



## Primorus Worldwide

### CONDITIONS OF CONTRACT OF CARRIAGE

**1. SHIPMENT TENDER:** In tendering this shipment, the Shipper agrees to these Conditions of Contract of Carriage, which no agent employee of the parties may alter, and that this shipping document is non-negotiable and has been prepared by the Shipper. The Shipper certifies and represents that the information inserted on the face of this shipping document is complete and accurate. It is agreed among the parties that the conditions of contract carriage for this shipment are governed by tariffs, available for inspection at the Primorus Worldwide Corporate office 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 Primorus Worldwide, any party having an interest in the shipment, and any party who acts as an agent for any of the above. This includes the exporter, sender, receiver, owner, consignor, consignee, transferor or transferee or the shipments or the agent thereof. Except to the extent of any written contract between Shipper and Primorus Worldwide, this shipping document supersedes and negates claimed, alleged or asserted oral agreement, promise, representation or understanding between the parties with respect to this shipment.

**2. ACCURACY OF INFORMATION:** Shipper warrants to Primorus Worldwide that the information set forth on the face of the waybill is complete and accurate; that each package and/or article in this shipment is properly and completely described on this shipping document and is adequately packaged to protect the enclosed goods to ensure transportation with ordinary care in handling; is properly classified, described, packaged, marked and labeled and is in proper condition for transportation according to the applicable regulations of the U.S. Department of Transportation and the Transportation Security Administration, including without limitation all regulations governing the transportation of hazardous materials. Shipper's violation of any of these warranties will excuse Primorus Worldwide from any liability whatsoever for damage to any item(s) incurred as a result of violation and shall also cause Shipper to be liable to Primorus Worldwide for all claims, fines, penalties, damages, costs other sums, including reasonable attorneys' fees, incurred by Primorus Worldwide as a result of such violation.

**3. ACCEPTABLE GOODS:** At time of delivery, the consignee must note on the delivery receipt any exceptions to the condition of the shipment or the shipping containers. Primorus Worldwide shall not be liable for concealed damage not noted on the delivery receipt unless Shipper is able to prove that such loss or damage occurred while the Shipment was in Primorus Worldwide's possession. In addition, Primorus Worldwide shall not be liable for i) damage to exterior packaging and outside shipping containers, ii) damage/loss to articles that are adequately packaged but shipped in unenclosed containers marked to insure safe transportation with ordinary care in handling unless mishandling and/or loss is evident and is so noted on the delivery receipt at time of delivery, or iii) damage to fluorescent tubes, neon lighting, neon signs, X-Ray tubes, glass or other inherently fragile items. NOTE: A clear delivery receipt shall be prima facie evidence of ordinary care in handling and receipt of the shipment in good condition.

**4. CONSEQUENTIAL DAMAGE:** Primorus Worldwide shall not be liable in any event for any special, incidental, or consequential damages, including, but not limited to, loss of profits, income, interest, utility, or loss of market, whether or not Primorus Worldwide had knowledge that such damages might be incurred.

**5. NO GUARANTEE:** Due to the inherent nature of the transportation business, Primorus Worldwide does not guarantee pick up, transportation, or delivery by a special date or a special time, and shall not be liable for the consequences of failure to do so.

**6. LIMITATION OF LIABILITY:** Primorus Worldwide's liability is limited to a maximum of \$50.00 per shipment or \$0.50 per pound, per piece, of cargo lost, damaged, or otherwise adversely affected whichever is greater unless the shipper declares a higher value on this waybill and agrees to pay an excess valuation charge. Primorus Worldwide agrees to accept this waybill as a shipper's letter of instruction for other modes of transportation: Ocean and International Air. Primorus Worldwide's limits of liability on these modes of transport are as follows: Ocean) \$500 per package [or standard freight unit] per the Carriage of Goods by Sea Act and/or the Harter Act; International Air) \$9.07 per pound or 17 special drawing rights as per the Warsaw convention and/or the Montreal Potocols #4.

