



## *Terms and Conditions of Carriage*

1. As specified in this contract, "*Forwarder*" refers to ***Global Source Expedited, Inc.*** and its authorized agents to include any and all carriers that transport goods or perform services hereunder in relation to the pickup, transport or delivery of such goods. Carriage performed by several carriers in succession will be deemed as a single operation.
2. The Terms and Conditions for Carriage and other services performed herein are subject to the conditions and to the rates, rules and classifications set forth in the Forwarder's currently effective tariffs, which are available for inspection and incorporated in this contract by reference.
3. Shipper warrants that each package in the shipment is properly and completely described on this shipping document. In tendering shipments for carriage, the shipper warrants that the shipment is packaged to protect the enclosed goods and to insure safe transportation with ordinary care and handling, and that each package is appropriately labeled and is in good order for carriage as specified. Forwarder shall not be responsible for damage to improperly-packaged articles.
4. All shipments are subject to inspection by Global Source Expedited. However, Global Source Expedited is not obligated to perform such inspection.
5. Forwarder shall not be liable for any loss, damaged, delay, missed delivery, non-delivery or other result not caused by its own negligence. In any event, Forwarder shall not be liable for (a) acts of God, public enemies, public authorities acting with actual or apparent authority, authority of law, quarantine, riots, strikes, labor disputes, civil commotions, mechanical or aircraft failures, or hazards or dangers incident to a state of war and acts of terrorism; (b) the act or default of the shipper or consignee, including any breach of the warranty set forth in Paragraph 3 above; (c) the nature of the shipment or any defect, characteristic or inherent vice thereof; (d) violation by the shipper or consignee of any of said conditions of contract; (e) compliance or non-compliance with delivery or special instructions.
6. Forwarder shall not be liable for special or consequential damages. In consideration of Forwarder's rate for the transportation of any shipment, which rate, in part, independent upon the value of the shipment, the shipper and all other parties having any interest in the shipment agree that the Forwarder's maximum monetary liability set forth herein shall be imposed in all instances, unless the Customer has declared a higher value for the Shipment at the time of booking and paid for Cargo Insurance, also known as Declared Value, said Forwarders liability shall be limited to the greater of:



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- (a) the Shipper's Cargo Insurance coverage declared, and charges paid thereon; or
  - (b) \$0.50 per pound multiplied by the actual product weight of the damaged or lost goods only. On international shipments, the liability rules under the Warsaw Convention shall apply, limiting liability in most cases to \$9.07 per pound, unless higher valuation is declared, and charges paid thereon.
7. The shipper and the consignee shall be jointly and severally liable to pay or indemnify Global Source Expedited for all costs including, but not limited to; all unpaid charges, claims, fines, penalties, damages, attorney fees, or other sums which may be incurred by Forwarder by reason of any violation of this Contract or any other default of the shipper or consignee or their agents.
8. In the event payment is not received for services rendered within 15 days from date of invoice, Forwarder reserves the right to assess interest on the unpaid balance at 1.5 % per month and all discounts will be null and void. In the event it becomes necessary to refer an unpaid balance to a collection agency, or an attorney for collection, shipper and consignee agree to be jointly and severally liable for all attorney fees, court costs, and expenses incurred by the Forwarder in collecting said unpaid balance.
9. Forwarder shall have a lien on the current shipment and any other shipments for payment of both the freight charges due for the current shipment and for all other unpaid freight charges due to the Forwarder.
10. In the event of the failure or inability of the consignee to take delivery of the shipment, Forwarder will notify shipper via email and then in writing at the address shown on the air bill and request disposition instructions. If the shipper fails to provide disposition instructions within 30 days after the date of the Forwarder's notice, Forwarder will return the shipment to the shipper at the shipper's expense (to include all incurred charges of said shipment). If the shipper fails to accept delivery of a shipment thus returned, Forwarder may, upon 30 days written notice to the shipper dispose of the shipment at public or private sale and pay out of the proceeds to satisfy the transportation charges owing on the shipment. Any sums collected by Forwarder 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 the consignee shall remain liable, jointly and severally, for deficiency.
11. Forwarder will exercise due diligence in routing shipment. In the absence of specific contrary instructions by the shipper on the air bill, Forwarder may divert any shipment to surface transportation in order to expedite its movement. Regardless of the method of



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transportation employed, the Forwarder's air freight charges from origin to destination will apply.

12. Claims for loss or damage discovered by the consignee after delivery and after a clear delivery receipt, also known as signoff and/or hard copy POD, has been given to Forwarder must be reported in writing to Forwarder within 72 hours after delivery of the shipment with privilege to Forwarder to inspect the shipment and its container(s) and original packing materials within 15 days after receipt of such notice. All claims made after the 3-day period will be null and void.

13. Claims for loss, damage or delay must be made in writing within a period of 180 days after the date of acceptance of the shipment by the Forwarder. On shipments to Puerto Rico and Canada, claims must be made in 120 days. All claims must be emailed to: ops@shipgse.com

14. No claims with respect to a shipment, any part of which is received by the consignee, will be entertained until all transportation and other related charges have been paid in full to the Forwarder. Shipper may not deduct the amount of any claim from these charges.

15. Claims for overcharges or duplicate billings must be made in writing within a period of 180 days after the date of acceptance of shipment by the Forwarder.

16. Forwarder shall not be liable in any action unless a claim has been filed and such action is brought within 1 year after the date written notice is given to the claimant that Forwarder has disallowed the claim in full or in part.

17. International air carriage is subject to the rules relating the liability established by the Convention of the Unification of Certain Rules relating to international Carriage by Air, Signed at Warsaw, October 12, 1929.

18. To the extent that is not governed by Federal law, this Contract and the tariffs incorporated by reference shall be construed and the performance of the transportation hereunder shall be determined in accordance with the laws of the State of California. If any provision of this Contract, including tariffs incorporated by reference is determined to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby.

19. Forwarder liability will be limited to \$500 on all shipments in which same day service has been requested.



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20. No agent, servant, or representative of Forwarder has authority to alter, modify, or waive any provision of this contract, nor provision of tariffs or classifications which govern them.
21. Rates and charges for shipments will be based on actual or dimensional weight, whichever is greater.
22. Maximum Cargo Insurance purchased thru Forwarder shall be limited to \$25,000 per shipment, provided Shipper has received proper Declared Value authorization from Corporate Office and Cargo Insurance has been purchased in said amount. All shipments valued over \$10,000 require an authorization number, issued from the Corporate Office. Failure to receive authorization prior to tendering shipment for carriage will void all Declared Value and/or all Cargo Insurance.
23. The shipper understands and agrees that the rates do not include insurance or other compensation for loss, other than as expressly provided herein and limited hereby. Accordingly, the shipper agrees that in the event it desires coverage for loss, it will purchase Cargo Insurance, and that said insurance will contain a waiver of subrogation clause waiving any subrogation rights (or and on behalf of such insurance carrier). In the event the shipper fails to obtain a waiver of subrogation, the shipper will defend, indemnify and hold harmless Global Source Expedited Inc. and any carrier(s) retained by it with respect to claims made by the Shipper or third parties acting as subrogates of the shipper.
24. Global Source Expedited Inc. does not handle any C.O.D. shipments.