The Shipper agrees that the Shipper has an affirmative non-delegable duty to disclose any and all information required to import, export or enter the goods. Whether in written or electronic format, and all information furnished by Shipper; Shipper shall use reasonable care to insure the correctness of all such information and shall indemnify and hold the Forwarder harmless in preparing and submitting customs entries, export declarations, applications, documentation and/or export data to the United States and/or a third party, the Forwarder relies on the correctness of all documentation, without notice by Forwarder or any of the above mentioned parties. 

In the event of any written contract between shipper and Forwarder, this shipping document supersedes and negates any claim, alleged or asserted oral or written contract, promise, representation or understanding between the parties with respect to this shipment.

Shipper warrants that each package in this shipment is properly and completely described on this shipping document, is properly marked and addressed, is packaged adequately to protect the enclosed goods to ensure safe transportation except as noted, is in good order and condition.

Shortages/Damages
At time of delivery, the consignee must note on the delivery receipt any exceptions to the shipment that would indicate a shortage in the shipment or damage to the freight. The consignee may not inspect the contents of the containers until the consignee signs for the shipment on the delivery receipt. NOTE: Such notations as “subject to inspection” and “subject to recount” are not exceptions.

NOTE: A shipment in which delivery is made in exchange for a clear face receipt is prima facie evidence of having received the shipment in apparent good condition.

Filing a Claim
Any exceptions on air shipments (except concealed loss/damage) must be received in writing by Forwarder within fourteen (14) days after delivery. Legal action to enforce a claim must be brought within one (1) year after the claim has been denied in writing by the Forwarder, in whole or in part. The parties hereto waive all rights and remedies under 49 U.S.C. 14706.

B. Notification of potential claims on ground shipments (except concealed loss/damage) must be received by Forwarder within fifteen (15) days of the date of delivery or, in the event of total loss of the shipment, the date the shipment should have been delivered. Notice of concealed loss/damage must be received in writing by Forwarder within three (3) days after delivery. All claims must be received in writing by Forwarder within nine (9) months of the date of delivery or, in the event of total loss of the shipment, the date the shipment should have been delivered.

NOTE: A claim for loss/damage to any shipment shall be honored until all carriage charges for such shipment have been paid. The amount claimed may not be deducted from carriage charges.

Concealed Damage/Loss
If the consignee accepts the shipment without noting any damage on the delivery record, this will be prima facie evidence that the shipment was delivered in good condition. For the claim to be processed, the shipment, together with the shipping cartons and packaging, must be available for inspection.

Limits of Liability and Limitations Not Assumed
The parties hereto waive all rights and remedies under 49 U.S.C. 14706 (a)(l). Forwarder shall not be liable to any person or firm for any loss of, damage to, or delay in delivering, delivering in good order and condition or paying for merchandise or goods lost, damaged, or delayed in transit, unless such loss, damage or delay results from the fault of the Forwarder.

NOTE: Forwarder’s liability shall in no event exceed the actual invoice value of the goods adversely affected. Forwarder shall not be liable for loss, damage, delay or any loss of any type caused by: Acts of God; public authorities acting with actual or apparent authority; strikes; labor disputes; war; acts of terrorism; war risks;裝卸; acts of war; acts of any government or governmental authority; acts 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 packaging, marking, incomplete/inaccurate shipping instructions and the rules relating to freight not acceptable for transportation or freight acceptable only under certain conditions outlined below.

International Cargo Services of Freight. If the carriage involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention or the Montreal Convention as defined herein, may be applicable. These Conventions govern, and in most cases limit, the liability of Forwarder in respect of loss, damage, or delay to cargo. Under either applicable Convention, liability of Forwarder is limited regardless of the nature of the loss or damage, including and without limitation, for any loss, damage, delay or any loss of any type caused by Acts of God; public authorities acting with actual or apparent authority; strik...
No Duty To Maintain Records For Shipper
Shipper acknowledges that pursuant to Sections 508 and 509 of the Tariff Act, as amended, (19 USC §1508 and 1509) it has the duty and is solely liable for maintaining all records required under the Customs and/or other Laws and Regulations of the United States; unless otherwise agreed to in writing, the Forwarder shall only keep such records that it is required to maintain by Statute(s) and/or Regulation(s), but not act as a “recordkeeper” or “recordkeeping agent” for Shipper.

Obtaining Binding Rulings, Filing Protests, etc.
Unless requested by Shipper in writing and agreed to by Forwarder in writing, Forwarder shall be under no obligation to undertake any pre- or post Customs release action, including, but not limited to, obtaining binding rulings, advising of liquidations, filing of petition(s) and/or protests, etc.

Advancing Money
All charges must be paid by Shipper in advance unless the Forwarder agrees in writing to extend credit to Shipper; the granting of credit to a Shipper in connection with a particular transaction shall not be considered a waiver of this provision by the Forwarder.

General Lien and Right To Sell Shipper’s Property.
(a) Forwarder shall have a general and continuing lien on any and all property of Shipper coming into Forwarder’s actual or constructive possession or control for monies owed to Forwarder with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both;
(b) Forwarder shall provide written notice to Shipper of its intent to exercise such lien, the exact amount of monies due and owing, as well as any on-going storage or other charges; Shipper shall notify all parties having an interest in its shipment(s) of Forwarder’s rights and/or the exercise of such lien.
(c) Unless, within thirty days of receiving notice of lien, Shipper posts cash or letter of credit at sight, or, if the amount due is in dispute, an acceptable bond equal to 110% of the value of the total amount due, in favor of Forwarder, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, Forwarder shall have the right to sell such shipment(s) at public or private sale or auction and any net proceeds remaining thereafter shall be refunded to Shipper.

Collect on Delivery (COD) Service
Unless inserted otherwise on the face of this shipping document, the C.O.D. amount of the shipment shall be deemed to be the declared value for carriage amount. This declared value for carriage amount in excess of $0.50 per pound, per piece, shall be subject to an excess valuation charge. 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 by entering the amount to be collected in the “Shipper’s C.O.D. 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 Handling Instructions” on the front of this shipping document and c) Forwarder and shipper agree that Forwarder does not guarantee nor verify that a check, money order, or cashier’s check or other such financial instrument is valid or negotiable. All payments are collected at shipper’s risk.

Responsibility 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 Forwarder for claims, fines, penalties, damages, costs (storage, handling, reconsignment, return of freight to shipper, etc.) or other sums which may be incurred by Forwarder by reason of any violation of this contract or any other default of the shipper or consignee or their agents. In any dispute involving monies owed to Forwarder, the Forwarder shall be entitled to all costs of collection, including reasonable attorney’s fees and interest at 15% per annum or the highest rate allowed by law, whichever is less, unless a lower amount is agreed to by Forwarder.

Indemnity
Shipper and consignee shall hold Forwarder 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 Forwarder as a Shipper service unless such services are actually performed by Forwarder or its agents. It is the responsibility of the Shipper and its Consignee to know and comply with all licensing, classification, valuation, marking and other Customs requirements, laws, regulations, and rulings enforced by the U.S. and any country having jurisdiction over a shipment, the laws and regulations of any applicable governmental agency and all other requirements, laws and regulations of any applicable country or governmental agency. The shipper and consignee shall be liable, jointly and severally, to pay or indemnify, protect, defend, reimburse and hold R+L Global Logistics harmless from and against any and all claims, liabilities, fines, penalties, damages, costs or other sums (including attorneys' fees and costs) that may be incurred, suffered or disbursed for any violation of any of these Terms, any penalty or sanction imposed by any governmental body, or any other default of the shipper, consignee or such other party with respect to a shipment. Shipper and consignee are responsible for complying with all U.S. Treasury OFAC regulations and sanctions, will indemnify R+L Global Logistics against all costs and penalties incurred as a result of any tender of property to R+L Global Logistics that is blocked by or otherwise contravenes such regulations, and waive any claims of liability against R+L Global Logistics as a result of any blocking of tendered property under such regulations, damage to property in the course of such blocking, or failure to return property blocked in accordance with such regulation.

Right to Inspect/Reject
This shipment is subject to inspection by Forwarder; however, Forwarder is not obligated to perform such inspection. Shipments are subject to security controls by carriers and, where appropriate, by government agencies. Copies of shipping documents will be retained until the shipment is delivered. Forwarder reserves the right to reject a shipment when such shipment would be likely to cause delay or damage to other shipments, equipment, or personnel or if the shipment is prohibited by law, or if the shipment would violate any terms of this waybill or Forwarder’s current Service Guide.

Indirect Air Carrier Standard Security Program
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 consignee, description, and other relevant data will be retained on file.