**7. CLAIMS:** At time of delivery the consignee must note on the delivery receipt any exceptions to the good order and condition of the shipment that would indicate a discrepancy (shortage in the shipment, damage to the package(s), or possible damage to the contents). The consignee may not inspect the contents of the package(s) until the consignee signs for the shipment on the delivery receipt. NOTE: Such notations as "subject to inspection" and "subject to count" are not exceptions. Failure to note exceptions at time of delivery on the delivery receipt is prima facie evidence of delivery in good order and condition. Primorus Worldwide must be notified in writing of any loss or damage to the shipment no later than 7 days after the date of delivery, except in the case of perishables, Primorus Worldwide must be notified within 2 days of delivery. Primorus Worldwide is entitled to inspect the shipment and any materials used

to package or protect the shipment for transportation at the place of delivery. A timely notice of claim is a prerequisite to the institution of suit pursuant to this paragraph. The failure to give timely notice of any loss or damage or the failure to permit or arrange inspection as required herein shall constitute a bar to any claim for loss or damage: it is the responsibility of the claimant and any other interested party to mitigate the damages to the extent that is reasonably possible. All claims for loss or damage must be received in writing by Primorus Worldwide no later than 150 days after the date of delivery. Such claims must include copies of the waybills, delivery receipts, invoices and any other documents supporting the claim. No claim will be considered until all transportation charges have been paid. Claims may not be deducted from transportation charges. In the event Primorus Worldwide pays a claim, they shall be entitled to possession of the portion of the shipment for which claim was made as salvage. The failure to provide the salvage shall be a bar to recovery of any claim. Claims for overcharges must be received in writing by Primorus Worldwide no later than 90 days after the date of delivery. Suit to recover for any loss, damage or overcharge must be instituted within one year from the date the claim has been denied in writing, in whole or in part, by Primorus Worldwide. All suits to recover a claim must be submitted to the jurisdiction of a state or federal court located in Forsyth County, Georgia to which the parties irrevocably consent to personal jurisdiction and waive all objections thereto and the rights and obligations of the parties shall be determined according to the laws of the State of Georgia. All communications regarding a claim, including disputed debts, are to be sent in writing to Primorus Worldwide at 1000 Peachtree Industrial Blvd Suite 6267 Suwanee GA 30024.

**8. EXCESS CHARGE VALUATION:** Unless a higher value is declared at time of shipment and excess value charges of \$1.00 for each \$100.00 of declared value are paid by the Shipper to Primorus Worldwide, the Shipper agrees and declares that Primorus Worldwide's liability for loss or damage to any Shipment or portion thereof is limited to of (A) \$0.50 per pound per piece lost or damaged with a maximum of \$50.00 per shipment or (B) the actual invoice value of the article or articles lost or damaged if a lesser amount. Articles and/or shipments with a declared value in excess of \$25,000 will not be accepted for transportation unless the Shipper makes advanced arrangements with Primorus Worldwide by notifying the local Primorus Worldwide office handling the Shipment. In no event shall Primorus Worldwide liability for aggregate losses at any one time at any one place exceed \$100,000.

**9. DECLARED VALUE:** Where Shipper seeks to declare a value for a Shipment consisting of more than one piece, it shall be Shipper's responsibility to affix a numbered label to each such piece and then to declare a value correlating to each such number in the space provided on the face of this waybill. Failing compliance with this requirement, Primorus Worldwide's liability for loss or damage to any part of such Shipment shall be limited to the average declared value of the Shipment times the number of the piece(s) lost or damaged.

**10. ACTS OF GOD:** Primorus Worldwide shall not be liable for loss, damage, delay or monetary losses of any type caused by: Acts of God, public authorities acting with actual or apparent authority, strikes, labor disputes, weather, mechanical failures, aircraft failures, civil commotions, acts or omissions of customs or quarantine officials, the nature of the freight or any defects thereof, public enemies, hazards incident to a state of war, acts of terrorism, and by acts, defaults, or omissions of the Shipper or consignee for failure to observe the terms and conditions of the contract of carriage contained in this shipping document, including but not limited to improper packing, marking, incomplete / inaccurate shipping instructions and the rules relating to freight not acceptable for transportation or freight acceptable only under certain conditions as outlined below.

