



Citizens Global Cargo

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TERMS AND CONDITIONS OF CARRIAGE

When ordering **Citizens Global Cargo** services, you as “**Shipper**” are agreeing, on your behalf and on behalf of anyone else with an interest in the **Shipment**, that the **Terms and Conditions** shall apply from the time that **Citizens Global Cargo** accepts the **Shipment** unless otherwise agreed in writing by an authorized officer of **Citizens Global Cargo**

“**Shipment**” means all documents or parcels that travel under one **waybill** and which may be carried by any means **Citizens Global Cargo** chooses, including air, road or any other carrier. A “**waybill**” shall include any label produced by **Citizens Global Cargo** automated systems, **waybill**, or consignment note and shall incorporate these **Terms and Conditions**. Every **Shipment** is transported on a limited liability basis as provided herein. If **Shipper** requires greater protection, then insurance may be arranged at an additional cost. (Please see below for further information). “**CGC**” means any member of the **Citizens Global Cargo Network**.

(Please see below for full details of our terms and conditions)

***Governing Laws:** Any dispute arising under or in any way connected with these **Terms and Conditions** shall be subject, for the benefit of **Citizens Global Cargo**, to the non-exclusive jurisdiction of the courts of, and governed by the law of, the country of origin of the **Shipment** and **Shipper** irrevocably submits to such jurisdiction, unless contrary to applicable law.

***Shipment Insurance:** **Citizens Global Cargo** can arrange insurance for **Shipper** covering the actual cash value in respect of loss of or physical damage to the **Shipment**, provided the **Shipper** elects to insure his or her goods. **Shipment** insurance does not cover indirect loss or damage, or loss or damage caused by delays. This service is optional at **Shipper’s** discretion.

***Shipment Charges:** Charges are calculated according to actual or volume weight and any **Shipment** may be re-weighed and re-measured by **Citizens Global Cargo** to confirm this calculation. **Shipper** shall pay or reimburse **Citizens Global Cargo** for all **Shipment** charges, ancillary charges, duties and taxes owed for services provided by **Citizens Global Cargo** or incurred by **Citizens Global Cargo** on behalf of **Shipper** or **Recipient** or any **Third Party**; and all claims, damages, fines and expenses incurred if the **Shipment** is deemed unacceptable for transport.

***Citizens Global Cargo’s liability:** **Citizens Global Cargo’s Liability** is strictly limited to direct loss and damage only and to the per kilo/lb. limits. All other types of loss or damage are excluded (including but not limited to lost profits, income, interest, future business), whether such loss or damage is special or indirect, and even if the risk of such loss or damage was brought to **Citizens Global Cargo’s** attention before or after acceptance of the **Shipment**. If a **Shipment** combines carriage by air, road or other mode of transport, it shall be deemed to have been carried by air. **Citizens Global Cargo’s Liability** in respect of any one **Shipment** transported, is limited to its actual cash value and shall not exceed:

- \$US .88 cents /kilogram or \$US. 40 cents/lb. for **Shipments** transported by air or other non-road mode of transportation; or
- Up to a maximum of \$400 per shipment if the original invoice is provided at the time **Shipment** is tendered.

- Claims are limited to one claim per **Shipment**, settlement of which will be full and final settlement for all loss or damage in connection therewith. If **Shipper** regards these limits as insufficient it must make a special declaration of value and request insurance or make its own insurance arrangements, failing which shipper assumes all risks of loss or damage.

***Time limit for claims:** All claims must be submitted in writing to **Citizens Global Cargo** within (7) days from the date of delivery of **Shipment**, failing to **Citizens Global Cargo** shall have no liability whatsoever.

Circumstances Beyond Citizens Global Cargo’s Control: **Citizens Global Cargo** is not liable for any loss or damage arising out of circumstances beyond **Citizens Global Cargo’s** control. These include but are not limited to: – electrical or magnetic damage to, or erasure of, electronic or photographic images, data or recordings; any defect or characteristic related to the nature of the **Shipment**, even if known to **Citizens Global Cargo**; any act or omission by a person not employed or contracted by **Citizens Global Cargo**- e.g. **Shipper, Receiver, Third Party, Customs** or **Other Government Official**; “**Force Majeure**” – e.g. earthquake, cyclone, storm, flood, fog, war, plane crash or embargo, riot or civil commotion, industrial action.

***International Conventions:** If the **Shipment** is transported by air and involves an ultimate destination or stop in a country other than the country of departure, the **Montreal Convention**, or **The Warsaw Convention** as applicable, governs. For international road transportation, the **Convention for the International Carriage of Goods by Road (CMR)** may apply. These conventions limit **Citizens Global Cargo’s** liability for loss or damage.

***Shipper’s Warranties and Indemnity:** **Shipper** shall indemnify and hold **Citizens Global Cargo** harmless for any loss or damage arising out of **Shipper’s** failure to comply with any applicable laws or regulations and for **Shipper’s** breach of the following warranties and representations

- All information provided by **shipper** or its **representatives** is complete and accurate;
- The **shipment** was prepared in secured premises by **shipper’s** employees;
- **Shipper** employed reliable staff to prepare the **Shipment**;
- **Shipper** protected the **Shipment** against unauthorized interference during preparation, storage and transportation to **Citizens Global Cargo**;
- The **Shipment** is properly marked and addressed and packed to ensure safe transportation with ordinary care in handling;
- All applicable customs, import, export and other laws and regulations have been complied with;
- The **waybill** has been signed by **Shipper’s** authorized representative and the terms and conditions constitute binding and enforceable obligations of the **shipper**.

***Severability:** The invalidity or unenforceability of any provision shall not affect any other part of these **terms and conditions**.

SIGNATURE / DATE:

