LANDSTAR EXPRESS AMERICA, INC. LANDSTAR GLOBAL LOGISTICS, INC. RULES AND REGULATIONS

LANDSTAR EXPRESS AMERICA, INC. LANDSTAR GLOBAL LOGISTICS, INC. AIR FREIGHT TARIFF

LEAF - 100-A -2023

CONTAINING RULES AND REGULATIONS APPLICABLE TO ALL COMMODITIES

EFFECTIVE 01/01/2023

For reference to Governing Publications, see RULE 100.

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	TABLE OF CONTENTS	1
ITEM	SUBJECT	PAGE
100		
100	Application of Tariff	3
105	Reference to Contract, Pricing Schedule/Tariff	3
110 115	Governing Publications Abbreviations, Reference Marks and Symbols	3
	•	3
120	Definitions	4 - 5
130	Acceptance of Goods for Transport by Air	5
140	Accessorial Charges	6
150	Air Waybill Terms and Conditions	6
160	Airport Transfers	7
170	Application of Charges	7
180	Availability and Routing	7
190	Cancellation of Shipment	10
200	Change Fees	10
210	Choice of Applicable Law and Venue	10
220	Claim Procedure for Loss or Damage	11 - 1
230	Compliance with Applicable Law and Regulations	12
240	Consolidation and Separation	12
250	Customs Clearance	12
260	Dangerous Goods and Hazardous Materials	12 - 1
270	Declared Value	13 - 1
280	Delivery Exceptions	14
290	Demurrage	14
300	Force Majeure	14
310	Fuel Surcharge	15
320	General	15
330	Indemnification	15
340	Inspection of Shipments	15
350	Insurance	16
360	Items of Extraordinary Value	16
365	Prohibited and Restricted Articles	17
370	Invoicing	18
380	Late Fees	18
390	Legal fees and Costs	18
400	Liability for Cargo Loss or Damage - Domestic Shipments	18 - 1
405	Liability for Cargo Loss or Damage - International Shipments	19 -2
410	Liability for Charges	20
420	Liability Not Assumed	21 - 2
430	Limitations on Legal Action	22 - 2
440	Mode of Transport by Servicing Carrier	23
450	Multi-Modal Shipments	23
460	Notice of Disposition of Property	23
470	Operating Authority	24
480	Over Dimension Shipments	24

r		
490	Packaging and Marking	25
500	Payment Terms	26
510	Prepaid, Third Party, Collect and COD Shipments	26
520	Pick Up and Delivery Services	26
530	Preparation of Shipping Documents	27
540	Redirecting Shipments	28
550	Regulating Agencies and Governments	28
560	Released Value	29
570	Requests to Intercept From Another Carrier	29
580	Reweighing	29
590	Screening	29
600	Security Program	30
610	Security Surcharge	30
620	Service Fees or Advance of Fees	30
630	Shipments Subject to Advance Arrangements, Delay, and/or Special Conditions	31 - 32
640	Special, Consequential or Incidental Damages	32
650	Special Licenses or Consular Filings	32
660	Storage - Domestic Shipments	32
670	Storage – International Shipments	33
680	Surcharges	33
690	Unapproved Commodities	33 - 34
700	Used Electronics or Sensitive Equipment	35
710	Waiver	35
720	Weight and Dimension Verification	35

ITEM	
	Application of Tariff
100	This Tariff shall apply to all shipments tendered to Landstar Express America, Inc. or Landstar Global Logistics, Inc., each in their capacity as an indirect air carrier or air freight forwarder for transport between points within the United States of America, points within foreign countries and between foreign countries throughout the world. It will not apply where a shipment is tendered to Landstar Express America, Inc. or Landstar Global Logistics, Inc. in their respective capacities as a motor carrier or surface freight forwarder. See Tariff LAND 100-A found at https://www.landstar.com/media/vduhe3j1/land-100-a-march-17-2020.pdf at Landstar.com.
	The terms and conditions of this Tariff are incorporated by reference into all transportation and pricing agreements, air waybills, bills of lading and shipping instructions or receipts on shipments tendered to, or handled by, Landstar as an indirect air carrier or air freight forwarder, without regard to whether the agreement or air waybill is issued by Landstar or another party.
	Reference to Contract, Pricing Schedule/Tariff
105	Where reference is made to a contract, pricing schedule, tariff, item, rule or note, such reference will also embrace amendments, supplements or successive re-issues of such contract, pricing schedule, tariff, item, rule or note.
	Governing Publications
110	 Except as otherwise provided in tariffs incorporated into this Tariff, these rates, rules and regulations are applicable to all shipments which are tendered to Landstar or for which Landstar provides or arranges for transport as an indirect air carrier or air freight forwarder, regardless of whether the shipment is transported, in whole or in part, via air, water, rail or motor carrier. This Tariff incorporates by reference, except as otherwise provided herein, the following publications, and by supplement or amendment thereof. a. International Air Transport Association ("IATA") Air Cargo Rules and Rates tariffs, available, in part at www.lata.org. b. Servicing Air Carrier Tariffs and Service Circulars. c. Servicing Motor, Ocean and Rail Carriers Tariffs and Service Circulars.
	Abbreviations, Reference Marks and Symbols
115	For explanation of abbreviations, reference marks and symbols not explained on each page of this Rules Tariff and where reference is made to this Rules Tariff by other contracts, pricing schedules/tariffs or rules issued by Carrier for explanation of abbreviations, reference marks and symbols, refer to concluding pages of this Rules Tariff.

	Definitions
120	1. <u>Advance Arrangements</u> . Special circumstances, needs or requirements which are requested by Shipper, required by law or deemed necessary by Landstar for the safe transport of the shipment and contents thereof.
	2. <u>Airbill, Air Waybill or Waybill</u> . The contract, shipment receipt, bill of lading, invoice or other form or document evidencing any term applicable to the transportation of any shipment by Landstar.
	3. <u>Applicable Law. Any federal, state</u> , provincial, municipal, local, international laws, regulations, treaties or agreements that apply to the goods or services or that otherwise apply, regulate or cover the shipment in question.
	4. <u>Carrier or Landstar</u> . Landstar Express America, Inc. or Landstar Global Logistics, Inc. depending upon with whom the shipment is booked.
	 <u>Calculation of Shipment Time or Days</u>. Full calendar days shall be used and Sundays and legal holidays shall be included. If the last day of any applicable period of time under this Tariff falls on a Sunday or legal holiday, the next following calendar day shall be included.
	 <u>United States</u>. Any reference to United States shall include all states and territories unless otherwise specifically noted.
	 <u>Dangerous Goods</u>. Those commodities, substances or materials identified as dangerous or hazardous materials by federal, state, provincial or local law or regulation and/or the IATA Dangerous Goods by Air regulations.
	8. <u>Declared Value</u> . The value of the goods in a shipment in excess of the Released Value which is declared by a Shipper in accordance with this Tariff.
	 <u>Domestic air carriage and domestic shipments</u>. Any shipment where an air freight service has been requested by Landstar's customer and the shipment does not leave the United States during transport.
	10. <u>Hazardous Materials</u> . Any substance or material which has been identified as such, including those in 49 Code of Federal Regulations 172.101, or otherwise determined by the U.S. Secretary of Transportation, or other applicable agency or government, to be capable of posing an unreasonable risk to health, safety or property transported in commerce.
	11. International Air Carriage and International Shipments. Any shipment with an ultimate destination or stop in a country other than the country of departure where Landstar has been appointed as the air transportation provider. International shipments include shipments where the goods are being exported or imported (temporary or otherwise) via air from or to the United States or a United States Territory or between two countries other than the United States. International air carriage is subject to the rules relating to liability by the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Warsaw, October 12, 1929, and all amendments thereto, including those adopted at the Montreal Convention.
	12. <u>Landstar.</u> Landstar Express America, Inc. or Landstar Global Logistics, Inc. depending upon with whom the shipment is booked.
	 <u>POD or Proof of Delivery</u>. Any document, paper or electronic image or data which affirms or shows delivery or attempted delivery to, or receipt by, any consignee, agent or other person of a shipment.

	14. <u>Released Value Rate</u> . All transportation charges and rates under this Tariff, the air waybill or invoice are discounted rates based upon a maximum limit of liability for shipment loss or damage as described in this Tariff.
	15. <u>Servicing Carrier.</u> Any air, rail, water or motor carrier, dray or pickup or delivery service provider who provides transportation of all or part of a shipment tendered to Landstar.
	16. <u>Shipment</u> . A single consignment or tender of one or more pieces from one Shipper, at one time, receipted in one lot and moving to one destination.
	17. <u>Shipper</u> . Any person offering, arranging, tendering, or having any right, title or interest in, goods presented for transport, including but not limited to consignors, consignees, owners, customers, forwarders and brokers, and agents thereof.
	Acceptance of Goods for Transport by Air
130	 All air freight shipments move under the terms and conditions of the Landstar Domestic or International House Air Waybill. If a shipment is picked up or delivered on any other type of document, it is still subject to this Rules Tariff and the Landstar House Air Waybill terms and conditions as set forth in this Tariff.
	 Landstar may delay and/or refuse to transport or forward on any shipment to its next leg when it believes there is any risk of loss and/or compromise in safety or security. This also includes any discovery of any shipment that is prohibited by law from being transported.
	3. In offering an air cargo shipment to Landstar, the Shipper and all other parties with an interest in the shipment agree to these terms and affirm that the cargo is suitable for carriage by air and unless otherwise identified to Landstar, in advance and in writing, can be in the same cargo hold as other shipments and commodities.
	4. Any Shipper making use of Landstar's Web Order Entry access, or other electronic system, must do so in compliance with the terms and conditions for the use of such system and terms of this Tariff. Shipper is responsible for protecting the user ID and password provided by Landstar to only those individuals that are authorized to ship air cargo on behalf of their company. Landstar accepts no responsibility or liability for unauthorized issuance or distribution by the customer of any user IDs or passwords. Shipper is responsible to include all required special handling instructions or limitations during such data entry, including declared value accepted by Landstar.
	5. Shipper and principal party of interest are both responsible to communicate in advance of pick-up all required special handling instructions or limitations that can cause delay, harm, and/or miscommunicated rates and expectations for anyone tracking the shipment, including any supplier or consignee. In the event a customer schedules a shipment to be picked up at a location other than their physical location, Landstar shall not be responsible for any inaccuracy or inconsistency of information, marking, written declaration or documents needed to execute the service in compliance with applicable law. This includes, but it not limited to shipping documents, address labels, the physical cargo, piece counts, weights, dimensions, and/or service requirements.

