



SOS Global Express **Tariff Terms & Cargo Liability Statement**

Clause Paramount

Carriage and other services to be performed by the Carrier hereunder are subject to:

- (A) applicable laws, government regulations, orders and requirements;
- (B) The provisions set forth in any Bill of lading; and
- (C) Applicable tariffs and schedules of the carrier which are incorporated herein by reference and which may be inspected at any of the Carrier's offices or obtained on written request.

To the extent that any of the above provisions are in conflict with any part of these terms and conditions these terms and conditions shall prevail to the maximum extent permitted by law.

Except as may be modified herein these terms and conditions shall have effect subject to the provisions of the Convention for the Unification of Certain Rules relating to International Carriage by Air, Oct. 12, 1929, 49 Stat. 3000 (1934), T.S. No. 876 (effective June 27, 1934), (hereafter, "Warsaw Convention") as amended, supplemented or superseded by the Convention for International Carriage by Air Treaty Document 106-45 (hereafter, "Montreal Convention" effective December 1, 2003), or by the Carmack Amendment, 49 U.S.C. §§ 11706 and 14706, or by the Carriage of Goods By Sea Act, 46 U.S.C. Section 1300 et seq, as applicable. No agent, servant, or representative of the Carrier has the authority to alter, modify, or waive any provision of these terms and conditions.

Definitions

- 1) "Carrier" means SOS Global Express, Inc. and includes all carriers, whether on land, sea or air, which transport goods hereunder at the direction of Carrier, or perform any other services related to such goods. Carriage to be performed hereunder by several successive carriers shall be deemed a single operation.
- 2) "Customer" includes the Shipper, the Receiver, the Consignor, the Consignee, the Holder of any Bill of Lading pertaining to transportation hereunder and any person having a present or future interest in the Goods or any person acting on behalf of any of the above mentioned persons.
- 3) "Domestic" refers to the United States, its territories, and possessions. "International" refers to any country other than the United States. Goods carried internationally include goods carried between an international point and a domestic point, as well as goods moved within or between two Non-U.S. countries.

Packing and Marking Requirements

- (A) All shipments must be prepared or so packed, including marking and labeling by the Customer as to insure safe transportation with ordinary care in handling, and in accordance with all applicable laws and regulations pertaining thereto. Customer shall indemnify Carrier for any loss or claim resulting from improper or inaccurate packaging, marking or labeling of shipments.
- (B) Any article susceptible to damage as a result of any condition which may be encountered in air transportation, such as, but not limited to, high or low temperature or atmospheric pressure, or sudden changes in either, must be adequately protected by proper packaging and any other necessary measures and must be so marked.
- (C) Each piece of a shipment must be legibly and durably marked with the name and address of the consignor and consignee. Carrier cannot take responsibility for pieces not so marked.
- (D) Each piece of a "Cash On Delivery" (C.O.D.) shipment must be plainly marked to show that it is "C.O.D.", the number of pieces in the shipment, and the total amount to be collected.

Descriptions

- (A) Contents of all shipments must be indicated by an accurate description on the Carrier bill of lading, including but not limited to compliance with all applicable laws and regulations pertaining to hazardous materials or dangerous goods shipping paper descriptions.



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- (B) The numbers of pieces included in a shipment must be specified on the Carrier bill of lading.
- (C) All shipments are subject to reasonable inspection, or as dictated by law, by the Carrier, at Customer's expense, to determine acceptability under the terms of this tariff.

