



## Terms and Conditions of Contract

These Terms and Conditions of Contract are subject to change, visit [www.platinumcargologistics.com](http://www.platinumcargologistics.com) for a current copy.

1. In tendering the shipment herein for carriage, the Shipper agrees to these Terms and Conditions of Contract between itself, including all other parties at any time having an interest in the goods, and Platinum Cargo Logistics Inc. (herein after referred to as "Platinum") and that this waybill is non-negotiable and has been prepared by the shipper, his authorized agent or Platinum on the Shipper's behalf. No agent or employee of the parties may alter the Terms and Conditions of Contract. Carriage and other services performed hereunder are subject to these conditions and to the rates, rules, classifications and restrictions set forth in Platinum's Standard Rates and Tariff, available from Platinum and by reference incorporated herein, unless otherwise negotiated. This contract incorporates all of the written representations and warranties of both parties and supersedes any or all oral negotiations and representations. As used in this Contract, "Shipper" means the party, its authorized agent or any party having interest in the shipment from whom the shipment is received.
2. The Shipper certifies the following: That the information inserted on the face of the waybill is complete and the description of the contents is accurate. That all goods have been properly and sufficiently prepared, packed, labeled and marked for transport. That the shipment does not contain any explosive, incendiary or other device, unauthorized hazardous substance or weapon which may endanger the safety of any person or transport conveyance or which may cause or is likely to cause loss, damage, injury or death of any person or property. That the goods do not contain any undeclared hazardous materials within the specifications of the current IATA Dangerous Goods Regulations and Shipper will not tender such goods to Platinum without obtaining prior consent. Where such consent is granted, Shipper warrants that all such goods are packed, marked, and labeled and otherwise meet all documentation requirements and provisions of the IATA Dangerous Goods Regulations and that it has complied with all statutes, rules and regulations of any and all governmental agencies regarding transportation of such substances.
3. Platinum shall not be liable for damage or loss unless evidence of abusive handling and or loss is evident and is so noted on the delivery receipt at the time of delivery. Under no circumstances shall Platinum be liable for loss and/or damage to the external shipping containers of any kind. A shipment in which delivery is made in exchange for a clear delivery receipt shall be prima facie evidence of the shipment having received ordinary care in handling.
4. The shipper has the responsibility to prepare and present a non-negotiable Platinum waybill with each shipment tendered for transportation. Each shipment shall be subject to Platinum Terms and Conditions of Contract in effect on the date of acceptance of the shipment by Platinum or its authorized agent. If the shipper fails to present such a waybill at the time of tender, Platinum will accept the shipment accompanied by an alternative, non-negotiable shipping document but Platinum's current Terms and Conditions of Contract shall supersede any and all other terms and conditions.
5. At the time of delivery, the Consignee must note on the waybill any exceptions to the shipping container(s) that would indicate a discrepancy i.e., shortage in the shipment or damage to the container(s). The Consignee may not inspect the contents of the shipping container(s) until the Consignee signs for the shipment on the delivery receipt. Notations such as "subject to inspection" and "subject to recount" are not valid exceptions.
6. Platinum shall not be liable in any event for any special, incidental or consequential damages, including but not limited to loss of profit, income, interest, utility or loss of market share.



## Terms and Conditions of Contract

7. Rates and charges in effect on the day the shipment is accepted by Platinum or its authorized agent will apply. Except as otherwise provided, transportation rates will be assessed on the chargeable weight of the shipment using its actual or dimensional weight, whichever is greater. Dimensional weight is the volumetric weight of the shipment determined by calculating the shipment's cubic inches using the greatest dimensions in length, width and height per piece in inches, multiplied by the number of pieces, and divided by 194 for domestic cargo or 166 for international air cargo. In computing inches, all measurements are rounded upward to the next higher whole number prior to multiplication.

8. Platinum, exercising due diligence, will determine the routing of all shipments. In the absence of any special instruction by the shipper, Platinum shall have the right to substitute alternative carriers or other means of transportation to expedite the delivery of the shipment. In an event that the shipper's special routing instructions caused Platinum to incur additional charges, these charges will be passed on to the billable party.

9. The shipper, consignee, and billable party shall be liable, jointly and severally, (a) to pay or indemnify Platinum for all unpaid charges of a shipment per this contract, including cost of collection (b) pay or indemnify Platinum for all claims, fines, penalties, damages, cost, or other sums which may be incurred by Platinum by reason of any violation of this contract or any other default.