	Accessorial Charges
140	In addition to charges included in any quote or waybill, Landstar reserves the right to assess additional charges that it or the Servicing Carrier reasonably deems is required to perform the requested service. This includes, but is not limited to, courier fees, documentation fees, waiting time, special handling fees for obtaining a hard copy POD, consulate fees, inspection fees, inside delivery, beyond area service and holiday/weekend/afterhours service.
150	Air Waybill Terms and Conditions All Bills of Lading, regardless of form, will be subject to the Rules set forth in the LEA 100-A, a copy of which follows. In the event that no bill of lading is issued on a shipment, then the Bill of Lading herein shall apply as though it was issued on that shipment.

Shipper's Name and Address	Shipper's Account Number	1	Air Waybill		
			sued by		
		C	opies 1, 2 and 3 of this Air	Waybill are originals and have the same v	aticity.
Consignee's Name and Address	Consignee's Account Numbe	(e) RE OR HE	xcept as noted) for car EVERSE HEREOF ALL G R ANY OTHER CARRI EREON BY THE SHIPPE	a described herein are accepted in appa riage SUBJECT TO THE CONDITION OODS MAY BE CARRIED BY ANY OTHI ER UNLESS SPECIFIC CONTRARY I R, AND SHIPPER AGREES THAT THE	IS OF CONTRACT ON THE ER MEANS INCLUDING ROAD INSTRUCTIONS ARE GIVEN SHIPMENT MAY BE CARRIED
		SH	HPPER'S ATTENTION IS	PING PLACES WHICH THE CARRIER DRAWN TO THE NOTICE CONCERNIN rease such limitation of iiability by declar charge if required.	G CARRIER'S LIMITATION OF
Issuing Carrier's Agent Name and City		Ac	counting information	· · · · · · · · · · · · · · · · · · ·	
		. :			•
Agent's IATA Code	Account No.				
Airport of Departure (Addr. of First Carrier) an	d Demissteri Doutica	Da	aference Number	Optional Shipping Information	
- Angon of Departore (Addi. of First Gamer) an	a negadatea nataing				
To By First Carrier Routing and Dostina	to by to	by Corr	rency Cries WT/VAL C	Dther Declared Value for Carriage	Declared Value for Customs
Airport of Destination	Requested Flight/Date	Ап	ncunt of Insurance	INSURANCE - If carrier offers insur requested in accordance with the cond	litions thereof, indicate amount
Handling Information		L ,		to be insured in figures in box marked "A	mount of Insurance".
These commodities, technology or software in accordance with the Export Administration	were exported from the United States			Diversion contrary to U.S. law prohibited.	SCI
No. of Gross kg Rate Class	Chargeable Ra	ale	Total	1::	Quantily of Goods
RCP Weight b Com	modity Weight	Charge	IOLA	(iacl, Dimer	sions or Volume)
		·			
Prepaid Weight Charge	Collect Other Cha	arges		· · ·	•
Valuation Charge			• _		
Tax				· · · · · · · · · · · · · · · · · · ·	
Total Other Charges Due		ertifies that the r	particulars on the face he	ereof are correct and that insofar as a	ny part of the consignment
· · · · · · · · · · · · · · · · · · ·	containa accordin	dangerous goo g to the applica	ds, such part is proper ble Dangerous Goods I	ly described by name and is in prope Regulations.	condition for carriage by air
Tolal Other Charges Due	Carrier				
				· .	
			Signai	ture of Shipper or his Agent	· · · · · · · · · · · · · · · · · · ·
Total Prepaid	Total Collect				
Cutrency Conversion Rates CC C	Charges in Dest. Currency				
	and the second	on (date)	at (plac	cə) Signature	of Issuing Carrier or its Agent
For Carriers Use only at Destination	Charges at Destination To	ial Collect Charge	BS		

APPERSON L6294 (03/13)



NOTICE CONCERNING CARRIERS' LIMITATION OF LIABILITY

age involves an ultimate destination or stop in a country offer than the country of departure, the Montreal Convention or the Warsaw Convention may be applicable to the liability of the respect of loss of, damage or delay to cargo. Carrier's limitation of liability in accordance with those Conventions shall be as set forth in subparagraph 4 unless a higher value is declared.

CONDITIONS OF CONTRACT

s contract and the Notices appearing hereon:

RER includes the air carrier issuing this air waybill and all carriers that carry or rtake to carry the cargo or perform any other services related to such carriage. CIAL DRAWING RIGHT (SDR) is a Special Drawing Right as defined by the vational Monetary Fund.

SAW CONVENTION means whichever of the following instruments is applicable to

ontract of carriage: onvention for the Unification of Certain Rules Relating to International Carriage by

Igned at Warsaw, 12 October 1929;

Jonvention as amended at The Hague on 28 September 1955; Convention as amended at The Hague 1955 and by Montreal Protocol No. 1, 2, or 20 be the second mended at The Hague 1955 and by Montreal Protocol No. 1, 2, or 75) as the case may be. TREAL CONVENTION means the Convention for the Unification of Certain Rules

ternational Carriage by Air, done at Montreat on 28 May 1999.

Carriage is subject to the rules relating to tlability established by the Warsaw Convention or the Montreal Convention unless such carriage is not

To the extent of in conflict with the foregoing, carriage and other related services performed by each Carrier are subject to:

- applicable laws and government regulations; provisions conteined in the air waybill, Carrier's conditions of carriage and related rules, regulations, and timetables (but not the times of departure and arrival stated therein) and applicable tariffs of such Carrier, which are made part hereof, and which may be inspected at any airports or other cargo sales offices from which it operates regular services. When carriage is to/from the USA, the shipper and the consignee are entitled, upon request, to receive a free copy of the Carrier's conditions of carriage. The Carrier's conditions of carriage include, but are not limited to: limits on the Carrier's liability for loss, damage or delay of goods, including
- .1 fragile or perishable goods; 2 claims restrictions, including time periods within which shippers or consignees
- must file a claim or bring an action against the Carrier for its acts or omissions, or those of its agents; 3 rights, if any, of the Carrier to change the terms of the contract;

- .4 rules about Carrier's right to refuse to carry; .5 rights of the Carrier and limitations concerning delay or failure to perform service, including schedule changes, substitution of alternate Carrier or aircraft and rerouting.

greed stopping places (which may be altered by Carrier in case of necessity) are places, except the place of departure and place of destination, sot forth on the tereof or shown in Carrier's timetables as scheduled stopping places for the route. ige to be performed hereunder by several successive Carriers is regarded as a oparation.

irrlage to which the Montreal Convention does not apply, Carrier's liability limitation rgo lost, damaged or delayed shall be 19 SDRs per kilogram unless a greator per am monetary limit is provided in any applicable Convention or in Carrier's tariffs or at conditions of carriace.

- Except when the Carrier has extended credit to the consignee without the written consent of the shipper, the shipper guarantees payment of all charges for the carriage due in accordance with Carrier's tariff, conditions of carriage and related regulations, applicable laws (including national laws implementing the Warsaw Convention and the Montreat Convention), government regulations, orders and requirements.
- When no part of the consignment is delivered, a claim with respect to such consignment will be considered even though transportation charges thereon are unpaid.

For cargo accepted for carriage, the Warsew Convention and the Montreal Convention permit shipper to increase the limitation of liability by declaring a higher value for carriage and paying a supplemental charge if required.

6.2 in carriage to which neither the Warsaw Convention nor the Montreal Convention applies Carrier shall, in accordance with the procedures set forthin its general conditions of carriage and applicable tariates, permit shipper to paying a supplemental charge if so required.

