



GLOBAL LOGISTICS MADE EASY

TERMS & CONDITIONS

1. Carriage is subject to governing classifications and tariffs in effect as of the date hereof.
2. In tendering the shipment for carriage, the Shipper warrants that the shipment is packaged to protect the enclosed good and to insure safe transportation with ordinary care in handling, and that each package is appropriately labeled and is in good order for carriage as specified. Shipper warrants that the commodity description is explicit and accurate. Shipper also warrants the fact that the shipment is not of a nature unsuitable for carriage by air, or hazardous thereto.
3. All shipments may, at Forwarder's option, be opened and inspected.
4. As to the shipment herein described, the Forwarder shall not be liable for any loss or damage thereto or delay caused by an act of God, the public enemy, the authority of law, the act of default of the shipper, the inherent nature or vice of the shipment, or compliance or non-compliance with delivery or special instructions.
5. Forwarder shall not be liable for special or consequential damages.
6. In consideration of Forwarder's rate for the transportation of any shipment which is in part dependent upon the declared value of the shipment, Forwarder's liability of any kind whatsoever shall be limited to an amount not exceeding:
 - a. \$0.65 per pound (where no value is declared) multiplied by the number of pounds of that part of the shipment lost or damaged (but not less than \$65.00 per shipment) up to a maximum amount of \$100,000; or
 - b. the declared value in case of loss or damage of the entire shipment (but not less than \$65.00 per shipment); and in the event of loss or damage of part of the shipment, the average declared value per pound of the shipment multiplied by the number of pounds of that part of the shipment lost or damaged (but not less than \$65.00 per shipment), plus the amount of any transportation charges for which Forwarder has been paid for such part of the shipment lost or damaged.
7. In the event Shipper declares value for a shipment, Forwarder will assess an additional charge. For the declared value to be in effect, Forwarder must explicitly agree to accept the declared value and the Shipper must agree to the additional charge.
8. For COD shipments, the amount of the COD must be inserted in the COD portion of the Titan Services Bill of Lading. The Forwarder will under no circumstances be responsible for the form of payment by Consignee unless specifically requested otherwise, in writing, by Shipper. Forwarder will not be liable for any fraudulent or apparent certification of checks. Applicable charges for handling a COD shipment will be billed.
9. The shipper and the Consignee shall be liable, jointly and severally, (1) for all unpaid charges payable on account of a shipment pursuant to this Contract, and (2) to pay or indemnify Forwarder for all claims, fines, penalties, damages, costs or other sums which may be incurred by Forwarder by reason of any violation of this Contract or any other default.
10. The liability of Forwarder will be that of a warehouseman if the shipment is not picked up by the Consignee within 48 hours after notice of its arrival is given to the Consignee. In such event, Forwarder will hold the shipment subject to storage charges with the right to sell the shipment at public or private sale not less than 30 days after having given written notice thereof to the Shipper. Forwarder will pay itself out of the net proceeds of the sale for all charges due it and remit the balance to the Shipper.

11. Transportation of the shipment is subject to availability of equipment and space therein. Forwarder shall have the right to: (1) substitute alternate Carriers or other means of transportation; and (2) select the routing or deviate from that shown on the face hereof. Forwarder does not guarantee commencement or completion of freight shipment within a specified term unless stated otherwise on billing.

12. As conditions precedent to recovery, (i) claims for loss or damage must be filed in writing with Forwarder 180 days after the date of acceptance of the shipment by Titan Services – Bill To; and (ii) claims for overcharges or duplicate billings must be filed in writing with Forwarder within 180 days after the date of acceptance of the shipment by the consignee. No claim will be entertained until all transportation charges have been paid.

13. As a condition precedent to recovery any damage or loss discovered after a clear receipt has been given to the Forwarder must be reported in writing to Forwarder within 12 days after delivery to the Consignee, with privilege to Forwarder to inspect the container(s) and contents within 15 days after receipt of such notice. Merchandise must be retained in original container/box.

14. Forwarder shall not be liable unless an action is brought within (1) year after the date written notice is given to the claimant that Forwarder has disallowed the claim in whole or in part.

15. International air carriage is subject to the liability rules established by the Montreal Convention 1999 (MC99). Under such rules, the Forwarder's liability is limited to 19 SDR per kilogram of damaged or lost cargo.

16. Ocean cargo into or out of the USA is subject liability provisions set forth in the Carriage of Goods by Sea Act of the United States, reprinted in the note following 46 U.S.C. §30701 (hereafter, "COGSA"). All other ocean cargo liability shall be governed by Hague-Visby Rules, including the 1979 SDR Protocol if that law is compulsorily applicable. If the Hague-Visby Rules including the 1979 SDR Protocol is not compulsorily applicable, the Hague Rules shall apply.

17. All freight charges are due and payable at Titan Services – Bill To within 15 days after shipment date. Charges paid 31 days and beyond past shipping date will incur 1.5% delinquent charge per month or any part thereof.

18. These terms and conditions are the sole agreement between Shipper and Forwarder unless a separate written agreement is negotiated and signed by a company officer of Forwarder.

**Have Shipping Questions?
JUST ASK OUR EXPERTS.**

(24/7): 817.552.8000

Toll Free: 800.714.0577

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