10. The C.O.D. amount of a shipment shall be deemed to be the declared value for carriage amount unless another value is declared. C.O.D. service is provided under the following conditions: a) the shipper must identify the shipment as a C.O.D. shipment by entering the amount to be collected in the "Shipper's C.O.D. Box" on the front of this waybill; b) shipper must specify the form of payment to be received (cashier's check or company check) in the "Check Form of Payment Box" on the front of this waybill; and c) The sole responsibility of Platinum shall be to secure the appropriate financial instrument as requested by the shipper, and to exercise due care and diligence in forwarding it to the shipper. Platinum is not a guarantor of the validity of the financial instrument.

11. Platinum's liability, in the absence of a higher declared value for carriage, is limited to a minimum of \$50.00 per shipment or \$0.50 per pound, per piece, of cargo lost, damaged, misdelivered or otherwise adversely affected, whichever amount is greater, but in no event shall the amount exceed the actual invoice value of the goods. This limitation is subject to provisions as published in Platinum's governing tariff in effect at the time of shipment. Declared values for carriage in excess of \$0.50 per pound, per piece, shall be subject to an excess valuation charge. U.S. legal liability for trans-border, ground shipments from the U.S. to Mexico ends at the border interchange point and liability for shipments transported solely within Mexico is limited to the Mexican national limit of liability.

12. On International air shipments, a) all rules relating to liability as established by the Warsaw Convention or Montreal Convention shall apply, b) except as otherwise provided in Platinum's tariffs or conditions of carriage, if not governed by the Warsaw Convention, the Warsaw Convention as amended by the Hague Rules, the Warsaw Convention as amended by Montreal Protocol 4, the Montreal Convention or any other international air treaties, laws, other government statutes or regulations, orders or requirements, Platinum's maximum liability for loss, damage, delay, shortage, misdelivery or non-delivery shall be 19 SDR's per kilogram or the actual value of the loss, whichever is less, unless a higher value for carriage is declared on the face hereof and an additional charge is paid for such declaration, c) Platinum accepts this shipping document as a Shipper's Letter of Instructions with authorization to prepare and sign on shipper's behalf an international air shipping document, and d) Platinum reserves the option to act as agent of the carrier, instead of as a forwarder, in which event the



## Terms and Conditions of Contract

direct carrier's tariffs shall apply to this shipment and e) the shipper may select by inserting on the face of this shipping document cargo coverage based on insurance and/or declared value for carriage.

13. Unless each piece of the shipment has a declared value stated and is specifically identified on the Platinum waybill at the time of the shipment and is so identified on the delivery receipt as being lost, damaged, misdelivered or otherwise adversely affected, Platinum shall be liable, subject to any tariff provision in effect at that time, for the average declared value per pound multiplied by the packaged weight of the piece(s) adversely affected. The average declared value per pound shall be determined by dividing the total declared value of the shipment by the total weight of the shipment.

14. All claims including overcharge or duplicate billing, but excluding concealed loss or damage, non-delivery of international air shipments or delay of international air shipments must be received in writing by Platinum within 270 days of the actual or anticipated date of delivery on domestic shipments and within 14 days on international air shipments. Concealed loss and damage claims defined as claims for loss or damage discovered by the consignee after delivery and after a clear receipt has been given to Platinum, must be reported in writing within 5 days after delivery for domestic shipments and within 14 days after delivery for international air shipments, with privilege to Platinum to make inspections of the shipment, its container(s) and packing material(s) at the delivery location shown on this waybill. Claims for non-delivery of international air shipments must be received within 120 days of the date of issue of the waybill and claims for delay of international air shipments must be made within 21 days from the date on which the cargo was placed at the disposal of the person entitled to delivery.

15. No claims with respect to a shipment, any part of which is received by the consignee, will be entertained until all transportation charges have been paid. Claims will not be deducted from the transportation charges and no claim amount may be deducted from any charges owed to Platinum. Legal action to enforce a claim after it has been denied in writing by Platinum, in whole or in part, must be brought within 2 years from the date the claim was disallowed for domestic shipments and within 2 years of actual or scheduled arrival date for international air shipments.

16. For any shipment valued over \$25,000, advance approval or arrangement with Platinum must be obtained before the pickup will be performed.

17. In the event of litigation, arbitration or any other legal action arising under this agreement or a shipment by Platinum Cargo Logistics, including a claim for non-payment of invoices, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

18. To the extent that Federal Law does not govern it, 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 with Platinum's home district having jurisdiction. If any provision of the Contract, including the tariffs incorporated by reference, is determined to be invalid or unenforceable the remainder of this contract shall endure and not be affected thereby.

19. All invoices not paid in full within thirty (30) days of invoice date will be subject to a charge of two percent (2%) per month of the total invoice balance.

20. All shipments are subject to visual and physical inspection and screening by Platinum as required by the regulations of the Transportation Security Administration.