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- In cases of loss of, damage or delay to part of the cargo, the weight to be taken into account in determining Carrier's limit of liability shall be only the weight of 7. 7.1 the package or packages concerned. Notwithstanding any other provisions, for "foreign air transportation" as defined
- 7.2 by the U.S. Transportation Code:
- In the case of toss of, damage or delay to a shipment, the weight to be used in determining Carrier's limit of liability shall be the weight which is used to determine the charge for carriage of such shipment; and 7.2.1
- in the case of loss of damage or delay to a part of a shipment, the shipment weight in 7.2.1 shall be prorated to the packages covered by the same air 7.2.2 waybill whose value is affected by the toss, damage or delay. The weight applicable in the case of loss or damage to one or more articles in a package shall be the weight of the entire package.
- 8. Any exclusion or limitation of liability applicable to Carrier shall apply to Carrier's agents, employees, and representatives and to any person whose alroralt or equipment is used by Carrier for carriage and such person's agents, employees and representatives.
- Carrier undertakes to complete the carriage with reasonable dispatch. Where permitted by applicable laws, tariffs and government regulations, Carrier may use alternative carriers, alreral or modes of transport without notice but with due regard to the interests of the shipper. Carrier is authorized by the shipper to select the routing and all intermediate stopping places that it deems appropriate or to change or deviate from the routing shown on the face hereof.
- 10. Receipt by the person entitled to delivery of the cargo without comptaint shall be prima facie evidence that the cargo has been delivered in good condition and in accordance with the contract of carriage.
 - In the case of loss of, damage or delay to cargo a written complaint must be made to Carrier by the person entitled to delivery. Such complaint must be 10.1 marte:
 - 10.1.1 In the case of damage to the cargo, immediately after discovery of the damage
 - and at the latest within 14 days from the date of receipt of the cargo; in the case of delay, within 21 days from the date on which the cargo was placed at the disposal of the person entitled to delivery. 10.1.2
 - in the case of non-delivery of the cargo, within 120 days from the date of lesue of the air waybill, or if an air waybill has not been issued, within 120 days from 10.1.3 the date of receipt of the cargo for transportation by the Carrier. Such complaint may be made to the Carrier whose air waybill was used, or to
 - 10.2 Unless a written complaint is made within the time limits specified in 10.1 no.
 - 10.3
 - action may be brought against Carrier shall be extinguished unless an action ray rights to damages against Carrier shall be extinguished unless an action is brought within two years from the date of arrival at the destination, or from 10.4 the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.
- 11. Shipper shall comply with all applicable laws and government regulations of any country to or from which the cargo may be carried, including those relating to the packing, carriage or delivery of the cargo, and shall furnish such information and attach such documents to the air waybill as may be necessary to comply with such laws and regulations. Carrier is not liable to shipper and shipper shall indemnify Carrier for loss or expense due to shipper's failure to comply with this provision.
- 12. No agent, employee or representative of Carrier has authority to alter, modify or waive any provisions of this contract.

Airport Transfers
Shipper shall be responsible for any charges or fees incurred to transport the shipment between airports to service the shipment regardless of whether the transfer was needed due to weather or other conditions, diversion requested by Shipper or determined to be necessary by Landstar or the servicing air carrier(s). A minimum fee will be charged but additional charges may apply if shipment is oversize, over dimensional, or it if requires special handling or equipment.
Application of Charges
 Except as otherwise contained in this tariff, charges for a shipment will be addressed on the chargeable weight, which is the greater of the actual weight or the applicable cubic dimensional/volume weight. Fractions will be rounded to the next higher pound for domestic or kilo for shipments picking up and/or delivering outside of the United States. The dimensions of cargo are rounded to the next higher inch. Cubic dimensional weight is based on the length, width, and height of the pieces in a shipment. For shipments originating and terminating within the 50 United States on passenger aircraft with overall measurements exceeding 166 cubic inches, charges will be assessed on the dimensional weight factor of one pound per 166 cubic inches. Cargo-only aircraft will use the factor of 166. For shipments that only originate or terminate in any one of the 50 United States or Travel between two countries other than the United States, dimensional weight assessments and formulas are subject to vary. Shipper may request, in writing, the formula or basis for dimensional weight. All payments of charges are stated and due in U.S. currency unless prior written arrangements have been made and approval obtained from Landstar's corporate headquarters.
Availability and Routing

180	1.	Transportation services under this Tariff are subject to availability of equipment and space. Landstar reserves the right to select the routing and substitute alternate carriers as necessary, including diverting shipment from routing shown on the waybill. Shipments may be diverted to rail, water, motor carriers, or authorized agents as Landstar deems necessary.
	2.	Unless specifically agreed to by Landstar, in writing, transportation services are not guaranteed by any specific time.

	Cancellation of Shipment
190	Where Shipper tenders a shipment work order to Landstar but later cancels it, Shipper shall be responsible for all costs and expenses incurred by Landstar, including but not limited to, pickup and delivery charges, advances, fees from the servicing air carrier and shipment, customs or other shipment paperwork prepared but not used. Cancellation charges can be up to the full amount of the original quoted charges.
	Change Fees
200	 Landstar may reweigh and/or remeasure the dimensions of a shipment at any time during transit and apply charges accordingly based on any increase in actual or dimensional weight or oversize status.
	2. Any Shipper requested changes to shipment information on the House Air Waybill or other shipping documents after Landstar has booked the shipment to be moved may result in a delay of the shipment and/or additional charges. Shipper may not change the applicable "Bill To" party on the air waybill without Landstar's written agreement. Changes to the applicable bill-to party are subject to additional charges and Landstar may require payment in advance.
	Choice of Applicable Law and Venue
210	Except where otherwise specifically determined by international treaty and this Tariff, all questions concerning the construction, interpretation, validity and enforceability of provisions under this Tariff and any air waybill or bill of lading shall be governed by and construed and enforced in accordance with the domestic laws of the State of Florida, and the United States of America, as applicable, without giving effect to any choice or conflict of law provision or rule that would cause the laws of any jurisdiction other than the State of Florida and the United States of America, as applicable, as applicable, to apply. For purposes of jurisdiction under international treaties and this Tariff, any air waybill issued pursuant to this Agreement shall be considered to have issued in the State of Florida.
	Any Shipper tendering shipments to Carrier acknowledges and agrees irrevocably and unconditionally that it (1) submits itself to the exclusive jurisdiction and venue of the state and federal courts serving Jacksonville, Florida, and any appellate court thereof, in any suit, action or proceeding arising out of or relating to this Agreement, (2) waives any claim or defense that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum and (3) agrees that a final judgment in any such suit, action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law.

	Claim Procedure for Loss or Damage
220	 Claims for loss or damage or delay must be made in writing and received by notice of claim letter within the following time periods: a. On all Domestic Air Shipments:
	 Loss or Damage to Shipment where Home Service, Residential Delivery or Collect Service is requested - Fourteen (14) days from the date of delivery of the cargo;
	ii. Loss or Damage is not visible at time of delivery - Fourteen (14) days from the date of delivery of the cargo;
	iii. Delay in Delivery – Twenty one (21) days from the date of delivery of the cargo;
	iv. Non Delivery and all other loss or damage - Within the time limit provided in the terms and conditions of the air waybill but in no event later than one hundred twenty (120) days from the date the cargo was scheduled to arrive and as soon as practicable; and
	 v. Total Loss to Cargo – Twenty one (21) days from delivery and as soon as practicable.
	b. On all International Shipments:
	 Loss or Damage to Shipment where Home Service, Residential Delivery, FCCOD or Collect Service is requested - Fourteen (14) days from receipt of cargo;
	 ii. Delay – Twenty one (21) days from the date of actual delivery of cargo; iii. Non-Delivery and Lost Cargo – Within the time limit provided in the terms and conditions of the air waybill but in no event later than one hundred twenty (120) days from the date the cargo was scheduled to arrive and as soon as practicable; iv. Non Delivery - One hundred twenty (120) days;
	v. All other Loss or Damage - Fourteen (14) days.
	2. All time periods referencing the date of delivery shall begin at the time a shipment is first tendered to consignee or otherwise made available at destination unless otherwise indicated. The parties agree that Landstar shall have no liability for any loss or damage if a written notice of claim letter is not received by it within the above time periods and such notice is a condition precedent to any liability.
	3. Any action must be brought within one (1) year after the date written notice was given to the claimant that Landstar has disallowed the claim in full or in part or within the time period allowed by law, whichever is shorter, except as provided by international treaty.
	4. In no event shall Landstar or any Servicing Carrier be liable for incidental, consequential, special or exemplary damages.
	5. On any claim for loss or damage discovered by the consignee after delivery and after a clear receipt has been given to Landstar, Landstar shall have the right to inspect the shipment and its container(s) and packing material within fourteen (14) days after receipt of such notice.
	 Landstar shall not be liable for delay if all reasonable measures were taken to avoid the delay or if the delay was unavoidable. For certain shipments governed by international treaty, Landstar shall not be liable for damage if all necessary

measures were taken to avoid damage. Landstar shall not be liable for damage caused or contributed to by the negligence of the Shipper or a third party.
7. Where Landstar acts as an agent for an air carrier, the air carrier's limitations and tariffs will apply in lieu of this Tariff.
Compliance with Applicable Law and Regulations
Shipper shall, at all times relevant to any shipment tendered to Landstar, comply with applicable law and regulations, including but not limited to Federal, state, provincial or local regulations on the packaging, marking or labeling any shipment containing Hazardous Materials or Dangerous Goods.
Consolidation and Separation
Unless otherwise communicated and agreed to Landstar during the initial quoting, planning and/or scheduling of the shipment, Landstar reserves the right to separate or consolidate pieces and shipments at its discretion.
Customs Clearance
Shipper shall be responsible to accurately and completely prepare all shipment and customs paperwork and to provide all necessary documents to Landstar for the shipment to clear customs in the destination country. Landstar shall not be responsible for Shipper's failure to provide such information and documents or any delay resulting therefrom. Shipper shall also defend, indemnify and hold Landstar harmless from all cost, loss or expense, including penalties or charges against Landstar's bonds, arising out of Shipper's failure to comply with applicable customs laws.
Dangerous Goods and Hazardous Materials
Shipper shall provide Landstar with advance written notice of any shipment containing any Hazardous Material, or Dangerous Goods, as either term is defined in the Hazardous Material Transportation Act, 49 U.S.C. § 15101, et seq. and 49 CFR Part 172 or other Applicable Laws ("Dangerous Goods"). All shipments containing Dangerous Goods tendered to Landstar by Shipper must comply with the Department of Transportation. Hazardous Materials Regulations (49 Code of Federal Regulations) and all other applicable local, state, provincial or federal law and regulations and with the International Air Transport Association Dangerous Goods Regulations.

