



Freight Tariff Manual

Rules and Regulations

Terms and Conditions of Contract

These Terms and Conditions of Contract are effective March 1st, 2010 and subject to change without notice.

In tendering a shipment to Premier Global Logistics, the Shipper and Consignee agree to abide by said Terms and Conditions of Contract (the “contract”). This “contract” shall supersede all previous contracts. This contract shall apply to all shipments unless otherwise required by a federal or state law, rule, or regulation applicable to a shipment.

No employee, agent, nor any other person or party is authorized to change or modify these Terms. The only parties authorized to make changes to these terms is an officer of Premier Global Logistics. If there is an issue or discrepancy between these Terms and the terms and conditions on any Premier Global Logistics Air Waybill or other transit documentation, the terms contained herein shall super cede all others. These Terms superseded any/all previous and other previous statements concerning the conditions of Premier Global Logistics service to which it is applicable. Carriage or any other services performed by the Premier Global Logistics’ forwarder are subject to applicable laws, government regulations, orders, and requirements.

I. Acceptance of Dangerous Goods

As Authorized by the Department of Transportation Hazardous Materials Regulations, 49 CFR, Part 171.11, Dangerous Goods will be accepted only if prepared in accordance with the International Air Transport Association Dangerous Good Regulations.

II. Definitions

a. Chargeable Weight

The gross weight of any Shipment, based upon the actual weight or the cubic dimensional weight of the shipment, whichever is greater.

b. Consignee

The company or party who’s Name appears on the Air Waybill. This is who Premier Global Logistics’ will release the shipment to.

c. Day

Day pertaining to the specific calendar day.

d. Items of Extraordinary Value

Any of the following articles of commodities:

- i. Artwork, including any work created or developed by the applications of skill, taste of creative talent for sale, display or collection. This includes, but is not limited to, items (and their parts) such as paintings, drawings, vases tapestries, limited-edition prints, fine art, statuary, sculptures, collectors' items, photographic negatives, photographic chromes, photographic slides, scale models and/or architectural models and any other commodity that by its inherent nature is particularly variable or difficult to ascertain.
- ii. Antiques, any commodity which exhibits the style or fashion of a past era and whose history, age or rarity contributes to its value. These items include, but are not limited to furniture, tableware, glassware, and collectors' items such as sports cards, souvenirs, and doll memorabilia.
- iii. Furs, including, but not limited to, watches and their parts, precious and semi precious gems and stones, whether cut or uncut, industrial diamonds and costume jewelry.
- iv. Stocks, bonds, cash letters or cash equivalents, including, but not limited to, food stamps, postage stamps (not collectible), traveler's checks, canceled checks, lottery tickets, money orders, bond coupons, and bearer bonds.
- v. Personal effects and/or household goods.
- vi. Perishable Commodities

e. Legal Holiday

Any state, local or Nationally observed holiday.

f. Live Animals

Any and all mammals (other than humans) birds, fish, crustacean, shellfish, insects, reptiles, worms, and amphibians.

g. Oversized Shipments

Any shipment or part thereof with any dimension (length, width, or height) greater than 84 inches (213.36 centimeters) or girth (length, + width + height) exceeding 213 inches (541.02 centimeters).

h. Perishable Commodities

Any and all shipments subject to possible delay, decay and/or deterioration due to temperature variations while in Premier Global Logistics' possession.

2.9 Shipment

Any tendered goods of one or more pieces, from one shipper at one point of origin and moving on one House Air Waybill, to one Consignee at one destination address.

2.10 Shipper

The company or party whose name appears on the Air Waybill as the party contracting with Premier Global Logistics' for the movement of a shipment.

III. Packing and Marking Requirements

- 3.0.1 In tendering the shipment for carriage hereunder the shipper certifies that the shipment is packaged to protect all the material. Any uncrated, unprotected or improperly packaged merchandise will be moved by the Premier Global Logistics' on a "hold harmless" basis, and no liabilities will be assumed in the event of damage to any such merchandise or material. The shipper shall comply with all applicable laws, customs, and other governmental regulations of any country to, from, through or over which the goods may be carried, including those relating to the packaging, carriage, or delivery of the goods, and the shipper shall furnish such information and attach such documents to the waybill as may be necessary to comply with any of such laws, customs, and regulations. The Forwarder shall not be liable to the shipper or any other person for loss, damage, delay or expense arising out of the shipper's failure to comply with any such laws, customs or regulations.
- 3.0.2 Any article susceptible to damage by ordinary handling must be adequately protected by proper packaging and must be marked or bear appropriate labels.
- 3.0.3 Any article susceptible to damage as a result of any condition which may be encountered in air transportation, such as high or low temperature, high or low atmospheric pressure, or sudden changes in either, must be adequately protected by proper packaging.
- 3.0.4 Each piece of a shipment must be legibly and durably marked with the name and address of the Shipper and Consignee.

