamente viável; e tampouco se traduziria em ganhos econômicos, em razão da singularidade do serviço a ser prestado, principalmente por serem itens similares.

O TCU também entendeu a legitimidade da reunião de elementos de mesma característica para única empresa, quando possa a adjudicação de itens isolados vir a onerar “o trabalho da administração pública, sob o ponto de vista do emprego de recursos humanos e da dificuldade de controle, de sorte que poderia colocar em risco a economia de escala e a celeridade processual, comprometendo a seleção da proposta mais vantajosa para a administração” (Acórdão 5.301/2013 - 2ª Câmara).

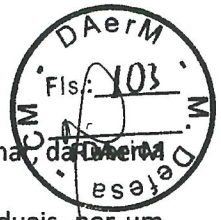
## 7. CONTRATAÇÕES CORRELATAS E/OU INDEPENDENTES

A DAerM não contratou nenhum serviço similar ao pretendido, entretanto, por meio da pesquisa realizada pela CNBW, por analogia, é possível verificar que os orçamentos guardam relativa coerência, sobretudo, por se tratar de um serviço com baixo grau de complexidade que não é de caráter exclusivo militar.

Nesse contexto, foi possível realizar a comparação dos serviços ora apresentados com os praticados no mercado.

## 8. DECLARAÇÃO DA VIABILIDADE OU NÃO DA CONTRATAÇÃO

Com base nos elementos acima expostos neste Estudo Preliminar, o pagamento dos custos relativos ao transporte e armazenagem de 10 motores principais, modelo TPE331-14GR-



Continuação do Estudo Técnico Preliminar, da

801Z, e 4 motores auxiliares, modelo RE100CS, acondicionados em caixas individuais, por um período inicial de 3 meses e não superior a 10 meses atende ao interesse público, é vantajosa para a MB, guarda relação com os preços praticados pelo mercado Norte-americano e é viável para a Administração Pública.

Rio de Janeiro, RJ, em 30 de novembro de 2023.



*Paulo Mário A. de Vasconcellos Jr.*

PAULO MARIO ARRUDA DE VASCONCELLOS JÚNIOR

Capitão de Mar e Guerra (FN)

Chefe do Departamento de Gestão de Projetos

**EM BRANCO**



**PRIORITY  
WORLDWIDE**

PRIORITÉ MONDIALE

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Hanover, MD 21076

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+1.800.727.1085 | TOLL FREE

+1.718.947.3702 | 24/7 AOG HOTLINE

sales@priorityworldwide.com

## COMMERICAL CREDIT APPLICATION

GENERAL INFORMATION	
CORPORATE NAME	Brazilian Naval Commission
DBA	BNC
TID/EIN NO.	
DUNS NO.	117707172
PHYSICAL ADDRESS	5130 MacArthur Boulevard, NW.
	Washington, DC 20016
	United States
MAIN TELEPHONE	202-244-3950
MAIN FAX	202-364-7173
MAIN EMAIL	cnbw.secom@marinha.mil.br
MAILING ADDRESS	5130 MacArthur Boulevard, NW
	Washington, DC 20016
	United States

ACCOUNTING INFORMATION	
ACCOUNTING CONTACT NAME	Giorgio Moreira Tavares
ACCOUNTING CONTACT PHONE	240-610-2467
ACCOUNTING CONTACT FAX	202-364-4329
ACCOUNTING CONTACT EMAIL	giorgio@marinha.mil.br
WILL YOU ACCEPT ELECTRONIC INVOICES?	Yes

BANK INFORMATION	
BANK NAME	Banco do Brasil New S.A. New York Branch
BANK ADDRESS	535 Madison Avenue, 19 <sup>th</sup> Floor
	New York, NY 10022
ACCOUNT NO.	880000205
TELEPHONE	646-845-3700
FAX	407-608-1850
EMAIL	nykcorporate@bb.com.br



**EM BRANCO**



**MARINHA DO BRASIL**

**COMISSÃO NAVAL BRASILEIRA EM WASHINGTON**  
5130 MacArthur Blvd. N.W.  
Washington, DC 20016  
Tel.: (202) 244-3950 - cnbw.secom@marinha.mil.br



**Established in 1937**

**Credit References**

**Legal Business:** Brazilian Naval Commission in Washington  
**Business Address:** 5130 MacArthur Blvd, NW, Washington, DC, 20016-3316  
**Phone:** 202-244-3950  
**Nature of Business:** Government of Brazil (Navy)