Prior to the pickup of any such shipment, Shipper shall provide Landstar with a current Material Safety Data Sheet, the Shipper's declaration of Dangerous Goods, and all other required shipment paperwork. Dangerous Goods must be packaged, marked, and labeled in accordance with the Annex 18 to the Convention on International Civil Aviation and its Technical Instructions for the Safe Transport of Dangerous Goods by Air, as well as any applicable regulations set forth by the States or Countries of origin, transit and destination. Dangerous Goods or Hazardous Materials may not be included in the same shipment with any other article.

Shipper shall indemnify, defend and hold harmless Landstar and its officers, employees, agents, contractors, affiliates, insurers and Servicing Carriers, against all claims, injuries, liabilities, losses, fines, cleanup costs, reasonable attorney fees and other expenses arising out of transportation of, contact with, exposure to or release of any Hazardous Material or Dangerous Goods, including without limitation, fines or expenses related to the transportation, removal, treatment or any other remedial action pertaining to the Hazardous Material or Dangerous Goods under federal State law where (i) Shipper fails to provide the notice required by this provision prior to tendering the Dangerous Goods to Landstar; (ii) incomplete or inadequate shipment documentation; (iii) improper packaging, labeling, marking or loading/unloading; (iv) failure to comply with any applicable law or regulation; (v) the actual or threatened contact, exposure or release occurring prior to subsequent to the transport of the Hazardous Material or Dangerous Goods; or (vi) other conduct, acts or omissions of the Shipper, its employees or agents, including improper or inadequate training thereof.

Declared Value

All rates and charges on shipments under this Tariff and any air waybill or invoice are 270 Released Value Rates unless Shipper declares a higher value and complies with all of the following requirements. Where Shipper desires to declare a value in excess of the Released Value, Shipper must; a) Provide Landstar with prior written notification of the actual declared value of the shipment; b) Include on a Domestic Shipment Air Waybill, the following statement prominently and legibly on the waybill or the Shipper's letter of instructions: "The agreed or declared value of the property is specifically stated by the Shipper to not exceed \$.50 per pound" or the Shipper must enter the actual "Declared Value"" in the "Limit of Liability" section on the face of the waybill or on an International Shipment Air Waybill, include the following statement - "The agreed or declared value of the shipment is specifically stated by the Shipper to not exceed 22 Special Drawing Rights per kilogram based upon weight of the package lost or damaged as set forth by the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Warsaw, October 12, 1929, and all amendments thereto, including those adopted at the Montreal Convention."; c) Pay charges for increased valuation at such rate as the parties agree, in addition to all other applicable charges; and (d) Obtain written acceptance of the Declared Value from a Landstar officer. Unless all such requirements are met, Landstar's liability for any loss or damage to the shipment shall not exceed the shipment's actual value or the Released Value, whichever is less. Landstar reserves the right to refuse to transport any shipments with a value in excess of the Released Value. Any commodity requiring Landstar to have specific or special federal, state, provincial or local licenses or permits will be

	accepted only after Landstar has determined the cargo meets all requirements and/or Shipper obtains such licenses or permits.	
	The Declared Value of any shipment represents Landstar's maximum liability in that shipment. Any loss in excess of the Declared Value is assumed by a party other than Landstar, including but not limited to the Shipper, insurance broker or provider. In no event shall Landstar or any Servicing Carrier be liable for incidental, consequential, special or exemplary damages.	
	It is the responsibility of the Shipper and principal party of interest to properly communicate and document all declared values to Landstar when the shipment is in the scheduling phase and before the shipment is tendered to Landstar or its representative.	
	Delivery Exceptions	
280	Shipper and/or consignee shall note all exceptions or damage to the shipment upon the waybill or cartage delivery receipt. Receipt by the person entitled to delivery without exception shall be prima facie evidence that the shipment has been delivered in good condition and in accordance with the air waybill, this Tariff or other terms of the contract of carriage. Notations such as "subject to inspection" and "subject to count" are not considered exceptions. Landstar will not be liable for discrepancies that are not noted on the delivery receipt at the time of delivery unless such discrepancies are the result of concealed damage, which must be reported in writing by notice of claim letter to Landstar within 14 days of the delivery of the shipment.	
	Demurrage	
290	Demurrage fees on any container(s) or other equipment shall begin to accrue based on the rules of the air carrier that owns the container and allowed it to be handled by Landstar. Shipper shall be responsible for all demurrage fees, which will be passed through to Shipper via a Landstar invoice.	
	Force Majeure	
300	Landstar shall not be liable for loss, damage, delay or other result caused by (a) acts of God, public enemies, pubic authorities acting with actual or apparent authority of law, quarantine, riots, strikes, civil commotions, or hazards or dangers incident to an actual or threatened act of terrorism or state of war; (b) the act or the 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 terms or conditions of the air waybill, this Tariff or other written agreement; or (e) compliance or non-compliance with delivery or special instructions.	

	Fuel Surcharge
310	A fuel surcharge may be assessed by Servicing Carriers as part of shipment charges. The amount of the surcharge is determined by the amount charged by a Servicing Carrier under written agreements and/or tariffs. The surcharge is usually based upon one of the U.S. National Fuel Indices set by the Energy Information Administration (E.I.A.) of the U.S. Department of Energy and the applicable Index is available on E.I.A. Internet site. The fuel surcharge for Landstar air shipments will be subject to weekly adjustment based on the price per gallon of fuel stated by the U.S. Department of Energy in their weekly reports each Monday. Fuel will be rounded to the nearest cent. The effective periods will be from Monday in the succeeding week through the next Sunday unless a different period is specifically set by the Servicing Carrier. Any such surcharge will be applied to such periods as Landstar may determine to be necessary.
	General
320	No Landstar employee, agent, or representative, other than a Landstar company officer, may agree to waive or alter any of the provisions in this Tariff. This includes verbal, hand written, electronic mail, online quotes that are accepted, shipments entered by a customer into a Landstar operating system via the internet, and/or shipments set up to transmit via EDI to Landstar's air freight or other software operating system or tool.
	All changes must be agreed to in writing and in advance of tender of the shipment.
	Indemnification
330	The Shipper, consignee and party responsible for payment of charges ("Responsible Party") shall be liable, jointly and severally, to indemnify Landstar for all claims, injuries, fines, penalties, damages, costs, expenses or other sums which may be incurred, suffered or disbursed by Landstar, including attorneys' fees and court costs, by reason of any act or omission, violation of any rule contained in applicable tariffs or law or any other fault of a Responsible Party.
	Inspection of Shipments
340	All shipments offered to Landstar are subject to be opened and inspected at any time during transit by Landstar, the Transportation Security Administration, other authorized handling agent, regulatory entity (foreign or domestic) or Servicing Carrier. No additional consent from Shipper shall be required to screen any shipment. In no way is Landstar obligated to perform any such inspection or screening.

	Insurance
350	Shipper may request that Landstar obtain insurance on Shipper's behalf for cargo loss and damage. Shipper must request insurance, in writing, prior to tender of the shipment and pay all premiums in advance unless credit terms are agreed in writing. Landstar is not in the business of selling or soliciting insurance, and any insurance coverage requested by Shipper is subject to all of the terms, conditions and exclusions of the actual policy issued by the insurance underwriter.
	Items of Extraordinary Value
360	Items of Extraordinary Value are those items which, because of their high monetary value or replacement cost, would be susceptible to unusual loss or damage. All Items of Extraordinary Value shipments will follow IATA Rules for shipping. High Value or Items of Extraordinary value are those shipments having a declared value of \$5,000.00 or more and include, but are not limited to:
	 Art Works with declared value of more than \$50 per shipment Gold bullion, coined, un-coined, cyanides, dust or sulfides Articles of antiquity having a value of \$50 or more Jewelry (other than costume jewelry) Bill of Exchange Money Bonds Pearls Platinum Bullion Currency/credit cards Precious metals Deeds Promissory notes Securities, negotiable Evidence of Debt Silver bullion, coined/uncoined concentrates, cyanides, precipitates, or sulfides Fur clothing and fur-trimmed clothing Stock certificates Gems, cut or uncut

Prohibited and Restricted Articles				
365	Unless prior written approval has been obtained from Carrier's Risk Management Department, the following commodities will not be accepted for transportation by Carrier:			
	 Animal Hides lee Cream Antiques Jewelry Asbestos Live Insects, excepting honey bees Bank Bills / Banknotes Live Animals including marine life Bulk Scrap Metal Mechanical Drawings Bulk Transport Commodities Negotiable Instruments, Bonds and Securities Cardon Black Original Artwork Cargo that may cause damage to Passports other cargo, the vehicle or Carrier personnel Cigarettes / Cigars PCB's or materials containing PCB's Class 6.2 Infectious substances Pornography Class 7 Radioactive materials Precious Stones Credit Cards Safety Razor Blades Crurency Swinging Meat Deeds Shipments prohibited by Law Furs Postage Stamps Garbage Toll Tickets Hemp Waste, hazardous and non-hazardous Household Goods Any cargo that Carrier reasonably believes could create undue risk to persons or property or may otherwise potentially cause damage to other freight or damage to Carrier's Equipment. 			
	If this Rules Tariff applies, in the event Carrier should inadvertently accept a Shipment containing Prohibited or Restricted goods which has not been approved for transportation by the Landstar's Risk Management Claim Services Department, the Landstar's liability shall be calculated on the basis of the lesser of the actual value of goods lost, damaged or destroyed or \$ 0.50 per pound.			