- 3.0.5 Shipments with a floor bearing weight in excess of 200 lbs. (90.72 Kg) per square foot must be provided with a skid or base which will reduce the floor bearing weight to 200 lbs. (90.72 Kg) or less per square foot. Such skid or base must be furnished by the shipper and included in the gross weight of the piece.
- 3.0.6 Dangerous Goods must be identified, packaged, marked, labeled, and documented by the Shipper in accordance with applicable regulations.

IV. Shipments Not Acceptable

Shipments requiring Premier Global Logistics' to obtain a federal, state or local license for transportation will not be accepted when Premier Global Logistics has elected not to comply with such licensing requirements. Shipments of extraordinary value, live animals, and human remains may also be deemed unacceptable for carriage at Premier Global Logistics sole discretion.

4.1 Qualified Acceptance of Shipments

Premier Global Logistics retains the right to reject any shipment prior to transportation from the origin station when it appears that such shipment is:

- i. Improperly marked, labeled, packed, or packaged.
- ii. Subject to damage if exposed to temperature or pressure change likely during flight or during ground transfer or storage.
- iii. Not accompanied by proper documentation and necessary information as required by convention, statute, or other rules and regulations applicable to such shipment.
- iv. Subject to advance arrangements unless such required arrangements have been satisfactorily completed.
- v. Improperly marked as to shipper and consignee name and address.
- vi. Of an inherent nature of defect which indicates that such transportation could not be furnished without loss of damage.

V. Shipments Requiring Advance Arrangements

- 5.1.1 Shipments with a declared value of \$10,000.00 or more.
- 5.1.2 Shipments whose dimensions exceed a length of 199 inches (302.26 centimeters), width of 83 inches (210.82 centimeters), or height of 80 inches (203.20 centimeters), or any combination of these measurements.

VI. Shipment Requiring Advance Arrangements (Dangerous Goods)

Shipments prepared under 49 CFR 171.11 will only be accepted with prior approval of the Premier Global Logistics' Dangerous Goods Specialist on a shipment by shipment basis.

VII. Inspections of Shipments

All Shipments are subject to inspection while in Premier Global Logistics' possession, but Premier Global Logistics shall not be obligated to perform such inspections.

VIII. Date of acceptance Determines Charges

Transportation is subject to the rule, rates and charges in effect on the date of acceptance by Premier Global Logistics.

IX. Air Waybill and Shipping Documents

- 9.0.1 The shipper shall have the duty to prepare and present a current version of the Premier Global Logistics Air Waybill for each shipment. Such Air Waybill must contain all information necessary for transportation of the shipment. The shipper shall be responsible for the correctness of the particulars and statements relating to the shipment which is indicated on the House Air Waybill: and the shipper shall be liable for all damages suffered by Premier Global Logistics or any other person by reason of the irregularity, incorrectness or incompleteness of such particulars and statements. If the shipper fails to present such Air Waybill, Premier Global Logistics will prepare a nonnegotiable Premier Global Logistics Air Waybill and the shipper shall be bound by the Terms. Notwithstanding who prepared the Premier Global Logistics Air Waybill or the originating documentation, it shall conclusively be deemed to have been prepared by the Shipper. Customer's shipping document(s) can be used, if so agreed upon in writing between Premier Global Logistics and the customer, with a Premier Global Logistics House Air Waybill number affixed to the shippers' bill. In this case also, Premier Global Logistics will prepare a Premier Global Logistics House Air Waybill for the shipment(s). The shipper must provide Premier Global Logistics with service requirements, delivery information and Declared Value amounts on their bill of lading. If no service requirements are specified the shipment will receive 2nd day air service. Each shipment shall be subject to the rules, regulations, rates, and charges contained in these Terms and all Premier Global Logistics Tariffs in effect on the Day of Shipment acceptance.
- 9.0.2 The Air Waybill and these Terms shall be binding upon the shipper, the consigned, and the other party with an interest in the

shipment, Premier Global Logistics and Premier Global Logistics' agents. The Terms and Conditions of the contract as stated in Premier Global Logistics' Official Freight Tariff manual and as state on Premier Global Logistics' House Air Waybill (HAWB) in effect on the date of the shipment shall have precedence over any conditions pre-printed on the Air Waybill

- 9.0.3 In tendering the shipment to Premier Global Logistics, the shipper and all other parties having an interest in the shipment agree to these Terms and affirms (1) the description of the Shipment as it is recited on the Air Waybill, (2) that the shipment is not of a nature unsuitable for the carriage by air of truck or ship or hazardous thereto and (3) no employee, agent, or representative of the parties involved are authorized to modify any of the terms. The Terms, including but not limited to Limitations of Liability contained herein, shall apply to our agents and their contracting carriers at all times while the Shipment is being handled by or for Premier Global Logistics.