



Global Net Logistics, LLC  
1001 Spinks Rd  
Suite 240  
Flower Mound, TX 75028  
Phone: (214)296-0730  
Fax: (214)296-0734  
www.gnltransportation.com

Revised 4/1/19

## TERMS & CONDITIONS

**When tendering a shipment to Global Net Logistics, LLC the shipper agrees to these Terms & Conditions.** The shipper certifies that the **information** inserted on the Bill Of Lading is complete and accurate. It is agreed among the parties that the Terms & Conditions for this shipment are governed by Global Net Logistics, LLC. tariffs, available for inspection at the Global Net Logistics, LLC Corporate Office and which are hereby incorporated into this contract. NOTE: Shipper in this contract means the party, from whom the shipment is received and any party who requested the shipment be transported by Global Net Logistics, LLC any party having an interest in the shipment and any party who acts as an agent for any of the above. Except to the extent of any written contract between shipper and Global Net Logistics, LLC this shipping document supersedes and negates any claim, alleged or asserted oral agreement, promise, representation or understanding between the parties with respect to the shipment.

**AVIATION SECURITY CONTROLS:** 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 shipper, consignee, description and other relevant data will be retained on file per current TSA regulations.

**SERVICE/ROUTING:** It is agreed that no guaranteed time is fixed for the completion of carriage as offered and that the Forwarder may without notice substitute alternate carriers or modes of transportation. The Forwarder assumes no obligation to carry the goods by any specified aircraft or carriers, or over any particular route or routes or to make connection at any point according to any particular schedule. Further, the Forwarder is authorized to select or deviate from the route or routes of shipment, notwithstanding that the same may be stated on the face of the Bill Of Lading. Service failures caused by (i) acts of God, public enemies, public dangers, incident to a state of war, (ii) any default by the shipper or consignee; (iii) the nature of the shipment, or any defect, characteristic or inherent vice thereof; (iv) violations by the shipper or consignee of any of the conditions of the Contract; or (v) compliance with laws, government regulations, orders or requirements of any jurisdiction, or from any other cause beyond the control of the Forwarder, will not negate the charges for service rendered.

**DIMENSIONAL WEIGHT FACTORS:** Global Net Logistics, LLC reserves the right to assess transportation charges based on volumetric standards. Dimensional weight pricing is applicable on all shipments with a total volume of more than 194 cubic inches. Dimensional weight is calculated by multiplying length by width by height of each package (all in inches) and dividing by 194 and by 166 on all International shipments. The dimensional weight of each package in the shipment is added, and the total dimensional weight of the shipment is then compared to the actual weight of the shipment. If the dimensional weight exceeds the actual weight, all transportation charges for the shipment are based on the dimensional weight.

**SHIPPER'S RESPONSIBILITY:** The shipper is responsible for preparing, packing, labeling, and properly describing the contents of their shipments, to ensure safe transportation with ordinary handling. Any failure to do so will relieve Global Net Logistics, LLC of any liability for damage or loss.

**INSPECTION OF SHIPMENT:** All shipments are subject to inspection by Global Net Logistics, LLC prior to, during, and after they are tendered. Global Net Logistics, LLC however, is under no obligation to inspect any shipment.

**DECLARED VALUE LIABILITY LIMITS:** It is agreed the liability of the Forwarder shall be limited to (but not in excess of the actual loss or damage) the declared value for carriage set forth on the face of the waybill for any destruction, loss, damage to or in connection with consignment. If no value is declared, the liability of the Forwarder is limited to \$.50 per pound or \$50.00 whichever is greater on domestic air and domestic land shipments, approximately \$10.00 per pound on international air shipments and \$500.00 per package or customary freight unit on international ocean shipments. In the event of a partial loss, the liability of the Forwarder with respect to the undelivered or damaged portion shall be reduced proportionately on the basis of weight, notwithstanding the value of any part of the consignment or contents thereof. In the case of concealed damage/loss Global Net Logistics, LLC. Liability shall be limited to no more than one-half (1/2) of Global Net Logistics, LLC. visible damage damage/loss liability. There is no liability or insurance provided for one of a kind articles or architectural models, artwork, jewelry or personal effects. Global Net Logistics, LLC liability for aggregate losses at any one time at any one place is limited to \$100,000.00. For any shipment having declared value over \$50,000.00, Global Net Logistics, LLC must be given advance notice prior to dispatch of vehicle for pick-up. Failure to provide advance notice will negate any coverage. Appendix A, page 1 of 2; Rev 04-15-08