	Invoicing			
370	The Landstar tariff in place on the date of the shipment applies unless a transactional quote is mutually agreed to by Landstar and the Shipper, in writing. Such agreement must contai accurate and sufficient shipment details to execute the services being requested.			
	The Shipper and bill-to party of any shipment are responsible for communicating in advance to all involved parties, including Landstar, any specific invoicing requirements that need to be met such as required reference numbers or hard copies of documents.			
	Invoices for international shipments that have pre-determined and mutually agreed upon requirements of Landstar to advance funds or fees such as duties or taxes are due upon completion of the service and are subject to credit approval.			
	Due to the inability to control or influence any foreign carrier or government requirement invoices for additional overseas services may take an extended and undetermined amount of time to receive and convert to English and U.S. currency for billing. These funds are still du Landstar. It shall be not be considered an altered invoice when invoices from service provider governments, and government agencies are slow to arrive.			
	Landstar may send multiple invoices for the same shipment when these types of services are requested.			
	Late Fees			
380	A late fee of one and one half percent $(1 \frac{1}{2} \%)$ per month, or such maximum allowed by applicable law, whichever is less, shall be added to all charges or fees not paid to Landstar when due. Payment is due within the time designated within the air waybill or written contract. Absent a written agreement, all charges are due and payable within 30 days from the date of the invoice.			
	Legal fees and Costs			
390	In addition to any late fees or interest, Shipper shall be liable for reasonable costs of collecti including attorneys' fees and court costs, incurred by Landstar in any suit or action to coll charges.			
	Liability for Cargo Loss or Damage - Domestic Shipments			
400	 Landstar's total liability for loss, damage or delay of a shipment within the United States shall be the actual value of each piece of the shipment which may have been lost, damaged, or destroyed up to a maximum limit of the lesser \$50.00 per shipment or \$0.50 per pound multiplied by the number of pounds of that portion of the shipment lost, damaged or delayed, plus any transportation charges applicable to that part of the shipment which is loose, damaged, or destroyed. In no event shall Landstar's liability exceed \$25,000.00 for a shipment. 			

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	2. Such a limit will not apply where Shipper has declared a higher value to Landstar prior to the shipment and meets all other requirements of Item 270. Shipper and principal party of interest shall be responsible for notifying Landstar in writing prior to Landstar taking possession of the cargo if the value exceeds \$50.00 or \$0.50 per pound.
	3. Landstar's maximum liability for the partial loss, damage or delay of a shipment shall be the lesser of: (1) the actual loss or (2) a pro rata amount of the Released Value of the shipment based upon the billed weight for each separate package, or loose article not enclosed in a package, which is lost or damaged.
	 In no event shall Landstar or any other carrier be liable for incidental, consequential, special or exemplary damages. Shipper shall mitigate any loss or damage incurred on or for a shipment.
	Liability for Cargo Loss or Damage - International Shipments
405	1. International Shipments may be subject to the Warsaw Convention or the Convention of Certain Rules relating to International Carriage by Air ("Montreal Convention."). Depending upon the applicable regime, and unless a higher value is declared and all requirements of Item 270 met, the liability of Landstar on all International Shipments is limited to, and all shipments are released at, a value not to exceed 22 Special Drawing Rights as defined by the International Monetary Fund ("SDRs") per kilogram under the Montreal Convention, 17 Special Drawing rights per kilogram under the Warsaw Convention as amended by Montreal Protocol No. 4, or 250 French gold francs per kilogram under the Warsaw Convention (unamended by Montreal Protocol No. 4), converted into the national currency, as under applicable law.
	 International air shipments are subject to the terms and conditions as found on the international House Air Waybill, including the rules relating to liability by the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Warsaw, October 12, 1929 and the Montreal Convention.
	3. For shipments being exported or imported from/to the United States Landstar's liability shall not to exceed 22 Special Drawing Rights SDRs per kilogram under rules of liability established by the Warsaw Convention and Montreal Convention, plus any transportation charges applicable to that part of the shipment lost, damaged, or destroyed, unless the Shipper makes a documented declaration of value on the waybill, accepted quote, or other exchange of initial shipment information and meets all requirements of Item 270.
	4. Shipper and/or principal party of Interest shall be responsible for notifying Landstar in writing prior to Landstar taking possession of the cargo of any air freight shipment where the value exceeds 22 SDRs. Where Shipper has declared, and Landstar accepted, in writing, a value other than the limit set by the Montreal Convention, Landstar's liability shall not exceed the declared value of the shipment plus applicable

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	freight charges or the actual amount of loss or damage.
	5. It is the responsibility of the Shipper and/or principal party of interest to meet all requirements of Item 270 to declare a value in excess of Landstar's Released Value. In no event shall Landstar's liability for a declared value exceed \$25,000.00.
	 In no event shall Landstar or any Servicing Carrier be liable for incidental, consequential, special or exemplary damages. Shipper shall mitigate any loss or damage incurred on or for a shipment.
	Liability for Charges
410	The Shipper, its consignee and any principal party of interest shall be liable, jointly and severally for:
	 All unpaid charges on account of a shipment including but not limited to transportation charges, accessorial services, duties, taxes, customs assessments, security screening, penalties, fines, any attorney fees and legal costs related to the shipment, and any other sums advanced, incurred or disbursed by Landstar on account of a shipment.
	 All claims, fines, penalties, damages, costs, and/or sums incurred by Landstar for any violation of any of the rules, terms, and conditions contained in this tariff or any other fault of the Shipper, consignee, or other party with respect to a shipment.
	If Landstar or Servicing Carrier inadvertently accepts a shipment where the Shipper and third party on a prepaid bill, or the consignee and third party on a collect bill, have not established credit or have lost credit privileges, Landstar will contact the Shipper, consignee or third party in an effort to make other payment arrangements. If Landstar is unable to reach an acceptable payment arrangement, Landstar reserves the right to
	change the bill to and remove the third party billing request, thereby making the consignee responsible for payment of all transportation charges. If the consignee is unable or unwilling to pay the charges that are due, Landstar and/or the Servicing Carrier can place the shipment on-hand at the destination and notify the Shipper. The Shipper
	will be responsible for any storage charges that incur while the shipment is held at destination. Landstar may make additional decisions to limit its loss.

Liability Not Assumed	
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420	Landstar is not liable or responsible for loss, damage or delay caused by events Landstar cannot control. Exposure to and risk of any such loss is assumed by Shipper.
	Landstar will not be liable for, nor shall any adjustment, set off, refund or credit of any kind be made as a result of any loss, damage, delay, misdelivery, nondelivery, misinformation or failure to provide information including, but not limited to, any such loss or delay caused by or resulting from:
	 The act, default or omission of the Shipper, consignee or anyone else with an interest in the shipment.
	2. The nature of the shipment or any defect, characteristic or inherent vice of the shipment.
	3. Shipper's violation of any of the terms and conditions contained on Landstar air waybill or this tariff as amended from time to time, including, but not limited to, incorrect declaration of cargo, improper or insufficient packing, securing, marking or addressing of shipments, or failure to tender cargo banded to a skid on all sides or other requirements in this tariff.
	4. Perils of the air, public enemies, public authorities acting with actual or apparent authority, authority of law, acts or omissions of Customs or quarantine officials, riots, strikes or other local disputes, civil commotions, hazards incident to an actual or threatened act of terrorism or state of war, weather conditions (as determined solely by Landstar Express), mechanical delays, national or local disruptions in air or ground transportation networks due to events beyond Landstar control, or disruption or failure of communication and information systems. In such circumstances, Landstar will make reasonable efforts to transport and deliver shipments to their destination as quickly as practicable under the circumstances; and Landstar is under no duty to advise Shipper, consignor or consignee of the potential existence of any one or more of these circumstances.
	5. Acts or omissions of any person other than Landstar, including Landstar's compliance with verbal or written delivery instructions from the Shipper or consignee.
	6. Loss of or damage to articles packed and sealed in packages by the Shipper or consignor, provided the seal is unbroken at the time of delivery, the package retains its basic integrity, and receipt of shipment by the consignee without written notice of damage or the delivery record.
	7. Delays caused by Customs clearance procedures or those of other regulatory agencies.
	8. Delays in delivery caused by adherence to Landstar policies regarding the payment of duties and taxes.
	9. Landstar's inability to provide a copy of the delivery record.