**Business References:**

Karpeles Freight Service, INC / Schenker IAD CAGE: #AC2D 113 Executive Dr. Suite 114 Sterling VA 20166 Mr. James Murphy Phone: 703-579-3838 Email: james.murphy@dbschenker.com	PCX, Inc CAGE: 32DV7 17912 Gothard Street Huntington Beach, CA 92647 Mrs. Mary Jane Christner Phone: 714-374-3070 Email: <a href="mailto:Maryjane@pcxco.com">Maryjane@pcxco.com</a>
Copacabana Catering LLC CAGE: #ACW9 702 Fletcher Pace Rockville MD 20851 Mr. Francisco Carvalho Phone: 202-718-1090 Email: copacabanacateringmd@gmail.com	Simtech Inc. CAGE: 1KVK9 66A Floydville Road East Granby, Connecticut 06026 Mr. Carlos Aguilar Phone: 860-653-2408 Email: <a href="mailto:caguilar@simtech-inc.com">caguilar@simtech-inc.com</a>

**Financial Information:**

Banco do Brasil New York S.A. New York Branch  
535 Madison Avenue, 19th Floor  
New York, NY 10022  
Ms. Andreia Pugliese  
Phone: 646-845-3700  
Fax: 407-608-1850  
[nycorporate@bb.com.br](mailto:nycorporate@bb.com.br)

Anderson FREITAS dos SANTOS  
Commander - Officer in charge of the Finance Division

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HOW WERE YOU REFERRED TO PRIORITY WORLDWIDE?	Brazilian Air Force in Washington
CREDIT AMOUNT REQUESTED	USD 20,000.00
<b>PLEASE FAX COMPLETED APPLICATION TO 410.766.1264 OR EMAIL TO ACCOUNTING@PRIORITYWORLDWIDE.COM</b>	

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TSA regulations require that Priority Worldwide verify all air shippers as "known shippers" prior to placement of cargo on aircraft. If Priority Worldwide will be providing air services for you company, we will be verifying you as a known shipper if the process hasn't already been completed.  
PAYMENT TERMS ARE NET 30 DAYS. PAYMENTS NOT RECEIVED WITHIN 30 DAYS WILL BE SUBJECT TO FINANCE CHARGES. For credit accounts, we accept the following methods of payment; company check, EFT wire or ACH transfer and credit card payment by MC, Visa or American Express. Please note for payments made by a CC, a 3% processing fee will be assessed to invoices per our credit card policy.

**IMPORTERS/ CUSTOMS DUTIES, TAXES, EXAM, DEMMURAGE AND STORAGE FEES**

**Please note, credit limit granted does not extend to US Customs duties/taxes, exam fees, demurrage or storage advanced by Priority Worldwide.**  
All US Customs duties, taxes, exam fees, demurrage and storage are billed with COD terms (DUE UPON RECEIPT OF THE INVOICE).  
Priority assesses a 3% advance fee on such disbursements prepaid on the importer's behalf. Alternatively, importers are encouraged to avoid the 3% disbursement fee assessed on US Customs duties/tax by joining the U.S. Customs and Border Protection Automated Clearinghouse Daily Statement Payment Program through which the importer pays their customs dues to US Customs directly. At your request, a prepopulated application for this program will be provided. Our licensed customs brokers will assist you in the application process. You will save money by paying your customs dues direct to customs through this program.

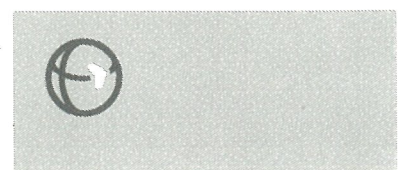
<b>PLEASE CHECK THE APPROPRIATE STATEMENT PERTAINING TO YOUR CARGO INSURANCE COVERAGE NEEDS.</b>	
<input type="checkbox"/>	WE SELF-INSURE OUR SHIPMENTS AND ARE NOT INTERESTED IN PURCHASING CARGO INSURANCE THROUGH PRIORITY
<input type="checkbox"/>	WE WOULD LIKE TO PURCHASE ALL-RISK INSURANCE ON ALL OF OUR SHIPMENTS WITH PRIORITY
<input type="checkbox"/>	WE ARE INTERESTED IN OBTAINING QUOTES FOR ALL-RISK INSURANCE