Shipments Not Acceptable / Right of Inspection

Carrier has the right to refuse any shipment, and will generally not accept the following:

- (A) "In bond" shipments.
- (B) Corpses, cremated or disinterred remains.
- (C) Live animals, birds, fish, reptiles or insects.
- (D) Shipments consisting of, or containing the following; coins, copper, gold or silver, currency paper, gold bullion, cyanides, dust, sulfides or other uncoined jewelry (other than costume jewelry), platinum, precious stones (cut or uncut), negotiable securities, silver bullion (concentrates, precipitates or uncoined silver).
- (E) Shipments that are consigned or otherwise marked "To order of...." or "To order....notify".
- (F) Contraband of any type or description.
- (G) Furs and fur trimmed clothing. Fur skins, whether raw or dressed.
- (H) Dangerous goods, as described by D.O.T., CFR Title49, ICAO, and/or the International Air Transport Association, that are not acceptable for air transportation, are not properly marked or packed or which are not accompanied by proper documentation.
- (I) Shipments deemed by the Carrier as insufficiently or improperly packaged for transport. Acceptance, by the Carrier, of these shipments will not change nor modify any part of this agreement as it pertains to Carrier liability.
- (J) Household goods and/or personal effects when the total declared value of the shipment exceeds \$500.00 or when the declared value exceeds \$.50 per pound.
- (K) Shipments requiring special care or attention enroute.
- (L) Perishable shipments - the contents of which are liable to deteriorate or perish due to changes in altitude, climate, temperature, or because of length of time in transit. These shipments will be accepted by Carrier without responsibility on the part of the Carrier for loss or damage due to deterioration, whether or not Carrier had knowledge that such damages may be incurred.
- (M) Shipments requiring Carrier to obtain either a local, state, or federal license for transportation.

All shipments are subject to reasonable inspection, or as dictated by law, by the Carrier; however, the Carrier is not obligated to perform such inspection. Carrier has the authority per TSA Indirect Carrier Security Requirements to inspect a shipment including, but not limited to, opening the shipment and inspecting the contents. The Customer has the responsibility to insure the goods described, packed, and shipped meet all TSA/FAA and DOT requirements for the safe transportation of the goods and will indemnify Carrier against all fines and liens levied because of shippers negligence whether or not shipper was aware of the regulations.

Limitations of Liability

- (A) Except as applicable laws may otherwise require, Carrier shall not be liable to the Customer or any other person for any damage, delay or loss of any nature arising out of or in connection with the carriage of goods, unless such damage, delay or loss is reasonably proved to have been caused by the gross negligence or willful fault of Carrier and there has been no contributory or comparative negligence on the part of the Customer, shipper, consignee or other claimant. Carrier shall not be liable for any damage, delay or loss, directly or indirectly caused by: (i) acts of god, public enemies, public authorities, quarantine, riots, strikes, labor disputes, civil disorders, commotions, or hazards or dangers incident to a state of war, weather and mechanical aircraft or vehicle failure, (ii) any default by the shipper or consignee, (iii) improper or insufficient packing, securing and/or addressing of the shipment, (iv) the nature of the shipment, or any defect, characteristic or inherent therein, (v) violations by the Customer, shipper or consignee or other related party of any of the conditions of this contract, (vi) compliance with laws, governmental regulations, orders or requirements of any jurisdiction, or (vii) from any other cause beyond the control of the Carrier.