**11. ACCEPTABLE COMMODITIES:** Primorus Worldwide will not accept for transportation on any shipment or commodity prohibited by law. In addition, the following items of extraordinary value are not acceptable for carriage and will not be accepted by Primorus Worldwide: i) original works of art; ii) antiques; iii) bonds; iv) coins of any kind, currency and currency equivalents; v) furs and fur clothing; vi) gems and stones (cut or uncut); vii) industrial diamonds; viii) gold or silver jewelry; ix) pearls; x) precious metals; xi) negotiable securities; xii) time sensitive written materials; xiii) household goods and personal effects; xiv) one-of-a-kind articles, models or prototypes; xv) valuable rugs; xvi) plasma screen monitors; xvii) prints and lithographs; bagged goods, cement, fertilizer, fishmeal, bulk commodities, fresh fruits, fresh vegetables, live animals, live plants, human remains of any kind, nuclear fuels, confectionery, chocolates, ceramics, pottery, porcelain, marble, granite, china, glassware, fluorescent tubes, neon lighting, neon signs, x-ray tubes, glass mirrors, windows, glass or other inherently fragile items. No employee or agent of Primorus Worldwide has any authority to accept such articles for transportation or to waive the limitations contained herein.

**12. SHIPMENTS SUBJECT TO RE-WEIGHT / RE-MEASUREMENT:** Rates and charges for this shipment will be based on actual or dimensional weight, whichever is greater. Shipper shall provide weight and measurements for its shipments. Shipments are subject to re-weigh and re-measurement by Primorus Worldwide. If the weight or measurements of the goods as delivered are different from Shipper's representations, or if pick-up or delivery time or location is changed by Shipper, Primorus Worldwide's rates, charges and fees are subject to change. If dimensional weight applies under tariff rule, dimensions shall be shown on the air bill as follows: Length x Width x Height = Cubic Inches (or applicable metric measurement.) Customer shipments will be rated at dimensional or actual weight, whichever is greater based on a domestic factor of 194 and an international factor of 166.

**13. INTERNATIONAL SHIPMENTS:** If this is an international shipment, a.) Rules as established by the Warsaw Convention and Montreal Protocol 4 shall apply b.) Primorus Worldwide tariff rules and regulations shall apply to any shipment or portion of any shipment which is not governed by the Warsaw Convention, c.) Primorus Worldwide accepts this shipping document as a Shipper's letter of instruction with authorization to prepare and sign on Shipper's behalf an international shipping document, d.) Primorus Worldwide reserves the option to act as agent of the carrier, instead of as a forwarder, in which event the direct carrier's tariffs shall apply to this shipment and, e.) Shipper may avoid the applicable limitation of liability for loss or damage by declaring on the face of this shipping document the actual value of the shipment and by paying the applicable excess value charge as set forth above.

**14. C.O.D. SHIPMENTS:** Collect on Delivery (C.O.D.) service is provided under the following conditions: a.) Shipper must identify the shipment as a C.O.D. shipment in the Special Instructions box on the front of this shipping document and by entering the amount to be collected in the C.O.D. Amount box on the front of this shipping document; b.) Shipper must specify the type of payment to be received (e.g., cash, check, money order or cashier's check) in the special Instructions box on the front of this shipping document; c.) Each shipping container must be clearly marked C.O.D. and the amount to be collected must be marked on

the side of the container containing the address label; and d.) Primorus Worldwide and Shipper agree that Primorus Worldwide does not guarantee or verify that a check, money order, cashier's check or other such financial instrument is valid or negotiable. All payments are collected at Shipper's risk.