<b>NOTES OR ADDITIONAL INFORMATION</b>

BY SIGNATURE BELOW, I ACKNOWLEDGE THAT I HAVE READ THE ABOVE AND ACCEPT PRIORITY WORLDWIDE TERMS & CONDITIONS OF CONTRACT AND THAT IN THE EVENT LEGAL ACTION IS INSTITUTED TO ENFORCE COLLECTION, I AGREE TO PAY REASONABLE ATTORNEY'S FEES AND COSTS FOR SUCH LEGAL ACTION. I ALSO HEREBY CONSENT TO THE RELEASE OF CREDIT INFORMATION TO PRIORITY WORLDWIDE

PRINTED NAME	Alexandre Vizeu Dias
SIGNATURE (must be an officer or controlling member)	<i>Alexandre Vizeu Dias</i>
TITLE	President
DATE	12/05/2023

**ALEXANDRE VIZEU DIAS**  
Capitão de Mar e Guerra (IM)  
Presidente







Search inquiry: Priority Worldwide / MD / (Other company)



## Enhanced Business Credit Report - under plan

as of: 12/06/23 15:30 ET

### Priority World Wide Services

**Address:** 7361 Coca Cola Dr Ste E  
Hanover, MD 21076-1950  
United States

**Phone:** 210-200-8807

**Website:** priorityworldwide.com

**Experian BIN:** 713873934

**Agent:** Kagan, Stern, Marinello & Beard, LLC

**Agent Address:** 238 West Street  
Annapolis, MD

**Also is (or has been) operating as:** Priority Worldwide Services

**Family Linkage:**

Ultimate Parent: Priority World Wide Services  
7361 Coca Cola Dr Ste E  
Hanover, MD

**Branches / Alternative Locations**

Priority World Wide Services  
7361 Coca Cola Dr  
Hanover, MD United States

Priority World Wide Services  
1200 W Walnut St  
Compton, CA United States

Priority World Wide Services  
12616 Yukon Ave  
Hawthorne, CA United States

**Key Personnel:** President: Marc Tohir  
Owner: Muzaffar Sayfullaev  
President: Tim Conroy

**SIC Code:** 4731-Freight Transportation Services  
4119-Local Passenger Transportation, Nec  
4512-Air Transportation, Scheduled

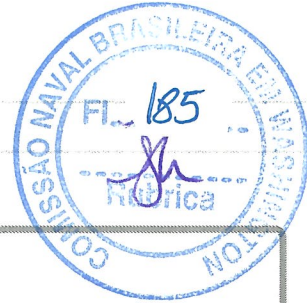
**NAICS Code:** 488510-Freight Transportation Arrangement  
485999-All Other Transit And Ground Passenger Transportation  
481112-Scheduled Freight Air Transportation

**Business Type:** Corporation

**Experian File Established:** December 1988


**Experian Years on File:** 35 Years

Years in Business: 39 Years  
Total Employees: 20  
Sales: \$4,436,000  
Filing Data Provided by: Maryland  
Date of Incorporation: 01/30/2023



### Experian Business Credit Score

**58**  
Business Credit Score



Low-Medium Risk

?

The objective of the Experian Business Credit Score is to predict payment behavior. High Risk means that there is a significant probability of delinquent payment. Low Risk means that there is a good probability of on-time payment.


#### Key Score Factors:

- Low number of recently reported commercial accounts.
- High maximum commercial account bal in the last 12 mos.
- Average balance of recently delinquent commercial accounts.
- Commercial account delinquency in last 12 months.

Business Credit Scores range from a low of 1 to high of 100 with this company receiving a score of 58. Higher scores indicate lower risk. This score predicts the likelihood of serious credit delinquencies within the next 12 months. This score uses tradeline and collections information, public filings as well as other variables to predict future risk.

### Experian Financial Stability Risk Rating

**1**  
Financial Stability Risk Rating



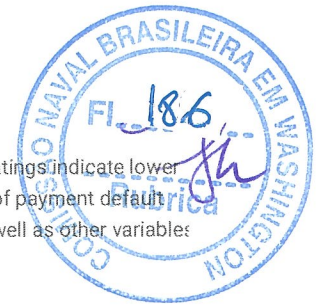
Low Risk

?