Initials \_\_\_\_\_



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**CLAIMS PROCEDURES & TIME LIMITS:** A) All claims should be made in writing to: Global Net Logistics, LLC 1001 Spinks Rd Suite 2410 Flower Mound, TX 75028, fax 214-296-0734 Attn: Global Net Logistics, LLC Claims Department. B) All claims for concealed damage must be made within 24 hours of delivery. All packaging material must be kept for inspection. Any concealed damage claim not meeting the above conditions will not be honored. C) All other claims for damage or loss must be received in writing by Global Net Logistics, LLC within sixty (60) days from date of delivery. D) If recipient accepts shipment without noting any damage on bill of lading, it is assumed that package was delivered in good condition. E) All freight charges due to Global Net Logistics, LLC must be paid in full prior to resolution of any claim. F) Claims for Overcharges must be made in writing to Global Net Logistics, LLC within 180 days from date of shipment.

**CONSEQUENTIAL & SPECIAL DAMAGES:** Global Net Logistics, LLC., its employees, will not be liable for "loss", damage, or delay caused by, but not limited to acts of God, perils of the air, airline mishandling, customs delays, weather conditions, mechanical delays, acts of public enemies, war, strikes, civil commotion. Global Net Logistics, LLC its employees will not be liable for "loss", caused by delay, loss of use, loss of marketability or any other consequential loss, or any loss caused by improper packaging or materials. Global Net Logistics, LLC will make every effort to keep both consignee and consignor informed when shipments are affected. Shipper and consignee shall hold Global Net Logistics, LLC and its agents harmless for loss/damage, delay or any monetary losses which are 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 Global Net Logistics, LLC. as a customer service unless such services are actually performed by Global Net Logistics, LLC or its agents. Such limitation of liability shall extend to the selection by Global Net Logistics, LLC 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 services or by Global Net Logistics, LLC Providers of auxiliary services are contractors for the shipper or consignee and are not agents for Global Net Logistics, LLC. Local cartage is the movement of unpackaged/uncrated freight. NOTE: Under no circumstances will the liability of Global Net Logistics, LLC. for any monetary loss which is a result of any auxiliary services performed by Global Net Logistics, LLC or its agents be greater than the liability contained in this contract.

**THIRD PARTY BILLING/BILLING DISPUTES:** In the event of a Third-party billing, where the Third-Party fails to pay the freight charges, it is agreed that the shipper is responsible for all freight charges. Additionally, the Shipper and the Consignee shall be jointly and severally liable for the payment of all charges and advances. The Forwarder shall have a lien on the shipment for all charges, amounts due and payable to the Forwarder. The shipper and the consignee shall jointly and severally indemnify the Forwarder for all claims, fines, penalties, damages, costs or other amounts which may be incurred by, or imposed upon the Forwarder by reason of any breach by the shipper or the consignee of any of the provisions of this Contract.

**LEGAL CONSIDERATIONS:** Debtor hereby agrees to pay all court costs and attorneys' fees incurred by Global Net Logistics, LLC in enforcing any of the terms of this agreement and in collection of any sums owed, pursuant to this agreement by debtor for service rendered by carrier.

**FINANCE CHARGE:** Debtor does hereby agree to pay interest at the rate of 2% per month on all amounts Debtor owes to Global Net Logistics, LLC not paid within fifteen (15) days from date of invoice. Appendix A, page 2 of 2; Rev 04-15-08

Initials \_\_\_\_\_