**15. LIABILITY FOR PAYMENT:** The Shipper and the consignee shall be liable jointly and severally for all unpaid charges payable on account of this shipment pursuant to this contract and to pay or indemnify Primorus Worldwide for claims, fines, penalties, damages, costs (storage, handling, re-consignment, return of freight to Shipper, etc.) or other sums which may be incurred by Primorus Worldwide by reason of any violation of this contract or any other default of the Shipper or consignee or their agents. The Shipper shall grant Primorus Worldwide a lien on any shipment and any other goods shipped by Shipper for failure to pay past due charges or charges payable on account of this shipment. Primorus Worldwide may refuse to surrender possession of the goods until such charges are paid. Should Primorus Worldwide bring legal action for the enforcement of this contract or collection of any sums due and payable under this contract, Primorus Worldwide shall be entitled to retain any reasonable attorney fees and costs.

**16. COMPENSATION TO Primorus Worldwide:** Payment Terms are net due on receipt. Contract or special rates are considered void and the shipment re-rated at full charges if invoice is not paid in 15 days. Contract or special rates apply only to prepaid shipments unless specifically stated in a contract rate proposal. Invoicing hereunder while a shipment remains in transit shall not close out this agreement. The compensation of Primorus Worldwide for its services shall be included with an is in addition to the rates and shall be exclusive of any brokerage, commission, dividends or other revenue received by Primorus Worldwide from carriers, insurers and others in connection with the shipment. Surcharges, including, without limitation, fuel, peak season, security or government imposed charges, may apply as set forth in Primorus Worldwide various surcharge/accessorial sheets as published by Primorus Worldwide and available upon request, and/or included with pricing tariffs received by customer(s). All invoices not paid within 30 days of invoice date will be subject to a charge of 2.00% of the uncollected amount per month.

**17. AUXILIARY SERVICES:** Shipper and consignee shall hold Primorus Worldwide 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, warehousing, and unpacking, which are requested by the Shipper or consignee and arranged by Primorus Worldwide as a customer service. Such limitation of liability shall extend to the selection by Primorus Worldwide 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 Primorus Worldwide. Providers of auxiliary services are contractors for the Shippers or consignee and are not agents for Primorus Worldwide. NOTE: Under no circumstances will the liability of Primorus Worldwide for any monetary loss which is a result of any auxiliary services performed by Primorus Worldwide or is agents be greater than the liability contained in this contract.

**18. HAZARDOUS MATERIALS AND DANGEROUS GOODS:** All packages containing hazardous materials/dangerous goods shall be limited to the materials and quantities authorized for air and ground transport under the U.S. Department of Transportation hazardous materials transportation regulations( 49 C.F.R. 171,172 & 173 ) and the current edition of the International Air Transport Association(I.A.T.A.) Dangerous Goods Regulations (together " Regulations"). Shipper and its agents shall comply with the Regulations regardless of the routing or the mode by which the shipment is transported. Each shipment requiring a Shipper's Declaration for Dangerous Goods under the Regulations shall be accompanied by properly executed documents in conformance with the requirements of the Regulations. If a shipment contains hazardous materials/dangerous goods, the contents shall be –and Shipper hereby certifies they are fully and accurately described on the waybill or other shipping document by proper shipping name and are classified, packaged, marked and labeled, and in proper condition for carriage by air or if tendered for other mode of transportation, then for carriage by such other mode according to the Regulations and any other applicable national governmental regulations. Shipper hereby declares that all the applicable air transport requirements have been met.

**19. LEGAL ACTIONS:** Should Primorus Worldwide successfully defend itself for any legal actions brought by any party with an interest in this shipment, Primorus Worldwide shall be entitled to collect from the Shipper any reasonable attorney fees and costs.