A Financial Stability Risk Rating of 1 indicates a 0.55% potential risk of severe financial distress within the next 12 months.

**Key Rating Factors:**

- Risk associated with the company's industry sector.
- Risk associated with the business type.
- Percent of commercial accounts delinquent.
- Number of active commercial accounts.



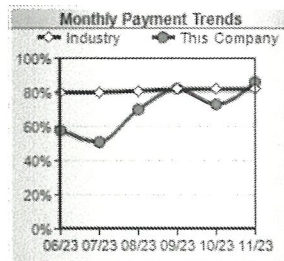
**Financial Stability Risk Ratings range from a low of 1 to high of 5 with this company receiving a rating of 1.** Lower ratings indicate lower risk. Experian categorizes all businesses to fit within one of the five risk segments. This rating predicts the likelihood of payment default and/or bankruptcy within the next 12 months. This rating uses tradeline and collections information, public filings as well as other variables to predict future risk.

**Credit Summary**

<b>Current Days Beyond Terms (DBT):</b>	<b>2</b>
<b>Predicted DBT for 01/31/2024:</b>	<b>2</b>
<b>Average Industry DBT:</b>	<b>7</b>
<b>Payment Trend Indicator:</b>	Improving
<b>Lowest 6 Month Balance:</b>	\$1,400
<b>Highest 6 Month Balance:</b>	\$5,500
<b>Current Total Account Balance:</b>	\$3,200
<b>Highest Credit Amount Extended:</b>	\$10,400
<b>Median Credit Amount Extended:</b>	\$1,700
 <b>Recommended Credit Limit (help):</b>	 <b>\$61,000</b>

<b>Payment Tradelines</b> (see charts, detail):	17
<b>Business Inquiries:</b>	0
<b>UCC Filings:</b>	0
 <b>Businesses Scoring Worse:</b>	 57%
✓ <b>Bankruptcies:</b>	0
✓ <b>Liens:</b>	0
✓ <b>Judgments Filed:</b>	0
✓ <b>Collections:</b>	0

**Payment Trend Summary**

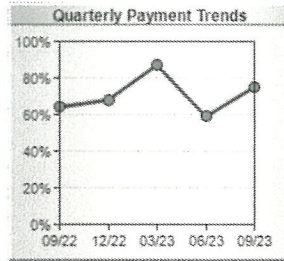


\*Percentage of on-time payments by month.

**Monthly Payment Trends - Recent Activity**

Date	Balance	Current	Up to 30 DBT	31-60 DBT	61-90 DBT	>90 DBT
06/23	\$4,500	58%	42%	0%	0%	0%
07/23	\$2,000	51%	28%	21%	0%	0%

08/23	\$1,500	70%	30%	0%	0%	0%
09/23	\$2,400	82%	18%	0%	0%	0%
10/23	\$5,400	73%	27%	0%	0%	0%
11/23	\$3,800	86%	14%	0%	0%	0%

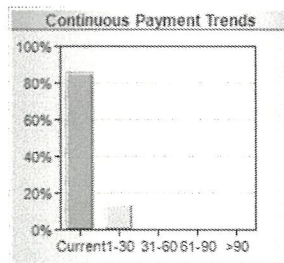


\*Percentage of on-time payments by quarter.



**Quarterly Payment Trends - Recent Activity**

Date	Balance	Current	Up to 30 DBT	31-60 DBT	61-90 DBT	>90 DBT
09/22	\$9,000	64%	15%	21%	0%	0%
12/22	\$7,500	68%	31%	1%	0%	0%
03/23	\$5,900	87%	13%	0%	0%	0%
06/23	\$3,500	59%	37%	4%	0%	0%
09/23	\$3,100	75%	25%	0%	0%	0%

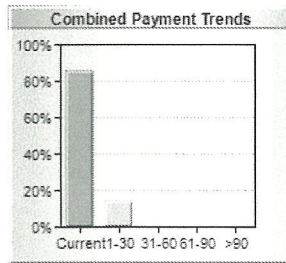


\*Continuous distribution with DBT.

Number of Accounts: 7  
 Present Balance: \$3,200  
 Highest Balance: \$32,500

Insufficient information to produce  
**Newly Reported Payment Trends**  
 chart.

Number of Accounts: 0  
 Present Balance: \$0  
 Highest Balance: \$0



\*Combined distribution with DBT.

Number of Accounts: 7  
 Present Balance: \$3,200  
 Highest Balance: \$32,500

**Trade Payment Information**

**Tradeline Experiences (Continuous Trades)**

Supplier Category	Reported Date	Activity Date	Payment Terms	Recent Credit	High Balance	Current DBT	Up to 30 DBT	31-60 DBT	61-90 DBT	>90 DBT	Comments
Air Trans	11/23		Other	\$8,900	\$200	100%					
Air Trans	10/23	10/23	Net30	\$10,000	\$100	100%					
Communicatn	10/23		Varied	\$900	\$700	100%					
Frght Fwrđ	8/23	6/23	Net 30	\$600	\$600	100%					
Packaging	11/23	10/23	Net 30		\$0						Cust 24 Yr
Transportn	11/23		Various	\$10,400	\$1,200	100%					
Transportn	8/23		Varied	\$1,700	\$400		100%				

**Additional Tradeline Experiences (Aged Trades)**

Supplier Category	Reported Date	Activity Date	Payment Terms	Recent Credit	High Balance	Current DBT	Up to 30 DBT	31-60 DBT	61-90 DBT	>90 DBT	Comments
Acct Svcs	7/21		Varied	\$700	\$400		100%				
Bank Card	11/23		Revolve	\$45,800	\$4,100	100%					
Bus Servcs	10/21		Varied	\$1,100	\$500	100%					
Cred Card	10/21	4/13	Revolve		\$0						Acctclosed
Factor	11/20	10/20	Net 30	\$2,300	\$1,000	100%					
Freight	1/21	12/20	Varied	\$600	\$0						
General	1/23		Other		\$0						
Transportn	2/21		Varied		\$0						
Transportn	7/21		Net 30	\$4,100	\$0						
Transportn	4/21		Net 30		\$0						Cust << 1 Y

**Payment Trend Detail**

Date	Industry* DBT	DBT	Industry* Current	Balance	Current	Up to 30 DBT	31-60 DBT	61-90 DBT	>90 DBT
11/23	7	2	82%	\$3,800	86%	14%	0%	0%	0%
10/23	7	4	82%	\$5,400	73%	27%	0%	0%	0%

09/23	7	3	82%	\$2,400	82%	18%	0%	0%	0%
08/23	8	5	81%	\$1,500	70%	30%	0%	0%	0%
07/23	8	14	80%	\$2,000	51%	28%	21%	0%	0%
06/23	9	6	80%	\$4,500	58%	42%	0%	0%	0%

\*Industry: Freight Transportation Services

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**PRIORITY  
WORLDWIDE**  
PRIORITÉ MONDIALE

## General Terms and Conditions of Contract (Domestic & International Air Carriage)

1. In tendering the shipment for carriage, the shipper agrees to these TERMS AND CONDITIONS OF CONTRACT which no agent or employee of the shipper may alter. The Priority Worldwide Services, hereby noted as Priority Worldwide, is NON-NEGOTIABLE and has been prepared by Shipper or on Shipper's behalf by Priority Worldwide
2. The shipper agrees that carriage is subjected to the TERMS AND CONDITIONS OF CONTRACT stated herein and those GENERAL TERMS AND CONDITIONS OF CONTRACT provided to shipper by Priority Worldwide in effect on the date of the shipment and which are incorporated by reference and hereby made part of this contract. In the event of a conflict between the TERMS AND CONDITIONS contained herein and those GENERAL TERMS AND CONDITIONS OF CONTRACT set forth in the Priority Worldwide service guide, those GENERAL TERMS AND CONDITIONS OF CONTRACT set forth in the Priority Worldwide service guide in effect on the date of shipment shall control. The Priority Worldwide service guide is available at all Priority Worldwide offices and a copy can be obtained from these same offices.
3. As used in this contract, "Forwarder" means Priority Worldwide and its authorized agents.
4. In tendering the shipment for carriage, THE SHIPPER WARRANTS that the shipment is packaged adequately to protect the enclosed goods to insure safe transportation with ordinary care and handling, and that each package is appropriately labeled and except as noted in good order and condition.
5. All shipments may, at Forwarder's opinion, be opened and inspected.
6. **LIMITS OF LIABILITY:** Except as provided below, the liability of Priority Worldwide shall be limited to \$.50 USD per pound (for domestic shipments) and \$20.00 USD per kilogram (for international shipments) of cargo damaged or lost, but not less than \$100 USD per shipment and not to exceed the proven value of the item(s) damaged or lost, unless at the time the shipper tendered the shipment to Priority Worldwide, the shipper made a declaration of value for carriage in excess of \$.50 USD per pound in the space designated on the Priority Worldwide' air waybill labeled insurance. When such a declaration is made, Priority Worldwide' liability shall in no event exceed the sum of the declaration.
7. Subject to the limitations of liability contained in this air waybill in effect on the date of this shipment, Priority Worldwide shall only be liable for loss, damage, delay, mis-delivery, or non-delivery caused by its own willful misconduct or gross negligence.
8. Priority Worldwide is not liable for any loss, damage, delay, mis-delivery, or non-delivery caused by the act, default or omission of the shipper. Consignee of any of the TERMS AND CONDITIONS of contract contained in this air waybill, or in the Priority Worldwide service guide in effect on the date of the shipment including, but not limited to improper or insufficient packaging, the nature of the shipment, or any defect, characteristic or inherent vice thereof, 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, authority, act of omissions of customs or quarantine officials, riots, strikes, or other local disputes, common commotions, hazards incident to a state of war, weather conditions or mechanical delay of aircraft or other equipment, compliance with delivery instructions from the Shipper or Consignee or acts or omissions of any person other than Priority Worldwide.
9. The shipper and consignee shall be liable, jointly and severally, (a) for all unpaid charges payable on account of a shipment pursuant to this contract, and (b) to pay and indemnify Priority Worldwide for all claims, fines, penalties, damages, costs or other sums which may be incurred by Priority

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Worldwide by reason of any violation of this Contract or any other default of the shipper or consignee or their agents.

10. Priority Worldwide shall have a lien on the shipments for the sums due and payable to Priority Worldwide.
11. In the event of the failure or inability of the consignee to take delivery of the shipment, Priority Worldwide will notify the shipper in writing and request disposition instructions. If the shipper fails to provide disposition instructions within 15 days of the Forwarder's notice, Priority Worldwide will return the shipment to the shipper at the shipper's expense. If the shipper fails to accept delivery of the shipment thus returned, Priority Worldwide may upon 30 days written notice to the shipper dispose of the shipment at public or private sale and pay itself out of the proceeds to satisfy the transportation charges owing on the shipment. Any sums collected by Priority Worldwide in excess of such transportation charges will be paid to the shipper. No sale or disposal pursuant to this rule will discharge any liability or lien to any greater extent than the proceeds thereof. The shipper and consignee shall remain liable, jointly and severally for any deficiency.
12. Priority Worldwide will exercise due diligence in routing shipment. In the absence of contrary instructions by shipper on the air waybill, Priority Worldwide may divert any shipment to surface transportation in order to expedite its movement. Regardless of the method of transportation employed, Priority Worldwide freight charges from origin to destination will apply.
- \*13. **CONCEALED DAMAGE OR LOSS: Claims for loss or damage discovered by consignee after delivery and after a clear receipt has been given to Priority Worldwide must be reported to Priority Worldwide at destination within 24 (Twenty-four) hours of delivery, with formal written notice of the same to be received no later than 10 days after delivery, at which time Priority Worldwide reserves the right to make inspection of the shipment, its container, and packing material. Overcharge claims must be made in writing to Priority Worldwide within 6 (six) months of the billing date. NO CLAIM WILL BE PROCESSED BY PRIORITY WORLDWIDE UNTIL ALL TRANSPORTATION CHARGES HAVE BEEN PAID IN FULL. THE AMOUNT OF THE CLAIM MAY NOT BE DEDUCTED FROM THE TRANSPORTATION CHARGES.**
14. **PAYMENT FOR SERVICES RENDERED IS NET 15 (FIFTEEN) DAYS. IF PAYMENT IS NOT RECEIVED WITHIN 30 (THIRTY) DAYS FINANCE CHARGES WILL BE APPLIED.**
15. The rules related to liability established by The Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw, Poland on 12 October, 1929 shall apply to the international carriage of any shipment hereunder insofar as the same is governed hereby.
16. Priority Worldwide acts as a self-insurer for liability amounts below \$500 and maintains insurance coverage for amounts in excess thereof.
17. In order to expedite the shipment, shipment may be diverted to motor or other carrier as per tariff rule unless shipper gives other instructions hereon.

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