	10. Erasure of data from magnetic tapes, discs, drives, files or other storage media or erasure of photographic images/sound tracks from exposed film.
	11. Failure to honor "package orientation" graphics (e.g., "UP" arrows or "THIS END UP" markings) or other sender's instructions on packaging, or damage to shipments not in packaging approved by Landstar prior to shipment where such prior approval is recommended or required herein.
	12. Damage, concealed or otherwise, to fluorescent tubes, neon lighting, neon signs and X-ray tubes, glass, sea urchins, sea urchin roe or other inherently fragile items.
	13. Failure to notify you of any delay or loss of shipment.
	14. Shipments released without obtaining a signature if the recipient has provided authorization.
	15. Failure or inability to contact the Shipper, consignor, or consignee concerning incomplete or inaccurate address; incorrect, incomplete, inaccurate or missing documentation; payment of duties and taxes necessary to release a shipment; or an incomplete or incorrect customs broker's address.
	Landstar will not be liable for any package where Landstar records do not reflect that the package was tendered to us by the Shipper.
	Limitations on Legal Action
430	Any right Shipper might have to damages, refunds, credits, recovery of reliance interests, disgorgement, restitution, injunctive relief, declaratory relief or any other legal or equitable relief whatsoever against Landstar arising from the transportation of any shipment shall be extinguished unless Shipper: (1) First complies with all applicable notice periods and requirements in these terms and conditions including, but not limited to, the periods and requirements for providing notice in Item 220; and (2) Any action must be brought within one (1) year after the date of delivery of the shipment (or from the date on which the shipment should have been delivered) or within the time period allowed by law, whichever is shorter, except as provided by international treaty.
	Shipper and consignee understand that timely and complete compliance with such notice periods and requirements is a contractual condition precedent to any right to any relief whatsoever, and Shipper must plead compliance with those conditions precedent on the face of any complaint that Shipper files against Landstar. Shipper will comply with applicable notice periods and requirements even if it believes that such compliance will not result in relief from Landstar or if Shipper lacks knowledge regarding whether such compliance will result in relief from Landstar.
	Shipper agrees that neither it, nor any of its affiliates, assignees, insurers, consignees or principal parties in interest, will sue Landstar as a class plaintiff or class representative, join as a class member, or participate as an adverse party in any way in a class-action lawsuit against Landstar. Nothing in this paragraph, however, limits shipper's rights to bring a lawsuit as an individual plaintiff.

	To the extent that any court finds that state rather than federal law applies to any provision of this contract, the controlling law is the substantive law of the state of Florida. The performance of any services does not make Landstar, or any of its agents, an agent of the Shipper or any third party for any purpose.			
	Mode of Transport by Servicing Carrier			
440	440 Each shipment tendered by a Shipper to Landstar for transport by air shall be subject to the terms and conditions of the air waybill, this Tariff and other applicable writter agreement without regard to the mode(s) of transport actually used. Landstar may, ir sole discretion, arrange for transport of a shipment by an air, rail, water or motor carrier without notice to Shipper.			
	Multi-Modal Shipments			
450	If sealed "multi-modal" shipments are tendered to Landstar for transportation, the Shipper shall properly and safely load, support, block, brace, and secure all shipments, and in so doing shall comply with all applicable laws and applicable transportation and other industry guidelines and standards, including any Servicing Carrier's rules, and all applicable state and federal laws, rules and regulations. Shipper shall be responsible to count all contents, and to properly record and apply a protective seal on all loads.			
	Notice of Disposition of Property			
460	1. Non-perishable Freight: Upon notification of arrival, if a shipment containing non-perishable property is unclaimed and delivery cannot be effected, Landstar will notify the Shipper and/or consignee at the address shown in the air waybill as soon as practical. Except as otherwise provided herein, tender of the shipment for delivery constitutes notification to Shipper and/or consignee. Upon written instructions from the Shipper to return the shipment to the Shipper, Landstar will forward or re-consign it under a new air waybill, place it in a public storage warehouse or otherwise dispose of it, all at the Shipper's expense. If no such instructions are received within 7 days after the date of such notice or where the freight is deemed unclaimed and abandoned under this tariff, Landstar may dispose of it by public or private sale or disposal without liability.			
	2. Perishable Freight: When a perishable shipment is delayed in transit, or is unclaimed, refused, or threatened with deterioration, Landstar shall have the right to immediately take such action as it deems reasonably necessary for the protection of all parties in interest; including rerouting the shipment by other means of transportation, or disposal of the shipment, at public or private sale or disposal, absent instructions of Shipper or beneficial owner to the contrary, without further notice to the Shipper or consignee and with no further liability to Landstar.			

3.	When Landstar and/or delivery service tenders the shipment at consignee's place of business and such shipment is refused or consignee is unable to accept delivery for any reason, such freight shall be deemed unclaimed and abandoned.
4.	On shipments where Landstar has been directed to hold freight for pick-up by consignee or other party and such freight is not picked-up within 7 days of such direction, it shall be deemed unclaimed and abandoned, regardless of whether or not Landstar has issued a notice of undelivered freight. It is presumed that if Landstar is directed to hold freight for pick-up, the Shipper/consignee giving such direction is aware of these provisions.
5.	Freight shall also be deemed unclaimed and abandoned whenever Landstar or Servicing Carrier cannot deliver because it cannot locate the consignee or because of any errors or omissions on the part of Shipper. Landstar shall have a lien on all unclaimed or abandoned freight for all freight, and storage and handling charges incurred and may sell or dispose of such property in order to satisfy or partially satisfy this lien.
6.	Shipper & Consignee Remain Liable: No sale or disposal pursuant to this rule shall discharge any liability or lien to any greater extent than the proceeds thereof, less selling expenses if any, and the Shipper and consignee shall remain liable, jointly and severally, for any deficiency. In all cases, Shipper and consignee are responsible for all freight and storage charges regardless of freight disposition.

	Operating Authority
470	Landstar is an air freight forwarder and indirect air carrier registered with the Transportation Security Administration and U.S. Department of Transportation.
	Over Dimension Shipments
480	Shipper shall advise Landstar of the true dimension and weight of the shipment prior to pick up. Where any dimension or weight exceeds limitations or available space set by the Servicing Carrier, Landstar shall make reasonable efforts to notify Shipper within a reasonable period and inform Shipper of any changes in charges or quoted pricing. Shipper shall be responsible for all costs and charges arising out of over dimension or over weight freight, including booking penalties charged by aircraft operators for booking cargo based on weights and dimensions that were provided inaccurately, causing cargo not to fit on the flight for which it is way booked or not taking up enough space in the aircraft, resulting in unused capacity on a flight.

	Packaging and Marking
490	1. The Shipper and/or principal party of interest (if different than Shipper) warrant that the shipment is packaged, packed and labeled to protect the goods and ensure it can be safely transported with multiple transfers, including turning cargo to fit through aircraft doors and/or top loading. All exposed areas must be included in the dimensions provided for booking purposes. Any unprotected or exposed parts are subject to causing delay or non-movement of the cargo. Landstar is not responsible for having the driver or agent review cargo packaging for air transport at time of pick up beyond what is necessary for security of air commerce. Landstar or Servicing Carrier, at their discretion, may evaluate packaging integrity at any time during transport.
	2. Shipper shall comply with all applicable packaging laws and regulations (government, IATA, or otherwise) of any country to or from which the cargo may be carried. Under no circumstances is Landstar liable to Shipper and Shipper shall indemnify Landstar for loss and expense due to Shipper's failure to comply with this provision. Uncrated or merchandise found to be improperly packaged is handled by Landstar on a hold-harmless basis. Landstar has no liability for damage or release due to inadequate or improper packaging.
	3. Shipper and principal party of interest must communicate in advance of the freight being picked up if there are any special handling needs required to minimize loss. Shipping arrangements being made by the Shipper and/or principal party of interest must consider and include the needs of the cargo as they relate to drastic temperature changes, moisture, vibrations, atmospheric pressure or if the cargo is susceptible to damage during ordinary handling, including but not limited to use of forklift, conveyor belt, aircraft loading equipment, crane, and/or manual manipulation to turn cargo so it will fit through aircraft doors. If any special handling needs are required, it is the Shipper's responsibility to inform Landstar and clearly specify them on the shipping documents and all communications during the quoting, coordinating, and planning leading up to the pick up being scheduled.
	4. Any required labels such as arrows, "fragile", "no top loading", and so forth are the responsibility of the Shipper and principal party of interest to provide and apply on all sides of the cargo. All address labels, cargo markings, packing slips, identifying marks, and shipping documents are to be durable, legible, and consistent in nature.
	5. Each individual box in a cargo shipment must identify the Shipper and the consignee in a clear and consistent manner. All containers or boxes that are used repetitively must have all non-applicable shipping information and labels redacted or removed.
	6. Shipments determined to have a floor bearing weight of more than 150 pounds per square foot are subject to requiring a skid, pallet, or other cradle to reduce the floor bearing weight. It is the Shipper's responsibility to furnish required skid, pallet or cradle and to include the additional weight and dimensions as part of the packaging and overall weight and dimensions.

Payment Terms

500 Unless Landstar agrees to a different period by written contract, payment is due 30 days from the date of invoice. Shipments that are not paid when due are subject to the late fees set forth in this tariff. Landstar shall have no obligation to accept or transport any shipment where Landstar has extended credit to shipper and shipper has exceeded their credit limit. All such shipments are subject to be delayed or returned to shipper.

Unless other arrangements have been made and agreed to, all Landstar invoices are stated in U.S. currency.

	Prepai	d, Third Party, and Collect Shipments
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510	1.	All shipments are upon a prepaid basis unless Landstar has agreed, in writing, to extend credit to the Shipper. It is the Shipper's responsibility to ensure shipments and shipment documents are properly prepared and authorized to list a bill-to party as itself or a third party. Bill-to parties cannot be changed after a shipment is booked and/or physically handed over to Landstar without pre-approval from Landstar. Landstar has no obligation to deliver or release goods that require pre-payment for services provided.
	2.	Shipper must obtain written agreement from Landstar for any shipment that requires funds to be collected prior to release of the shipment, including but not limited to freight charges in advance of the shipment being handed over to Landstar or its representative. Any such shipment is subject to additional fees and the rules or policies of the Servicing Carrier or service provider.
	3.	Shipper and/or principal party of interest shall be responsible for making sure the instructions and requirements are consistently and clearly documented to their intended recipient, Landstar, and any other party they have involved in the transaction including acceptable type of payment.
	4.	In the event no declared value is provided for a collect shipment, the Released Value will apply subject to a maximum of the amount Shipper requests be collected prior release of the shipment.