**20. SECURITY:** Shipments are subject to security controls by carriers and where appropriate by government agencies.

**21. WAYBILL CONTRACT:** The terms of this waybill, including these Conditions of Contract of Carriage, shall constitute the contract of carriage between Primorus Worldwide and all parties having an interest in the Shipment and these terms and conditions shall supersede, nullify and prevail over the terms and conditions contained on any bill of lading, waybill, shipping document, shipping receipt, or other purported contract of transportation under which any Shipper, carrier, person or entity undertakes to tender freight to Primorus Worldwide for transportation. The signature of Primorus Worldwide's driver or the driver of any of its agents, on any such document shall be solely for the convenience of the party tendering such Shipment and shall not constitute an acceptance by Primorus Worldwide or Primorus Worldwide's agent of any terms which vary from the terms and conditions set forth herein.

**22. TRANSPORTATION SECURITY ADMINISTRATION ("TSA"):** The TSA requires that Primorus Worldwide refuse to offer air transportation of any cargo where the Shipper does not consent to screening of the cargo. The TSA considers all cargo tendered for air transportation is subject to screening by the forwarder, air carrier or the TSA. Primorus Worldwide the air carriers and the TSA may conduct screening of cargo from the date of agreement of this contract forward. Primorus Worldwide shall not be liable for loss, damage or delay due to opening of cargo, resulting physical inspection or repackaging or any impact on transit times. This consent shall remain in effect for all cargo tendered to Primorus Worldwide. 49 USC 114 authorizes the collection of this information. The information provided will be used to qualify Shipper/customer as a possible "known Shipper". Providing this information is voluntary; however, failure to provide the information will prevent qualifying as a known Shipper. This information will be disclosed to TSA personnel and contractors or other agents including IACs in the maintenance and operation of the known Shipper program. TSA may share the information with airport operators, foreign air carriers, IACs, law enforcement agencies and others in accordance with Privacy Act, 5 USC Section 552a. For additional details see the system of records notice for Transportation Security Threat Assessment (DHS/TSA 002) published in the Federal Register.

**23. ROUTES AND AGENTS:** Primorus Worldwide shall have complete freedom in choosing the means, route and procedure to be followed in the handling, transportation and delivery of the goods. If Shipper requests motor carrier service or if Primorus Worldwide decides that Shipper's shipment should be transported by motor carriage rather than air for all or part of the transportation, Primorus Worldwide shall arrange with authorized motor carrier(s) to perform such transportation, which shall be done either as exempt carrier as defined by 49 U.S.C. @13506(a)(8), or, if not exempt, as "contract carriage" within the meaning of 49 U.S.C. @13102(4)(b) under these terms and conditions. Shipper expressly waives all rights and remedies it may have as to Primorus Worldwide and its appointed motor carriers under 49 U.S.C. Subtitle IV, Part B(excluding @@13703,13706,14101,and 14103) to the full extent permitted by 49 U.S.C. @ 14101(b)(1), each amended from time to time. Advice by Primorus Worldwide to Shipper that a particular person or firm has been selected to render services as to the goods shall not be construed to mean that Primorus Worldwide warrants or represents that such person or firm will render such services.

**Please contact Primorus Worldwide prior to tendering of shipment(s) if you have any concerns or questions in reference to the terms and conditions of Primorus Worldwide stated above.**

**Disclaimer Notice:**

**The COVID-19 pandemic and associated containment measures remain a fluid situation entirely outside of our control. We will continue to take all reasonable measures to mitigate impact to our customers' shipments. Nevertheless, certain service disruptions and/or delays may be unavoidable, for which we will not be liable and which may result in unforeseen extra costs or charges on the customer's account. We specifically reserve any and all rights to use alternative conveyances and routes and to accomplish carriage and delivery at any alternative place in the event of disruption. Please note that otherwise agreed customer schedules and rates may be subject to change and/or temporary surcharges may be applicable, subject to prior customer notice as circumstances may permit. To assist in mitigating any adverse impact and in recognition of restricted capacity under these unprecedented circumstances, we suggest all customers make their bookings with additional advance notice and that customers allow extra time.**

**SIGNATURE:**

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**DATE:**

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