Worldwide Headquarters New Bern, North Carolina, USA

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- (B) The charges for carriage hereunder have been, in part, based upon either the value declared by the Customer or, in the absence of such declared value, Carrier's limitation of liability. Carrier's liability shall in no event exceed the Customer's declared value stated on the face of the bill of lading, and, in the absence of such declaration and payment of the additional charges for excess valuation, the liability of the Carrier shall be \$0.50 per pound (for Domestic Shipments), in accordance with paragraph (K) hereunder, for that part of the consignment lost or damaged, plus the amount of paid freight charges applicable to that part of the consignment. In the absence of a declaration of value by the Customer on a „C.O.D.“ shipment, the declared value shall be deemed to be the C.O.D. amount to be collected. The weight used to determine Carrier's limit of liability on a shipment, or part thereof, shall be the same as that which is used (or on a pro rata basis in the case of a partial shipment) to determine the transportation charge for such shipment. **Any shipment having a declared value of more than \$ 25,000.00 must be reported, in advance, to SOS Global Express, Inc. (Attn: Insurance Dept.) and acknowledged by same, prior to pickup, so proper security measures can be made, if necessary.**
- (C) Carrier will not be liable for any consequential or special damages, regardless of whether or not Carrier had knowledge that such damage might be incurred, unless such damage is reasonably proved to have been caused by the gross negligence or willful fault of Carrier and there has been no contributory or comparative negligence on the part of the Customer, shipper, consignee or other claimant, at which point consequential or special damages will be limited to a maximum of \$100.00, per occurrence, subject to proof of loss by the shipper.
- (D) All claims shall be subject to proof of value.
- (E) If Carrier issues a bill of lading for carriage exclusively with another carrier, it does so only as a sales agent for such other carrier.
- (F) It is agreed that no time is fixed for the completion of carriage hereunder and that the Carrier shall have the right to (a) substitute alternate carriers or other means of transportation, and (b) select the routing or deviate from that shown on the face hereof. It is agreed that the Carrier shall, in accordance with best practices of the industry, utilize just prudence in trying to meet delivery times requested by the Customer.
- (G) Dangerous Goods By Air or Sea - Customer certifies that the particulars on the face hereof are correct and that insofar as any part of the consignment contains Dangerous Goods, such part is properly classified and described by name, and is in proper condition for carriage by air according to the applicable Dangerous Goods regulations (US D.O.T., CFR49, IATA, ICAO). Shipments containing Dangerous Goods that have been improperly packaged or marked, whether unintentionally or not, and which become subject to fines or penalties, by any authority; Customer herein agrees to hold Carrier harmless and to pay any and all fines or penalties due to such authorities by the Carrier and reasonable attorney's fees for defense of Customer's action.
- (H) If this is an international shipment by air, Carrier's liability shall be governed by the Warsaw and/or Montreal Conventions. Carrier can accept an air bill as a Shipper's Letter of Instruction with authorization to prepare and sign on Customer's behalf an international air waybill. For international shipments, Carrier reserves the option to act as agent of the carrier, instead of as forwarder, in which event the direct carrier's tariffs shall apply to this shipment.
- (I) If it is established that the loss or damage to the goods occurred during International Vessel Transport, Carrier's liability shall be governed by the Carriage of Goods by Sea Act.
- (J) The Customer, shipper and consignee shall be liable, jointly and separately, for all unpaid charges payable on account of such shipment, pursuant to this tariff, including sums advanced or disbursed by Carrier on account of such shipment and any claims, fines, penalties, damages, costs or other sums which may be incurred by Carrier by reason of any violation of any condition of contract or any other default by the Customer, shipper, consignee or their agents. Carrier shall have a lien on the shipment for all amounts due and payable to the Carrier.



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- (K) Carrier liability is agreed and understood to be \$0.50 per pound (for Domestic Shipments) multiplied by the number of pounds (or fraction thereof) of each piece(s) of the shipment which may have been lost, damaged or destroyed (but not less than \$50.00 per shipment or the actual value of said shipment, whichever is less) unless a higher value is declared herein and applicable charges paid thereon, or the actual value of such piece(s), whichever is less, plus the amount of any transportation charges for which the Customer may be liable, or the amount of any damages actually sustained, whichever is the least amount. However, commodities may be deemed to have a lesser value in which case the value as stated in the governing tariffs will apply.
- (L) Carrier shall limit its liability to a maximum of \$250.00 per occurrence for damage to glass, glass components, or for damage caused by breakage of glass, provided these packages are adequately protected by proper packaging and any other necessary measures, by the Customer, and must be clearly marked on two (2) sides, by the Customer, that the goods are of a fragile nature and contain glass.
- (M) Shipments that have been lost and claim paid thereon and subsequently found within one (1) calendar year after occurrence will require refund of claims moneys paid by Carrier or its insurance carrier(s). If Customer has expended any amount to replace item during such time, Customer will have option to take delivery of found article and return claims moneys paid, or to forgo delivery of such article and offer such article to Carrier, or its insurance carrier(s), for public sale or auction, with proceeds going to Carrier, or its insurance carriers(s), to recover, in part or in whole, its loss.
- (N) The value for goods shipped that are used or not new, for the purposes of this agreement, is understood to be actual cash value or market value, less depreciation, whichever is less.
- (O) Carrier shall have no liability for damage to containers used by the Customer to package/protect goods while in transit.
- (P) Carrier shall have and retain a general lien on any and all property of the Customer in Carrier's care, custody or control or while en route for all claims and charges, expenses or advances incurred by Carrier in connection with any shipments of the Customer.

Declared Value

- 1) Each shipment will have a declared value of 50 cents per pound or \$50.00 (for Domestic Shipments), whichever is higher, unless a higher value is declared on the Carrier bill of lading at the time of receipt of the shipment from the Customer. Customer shall have the burden of proving such higher value in the event of a claim.
- 2) Shipments having a higher value declared must have the total of the actual value for all pieces in the shipment declared for the purposes of this agreement. Carrier cannot insure deductible amounts or amounts less than actual value of goods.
- 3) The weight used to determine the declared value of a shipment will be the same as that used to determine the transportation charge for such shipment.
- 4) It is agreed and understood that the ultimate declared valuation shall not be more than \$ 25,000.00, unless the parties agree separately and in writing.

Claim Procedure

- (A) In the case of any claim, except for concealed loss or damage, notice of intent to file such claim must be given in writing to the Carrier within fifteen (15) days after the delivery of the shipment or, in the case of a loss, within fifteen (15) days after intended delivery date.
- (B) Claims for concealed loss or damage must be made in writing to the Carrier within three (3) days after delivery of the shipment, with privilege given to the Carrier to make inspection of said shipment.



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- (C) All merchandise must be retained in the original shipping container at the place of delivery for a period of ten (10) days after the Carrier has received notice of damage, or concealed loss or damage, in order that Carrier may make inspection thereof. It is likewise the duty of claimant, where there is value in the salvage, to accept and handle it in such a manner as to mitigate the claimed loss as much as possible, either through repair or discounted sales. Unauthorized disposal of the product may result in denial of the claim.
- (D) No claim for loss or damage to any shipment will be entertained until all transportation charges have been paid thereon, for the portion of the shipment delivered in good order. The amount of any claim may not be deducted from the transportation charges or from monies due Carrier for other business.
- (E) A failure to give notice of a claim pursuant to (A) and/or (B) above shall be prima facie evidence that no loss, damage and/or breach occurred, and the burden of proof shall be on the party claiming such loss, damage and/or breach to establish otherwise. In any event, the Carrier shall be discharged from all liability whatsoever unless suit is brought within one (1) year after delivery of the shipment or the date when the shipment should have been delivered. Suit shall not be deemed brought unless, in addition to the filing of suit, valid service of process shall have been affected upon the Carrier.
- (F) Claims for overcharge must be made in writing and are extinguished unless received by Carrier within one (1) year after the date of acceptance of the shipment by the Carrier.
- (G) Should Carrier successfully defend itself for any legal actions brought by any party with an interest in any shipment, the Carrier shall be entitled to reasonable attorney fees and costs.

Payment Terms

Payment of Carrier charges from Customer is due not later than thirty (30) days from the date of the shipment (which is Carrier's date of invoice). Customer will be assessed and agrees to pay the costs associated with Carrier's collection of past due amounts, including but not limited to, costs of suit, costs assessed by any entity engaged by Carrier to pursue collection, and reasonable attorney fees.

Severability

The terms of these terms and conditions shall be severable, and, if any part or term hereof shall be held invalid, such holding shall not affect the validity or enforceability of any other part or term hereof.

Jurisdiction

These terms and conditions shall be governed by the laws of the State of North Carolina, except to the extent that federal or international law has been stated herein to be applicable. Disputes arising under these terms and conditions shall be resolved in the appropriate state or federal court in North Carolina, and in no other court or forum. To the extent necessary Customer consents to such jurisdiction and venue.