	Pick Up & Delivery Services
520	Where requested by Shipper and agreed to in advance, Landstar may arrange for the pickup, transport to and from the airport and delivery to destination. Unless specifically included in the quote of charges, pickup and delivery services shall be an additional charge based upon rates in the specific region where services are provided. Shippers and their representatives may be asked to provide ID upon tendering cargo to Landstar for the purpose of meeting TSA security regulations. Any delay or missed flight as a result of refusal to provide needed ID checks are not considered a service failure.
530	Preparation of Shipping Documents
	 All Landstar House Air Waybills (domestic and international) are non-negotiable, regardless of who completed the House Air Waybill on behalf of the Shipper.
	2. The Shipper and/or principal party of interest must provide to Landstar, prior to Landstar or the Servicing Carrier taking possession of the cargo, all documents and/or information that will be used to arrange transportation of the shipment and determine service requirements. Landstar is not liable for any missing or incorrect information and may, as necessary, update the House Air Waybill to accurate information including but not limited to weight, dimensions, commodity, description, and address information. See Item 170 - Application of Charges in this tariff for fees associated with required or requested changes to shipment information after Landstar or Servicing Carrier has been dispatched and at any time during transit of the cargo.
	3. For domestic air freight shipments, the Shipper shall have the duty to prepare and present to Landstar all information needed to complete a Landstar Domestic Air Waybill for each individual shipment. Shipper and principal party of interest are responsible for communicating the level of service requested to Landstar or its authorized agent. In the event service level information is missing or conflicting Landstar will move the shipment at the service level it believes to be most appropriate and is not obligated to, but may, contact the Shipper and/or principal party of interest for clarification.
	 Where no written special instructions for handling and transport are provided to Landstar in advance, Landstar and any Servicing Carrier may assume no special handling or transport is needed.

	Redirecting Shipments
540	After the shipment has been tendered to Landstar, Shipper may request a change in origin, destination or route in writing. Landstar may, but shall not be required to, accept Shipper's request for change. Landstar will advise Shipper of any additional charges due for such changes.
	Regulating Agencies and Governments
550	 All shipments that cross the border of a country other than the country of origin must be cleared through Customs of each country and are subject to the current regulations related to security, dangerous goods, customs and border patrol, and the laws of all points of origin, destination, and when applicable, points of transfer or connection and all other Applicable Laws. Landstar shall not be liable to the Shipper, the government of any country or any other person for loss, delay, or expenses as a result of the Shipper's failure to comply with any such laws, customs, or regulations. Shipments determined at any time in transit by Landstar and/or a regulating agency or government to possibly include elevated risk cargo are subject to additional security
	measures and/or delays.
	3. Shipper and principal party of interest shall be responsible for communicating all necessary information to Landstar and the designated customs broker for clearance. It is the responsibility of the Shipper and the principal party of interest to ensure all documents required by Customs in any country are complete, accurate, and consistent. Absent agreement in writing, Landstar is not obligated to prepare or verify documentation being produced for presentation to Customs for the purpose of obtaining clearance or legal exit and/or entry to any country.
	 Landstar will notify the Shipper as soon as practicable when it has been notified that a shipment is being detained by customs or other agencies.
	Refer to Item 170 - Application of Charges for additional information on requests for Landstar to cover fees (advanced funds or not) that are determined to fall outside the cost of transportation.

	Released Value
560	Unless shipper declares a value on the air waybill and shipment documentation and meets all of the requirements of Item 270, all rates and charges on shipments are Released Value Rates and the Released Value of a shipment is subject to the following maximum limitation:
	 The Released Value on any Domestic Shipment tendered to Landstar shall be the lesser of the actual value of the shipment damaged or lost or the higher of \$50.00 per shipment or \$0.50 per pound multiplied by the number of pounds of each piece of the shipment which may have been lose, damaged, or destroyed. In no event shall Landstar's liability exceed \$25,000.00 on a shipment. The Released Value on any International Shipment tendered to Landstar shall be the lesser of the actual value of the shipment damaged or lost or 22 Special Drawing Rights as defined by the International Monetary Fund ("SDRs") per kilogram under the Montreal Convention, 17 Special Drawing rights per kilogram under the Warsaw Convention as amended by Montreal Protocol No. 4, or 250 French gold francs per kilogram under the Warsaw Convention (unamended by Montreal Protocol No. 4), converted into the national currency, as under applicable law.
	Requests to Intercept From Another Carrier
570	Where requested by Shipper, in writing, Landstar may attempt to intercept a shipment from another carrier while in route. Shipper is responsible for all costs and charges for intercepting, or attempting to intercept, a shipment.
	Reweighing
580	Landstar reserves the right to weigh and measure (or reweigh and measure) the dimensions of a shipment at any time during transit. If the weight or dimensions vary from description at time of pricing quote, Landstar may adjust the rate and notify Shipper of any change in charges.
	Screening
590	Where required by applicable law, Servicing Carrier or as Landstar deems appropriate, all shipments are subject to screening. Such requirements may affect cut off and/or delivery schedules.

	Security Program – Indirect Air Carrier
600	Cargo items tendered for air transportation are subject to aviation security controls by air carriers and when appropriate, other government regulations. Copies of all relevant shipping documents showing the cargo's consignee, consignor, description, and other relevant data will be retained on file until the cargo completes its air transportation.
	Shipper acknowledges and agrees to comply with Landstar's air cargo security program and the Security programs of any Servicing Air Carrier. Shipper will not tender shipments for third parties without disclosing the identities of such parties to Landstar. All shipments will be properly packaged for transportation by air with accurate and full shipment information and documentation. The Shipper is responsible for immediately reporting changing shipment details that can impact service and regulatory compliance to Landstar. All air freight is subject to be opened, inspected, and/or screened at any time during transit. Landstar has the right, but no obligation to inspect shipments.
	Security Surcharge
610	Shipper is responsible for all security surcharges assessed by Servicing Carrier. Such surcharges shall be in addition to transportation charges quoted by Landstar.
	Service Fees or Advance of Fees
620	If Shipper requests Landstar to pay any fees or services (whether such requires the advancing of funds or not) that are beyond the cost of actual transportation, include but are not limited to consulate fees, document stamping or legalization, packaging/re-packaging, advancing funds for duties or taxes, and fees associated to importing/exporting of goods bought or sold by the consignee, Shipper, and/or principal party of interest, Landstar may increase the amount of any original quote provided. Any such payment is performed as a convenience and is not a service controlled by Landstar.

	Shipments Subject to Advance Arrangements, Delay, and/or Special Conditions
630	Where shipments have special conditions or requirements, including those included in this Item, they will be accepted for carriage only where Shipper has provided sufficient advance notice and only when Landstar has confirmed, in writing, that such conditions or requirements are accepted and/or scheduled to be provided. Special conditions or requirements include, but are not limited to:
	1. Any individual piece having a declared or insured value exceeding \$25,000.00.
	2. Shipments containing pieces in excess of 80 inches in length or 44 inches in width or 40 inches in height.
	 Shipments requiring pickup or delivery of pieces which cannot be handled by one individual.
	4. Excessive weight or size shipments.
	5. Shipments originating in or destined to areas considered beyond/outlying and/or outside the immediate market of the airport being utilized which may or may not be the airport physically/geographically closest to the Shipper and/or consignee.
	6. Shipments requiring special devices for safe handling.
	Any shipment that contains Dangerous Goods, Hazardous Materials or goods regulated by license requirements.
	 Shipments involving bill-to parties or transportation payment arrangements involving parties outside of the United States.
	9. Shipments that could be considered elevated risk cargo for security purposes.
	10. Shipments that require excessive security screening.
	11. Shipments offered to Landstar by any party that does not have an open credit line with Landstar.
	12. Shipments requiring appointments to be made or require special pick up or delivery arrangements outside of normal shipping and receiving windows.
	13. Any shipment where Landstar is being requested to intercept a shipment that is already in transit and in the possession of another air or ground transportation provider.
	14. If the dimensions of the shipment are too large for available aircraft.
	15. Shipments that are improperly packaged or lack proper documentation.

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	16. Shipments lacking accurate and/or complete details to transport the goods such as addresses and contact information for Shipper and consignee.
	17. Shipments requiring special licenses or consular filing prior to export.
	18. C.O.D. and F.C.C.O.D. shipments.
	19. Shipments difficult to handle, oversized or unwieldy, single pieces in excess of 250 pounds.
	20. Shipments not complying with US Department of Transportation, Transportation Security Administration, Transport Canada or other regulations applicable to countries between and through which the shipment passes.
	21. Shipments subject to inspection by regulatory authorities at origin and/or destination.
	22. Shipments including items of extraordinary value.
	Special, Consequential or Incidental Damages
640	In no event shall Carrier be liable for any special, consequential, incidental or exemplary damages, including but not limited to loss of profits or income, regardless of whether or not there was knowledge that such damages could be incurred.
	Special Licenses or Consular Filings
650	Shipper must obtain and provide to Landstar, in advance, any special licenses, filings, clearances or authorizations required by the country or countries between or within which the shipment is to be transported.
	Storage - Domestic Shipments
660	Domestic shipments that are held for a period longer than 24 hours are subject to reasonable storage charges. The 24 hour period begins after the shipment arrives to the destination airport or notification of arrival has been provided to the consignee, whichever comes first, ("free storage time"). At the expiration of the free storage time, Landstar's and the Servicing Carrier's liability shall become that of a warehouseman and either may place the shipment in public storage at Shipper's expense or dispose of the shipment, or any part of thereof, at public or private sale, in accordance with applicable law and the provisions of this tariff.