## Terms and Conditions of Contract

21. Platinum shall not be liable for any loss, damage, delay, misdelivery, nondelivery or other result caused by Act of God (wind, floods, ice, storm, tornadoes, lightning, etc), public enemies, public authorities acting with actual or apparent authority, authority of law, act or default of shipper, inherent nature or vice of the shipment, strikes, labor disputes, civil unrest, acts or omissions of Customs or quarantine officials, hazards incident to a state of war, acts of terrorism, compliance or noncompliance with delivery or special instructions, and by acts, defaults, or omissions of the shipper, consignee and any Third Party to observe these Terms and Conditions of Contract including, but not limited to improper packaging, marking, and description of the goods being transported, waybill information and rules relating to shipments not acceptable for transportation.

22. The Shipper and Consignee shall hold Platinum and its agents harmless for loss, damage, or delay which is a result of auxiliary services including but not limited to local cartage, crating, uncrating, packing and unpacking which are requested by the shipper or consignee and arranged by Platinum as a customer service unless such service are actually performed by Platinum or its agents. Such limitation shall extend to the selection by Platinum of the providers of the auxiliary services. Auxiliary services are those which are performed prior or subsequent to transportation and which may be billed directly by the provider of the service or Platinum. Providers of the auxiliary services are contractors for the Shipper or Consignee and are not agents for Platinum. Under no circumstances will the liability of Platinum for loss, damage, or delay, which is a result of any auxiliary services performed by Platinum or its agents, be greater than the liability stated elsewhere in this contract.

23. In the event of the failure or inability of the consignee to take delivery of the shipment after forty eight (48) hours of notice of the shipment's arrival is given, Platinum will notify the Shipper in writing at the address shown on the waybill and request disposition instructions. If the Shipper fails to provide disposition instructions within thirty (30) days after the date of notice by Platinum or its agent, Platinum will return the shipment to the Shipper at the Shipper's expense. If the Shipper fails to accept delivery of a shipment thus returned, Platinum may, upon thirty (30) days notice to the Shipper, dispose of the shipment at public or private sale and pay itself out of the proceeds to satisfy the transportation charges owing on the shipment. Any sums collected by Platinum in excess of such transportation will be paid to the debtor. No sale pursuant to this rule will discharge any liability or lien to any greater extent than the proceeds thereof. The Shipper, the Consignee, and Third Party shall remain liable, jointly and severally, for any deficiency.

24. The following commodities are not acceptable for carriage: Any shipment prohibited by law; alcohol or spirits; live animals; cigarettes or tobacco; coins; currency; human remains; human organs or by-products; human blood or by-products; diagnostic specimens; negotiable documents or securities; bonds; one of a kind items; stamps or stamp collections; evidence of trial; perishable goods; plants; precious stones or gems of any kind; pearls; Class 1 explosives; Class 7 radioactive materials.

25. The following shipments are not acceptable with a Declared Value exceeding Platinum's minimum legal liability referenced in section 12 above: Antiques of any kind; artwork (originals); artifacts; models (including architectural); asbestos; bricks; cement products; china; crystal ware; earthenware; film or music negatives/master tapes; firebricks; furs; glass or glass items; grains; jewelry (other than costume jewelry); marble or marble tiles; meal; non-negotiable documents; plaster casts; porcelain ware; pottery; radio tubes or isotopes; statues of any kind; stoneware; time sensitive documents, bids, contracts and proposals; transparencies and slides; trophies; tubes (cathode ray, transmitting, television or x-ray); vacuum flasks; vitreous enameled objects.

26. Cargo Insurance is based on Platinum's open insurance policy in effect at the date of acceptance of the shipment. The shipper or its agent must insert at least the full invoice value of the good(s) in the "Insured Value" field on the face of the waybill. Failure to insert the full invoice value of the good(s) shall reduce any insurance



## Terms and Conditions of Contract

payment proportionately by the applicable percentage that the shipment was under insured. Value insured for carriage by the shipper at the time of receipt by Platinum shall be subject to a valuation charge per \$100.00 insured. A deductible may apply to claims on insured shipments.

27. Cargo tendered for transportation is subject to Federal Security Controls and where applicable, other governmental regulations. Copies of all relevant shipping documents showing the cargo's shipper, consignee, commodity description and other relevant data will be retained on file for at least 30 days from the date the cargo was tendered to Platinum.

28. International ocean shipments shall be governed by these Terms and Conditions of Contract and where they apply, the Carriage of Goods by Sea Act of the United States of America, approved April 16, 1936 and the terms and conditions of the Bill of Lading.

29. All claims must be received in writing at: Platinum Cargo Logistics Inc., 19250 S. Van Ness Ave. Torrance, CA 90501 or [claims@platinumcargo.com](mailto:claims@platinumcargo.com).