	Storage - International Shipments
670	International shipments which are held longer than 24 hours are subject to storage charges. The 24 hour period begins after the shipment arrives to the destination airport or notification of arrival has been provided to the consignee, whichever comes first, ("free storage time"). At the expiration of the free storage time, Landstar's and the Servicing Carrier's liability shall become that of a warehouseman and either may place shipment in public storage at Shipper's expense or dispose of the shipment, or any part thereof, at public or private sale, in accordance with applicable law and the provisions of this tariff. Any storage related to Customs, documentation, local law, duties and taxes, inaccurate or missing information, licensing issues or similar issues begins immediately upon notification to the principal party of interest that there is an issue preventing Landstar or any Servicing Carrier from transporting or delivering the shipment.
	Surcharges
680	Shipper shall be responsible for payment of all surcharges assessed by Servicing Carrier on a shipment. Landstar shall make reasonable business efforts to advise Shipper of surcharges as soon as Landstar becomes aware of assessment of a surcharge. Landstar shall have no liability to Shipper for surcharges assessed by Servicing Carrier.
	Unapproved Commodities
690	Landstar is not responsible for any loss, damage, delay or reduction in value of any Unapproved Commodity as listed in this tariff or upon Landstar's Unapproved Commodity List which is available upon written request. In the event that Landstar, or any Servicing Carrier inadvertently accepts a shipment containing Unapproved Commodities, such acceptance shall not constitute a waiver of any provision of or limits within this Item and Tariff.
	Unless otherwise expressly provided in a written agreement, and subject to any conditions or restrictions contained therein, the following articles will not be accepted for transport:
	Antiques
	Any shipment restricted or prohibited by law
	Architectural Models
	 Artwork (paintings crated in wood, sculptures, ceramics, statues, etc.) Bagged goods
	Bagged goodsBank notes
	Bonds
	Bulbs (electrical)
	Bulk commodities
	Coins of any kind
	Corpses, cremated or Disinterred remains

- Costumes and costume jewelry
- Currency
- Currency equivalents
- Fertilizer
- Fine arts
- Firearms
- Fish meal
- Fresh fruits
- Fresh vegetables
- Furs and fur-trimmed articles
- Gems
- Glass, glassware, mirrors and glass tubes
- Hazardous Waste Materials
- Household goods and / or personal effects
- Human remains of any kind
- Industrial Diamonds
- Jewelry
- Live animals
- Live plants
- Marble
- Money, currency, bonds, Bills of Exchange, Deeds, Promissory Notes, Negotiable Securities and Stock Certificates
- Musical stringed instruments
- Negotiable securities
- Nuclear fuels
- One-of-a-kind articles or models
- Original Film Products
- Original manuscripts or electronic media, of which no other copy exists
- Original wearing apparel designs
- Perishables including, but not limited to: Fresh Fruits, Vegetables or perishable foods, cut flowers, nursery stock or plants
- Plasma screen monitors or prints of lithographs with high value per shipment
- Poisons
- Porcelain
- Postage, trading or revenue stamps, stamp collections and coin collections
- Precious gems or stones (cut or uncut)
- Precious metals
- Prototypes
- Radio Tubes

• Shipments consigned "To Order Of" or "To Order-Notify" or "PO Box" or to Post Offices

700	Used Electronics or Sensitive Equipment Landstar is not responsible for concealed damages on shipments of used electronics or other sensitive equipment. Such shipments will be accepted by Landstar only where Shipper agrees to indemnify and hold Landstar harmless for any claim for concealed damage.
710	Waiver No provision of this tariff, the air waybill or written agreement with Shipper may be waived except by written agreement of an officer of Landstar. Any failure to insist upon Shipper's obligations under this tariff or any agreement or to exercise any right or privilege shall not be a waiver of any of Landstar's rights or waiver of such obligation thereafter.
720	Weight and Dimension Verification The pieces, weight, and dimensions of each piece of cargo must be accurately communicated to Landstar. Any changes in pieces, weight, and/or dimensions of the product being shipped should be reported to Landstar immediately. The signed delivery receipt shall take precedence over any weight or dimension shown on any other shipping document.

ABBREVIATION		ABBREVIATION	
OR SYMBOL	EXPLANATION	OR SYMBOL	EXPLANATION
@	Addition	DoT	Department of Transportation
&	And	E.	East
\$	Dollars	FAK	Freight All Kinds
' or (ft.)	Feet	FAST	Free and Secure Trade
" or (in.)	Inches	FDA	Food and Drug Administration
%	Percent	FMCSA	Federal Motor Carrier Safety
	Denotes changes which result in increases, decreases and provisions that result in neither increases nor reductions in charges.		Administration
(A)		HGB	Household Goods Carriers' Bureau
(A)		Hwy	Highway
		KD	Knocked Down
'C'	Cancelled	KDF	Knocked Down Flat
(I)	Increase	L	Shipper Load
	Change in wording which results in neither increases nor reductions in charges.	LBS or lbs.	Pounds
(N)		LTL or L.T.L.	Less Than Truckload
		LU or (LU)	Shipper Load, Consignee Unload
(R)	Reduction	М	Thousand Pounds
A.M.	Before Noon	MC	Motor Carrier
	Automated Commercial	MF	Motor Freight
ACE	Environment	Min	Minimum
AQ or (AQ)	Any Quantity	N/A	Not Applicable
	Customs-Trade Partnership Against	NCUC	North Carolina Utilities Commission
C-TPAT	Terrorism U.S. Customs and Border	NMF, NMFC or	National Motor Freight Classification
		NMFC/N	
CBP	Protection	No., NO. or Nos	Number
Co.	Company		Not otherwise indexed or more
COD or C.O.D.	Collect on Delivery	NOI or NOIBN	
COL. or Col	Column	Per	For Each
Cont'd	Continued	P.M.	After Noon
Con't	Continued	PVU or pvu	Per Vehicle Used
Concl'd	Concluded	RVNX	Released Value Not Exceeding
Conc'd	Concluded	Sec.	Section
Corp.	Corporation	St.	Saint or Street
СРМ	Cents per mile	STB	Surface Transportation Board
CSA	Customs Self-Assessment	SU	Set Up
Cty	County	TL	Truckload
	Commercial Vehicle Operator's		
CVOR	Registration	Viz, viz or VIZ	Namely
CWT	Cents per 100 pounds	Vol	Volume
DOD	U.S. Department of Defense	WT, Wt. or wt	Weight

EXPLANATION OF ABBREVIATIONS, SYMBOLS AND REFERENCE MARKS

ABBREVIATION OR SYMBOL	EXPLANATION	ABBREVIATION OR SYMBOL	EXPLANATION
AB	Alberta	NB	New Brunswick
AG	Aguascalientes	NC	North Carolina
AL	Alabama	ND	North Dakota
AK	Alaska		
AR	Arkansas	NE	Nebraska
AZ	Arizona	NF NH	Newfoundland New Hampshire
BC	British Columbia	NJ	New Jersey
BJ	Baja California	NL or NX	Nuevo Leon
BS	Baja California Sur	NM	New Mexico
CA	California	NS	Nova Scotia
СН	Chiapas	NT	Northwest Territories
CI	Chihuahua	NU	Nunavut
CL	Colima	NV	Nevada
CN or CDA	Canada	NY	New York
СО	Colorado	OA	Oaxaca
CP	Campeche	OH	Ohio
СТ	Connecticut	ОК	Oklahoma
CU	Coahuila de Zaragoza	ON	Ontario
DC	Dist. Of Columbia	OR	Oregon
DE	Delaware	PA	Pennsylvania
DF	Ciudad de Mexico / Distrito Federal	PE or PEI	Prince Edward Island
DG	Durango	PQ or QC	Quebec
EM	Mexico (Estado)	PR	Puerto Rico
FL	Florida	PU	Puebla
GA	Georgia	QA	Queretaro Arteaga
GJ	Guanajuato	QR	Quintana Roo
GR	Guerrero	RI	Rhode Island
HG	Hidalgo	SC	South Carolina
н	Hawaii	SD	South Dakota
IA	lowa	SI	Sinaloa

ID	Idaho	SK	Saskatchewan
IL	Illinois	SL	San Luis Potosi
IN	Indiana	SO	Sonora
JA	Jalisco	ТА	Tabasco
KS	Kansas	TL	Tlaxcala
KY	Kentucky	ТМ	Tamaulipas
LA	Louisiana	TN	Tennessee
MA	Massachusetts	тх	Texas
MB	Manitoba	U.S. or U.S.A.	United States of America
MD	Maryland	UT	Utah
ME	Maine	VA	Virginia
MH	Michoacan de Ocampo	VL or VZ	Veracruz
MI	Michigan	VT	Vermont
MN	Minnesota	WA	Washington
МО	Missouri	WI	Wisconsin
MR	Morelos	WV	West Virginia
MS	Mississippi	WY	Wyoming
MT	Montana	YC	Yucatan
MX	Mexico	ΥT	Yukon Territory
NA	Nayarit	ZT	Zacatecas
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