

# MIAMI GLOBAL LINES TERMS AND CONDITIONS

Air Freight | Ocean Freight | Warehousing | Inland Trucking |  
Horse Transportation

## General Terms and Conditions

### 1. Definitions.

“MGL” shall mean Miami Global Lines and its employees, agents or authorized representatives.

“Customer” shall mean the cargo owner or any party who has engaged the services of MGL, and its employees, agents or representatives, as applicable.

“Shipper” or “consignor” shall mean the person tendering goods to MGL for transport or storage and the person for whose account goods are being transported or stored, and any and all agents and/or representatives of the Shipper, including, but not limited to, secured parties, warehousemen, buyers and/or sellers, shipper’s agents, insurers and underwriters, break-bulk agents, and consignees.

“Consignee” or “receiver” means the person named as the “consignee” on any shipper’s instructions, receipt, truck tag, waybill, bill of lading or other document, the owner of the Goods, and all other persons lawfully entitled to possession of the Goods upon delivery.

“Goods”, “cargo”, and “shipment” refers to articles of every kind or description, including their packaging, containers or other shipping units tendered to and accepted by MGL for transportation, storage and/or delivery as described or identified on the face of the waybill.

“Bill of Lading” shall mean a Bill of Lading, Waybill, or similar shipping document used to identify shipments tendered to MGL for transportation.

### 2. Contractual Agreement.

These Terms and Conditions shall constitute a binding contract on all customers using the services of MGL. These Terms and Conditions supersede and negate any claimed, alleged or asserted oral contract, promise, representation or understanding among the parties with respect to services to be performed by MGL.

These Terms and Conditions shall apply to all services provided by MGL, except to the extent contrary to applicable federal or state law, rule or regulation, and/or except to the extent MGL otherwise specifically agrees, in writing.

If there is any conflict or inconsistency between these Terms and Conditions and a Bill of Lading, the Terms and Conditions contained herein shall control and govern.

No employee or agent of MGL is authorized to change, modify or waive any of these Terms and Conditions without the written consent of an authorized executive of MGL.

These Terms and Conditions are subject to amendment by MGL without notice. Any amendment to these Terms and Conditions shall be published on MGL’s website at [www.miamigloballines.com](http://www.miamigloballines.com). The continued use of MGL’s services after publication of the amended Terms and Conditions on MGL’s website shall constitute acceptance of the amended Terms and Conditions.

### 3. Quotations for Container Shipment.

- A. Any quote provided by MGL is exclusive of destination charges, cargo insurance, taxes, duties, title validation, document attestation, demurrage, detention, storage,

additional shipment verification, and any overweight surcharges that may be incurred.

- B. Unless expressly agreed upon by MGL and Customer, MGL’s quotes are calculated on a per container basis.
- C. Charges are subject to V.A.T.O.S. and S.L.A.C.
- D. All surcharges subject to change without any prior notice.
- E. Maximum allowable weight of cargo is 38,000 lbs. / 20’DC; 44,000 lbs. / 40’DC/HC.
- F. MGL’s rates are subject to general rate increases (if applicable), telex fee (if applicable), all destination local charges on consignee’s account, availability of equipment/space, hazardous cargo approval, and any additional charges at cost against official receipts.
- G. Customer may be subject to a per diem shipping line tariff.
- H. Unless expressly agreed upon by MGL and Customer, all charges are invoiced on a prepaid basis.
- I. Customer is responsible for all charges received after the initial invoice, including, but not limited to, truck detention, container per diem, etc.
- J. MGL’s rates are not subject to any commission.
- K. MGL reserves the right to refuse any shipment.

### 4. Quotations for Trucking Shipment.

- A. MGL’s truck detention rates are as follows: 1 hour free live load and thereafter, \$110.00 USD per hour.
- B. Pick-up and drop-off service by MGL shall be charged double of the live-load unless otherwise expressly agreed upon between Customer and MGL.
- C. If chassis are unavailable and must be rented out, then additional charges shall apply.
- D. All trucking shipment quotes include chassis rental fee for one (1) day. All additional days for which a chassis is required shall be invoiced at Thirty Dollars (\$30.00) per day.
- E. Additional charges will apply for any chassis repositioning required.
- F. Per U.S. road weight limitations, the maximum weight of a pay loader per 20’ std is 44,000 lbs. (18,150.00 kgs approx.) with tri axle. All containers must observe these standards.
- G. Loading, lashing and securing cargo is the responsibility of the Shipper.
- H. In the event of early morning appointments for shipment loading, pre-pull charges shall apply as determined by MGL.
- I. If two-stop loading is required, then Customer will only get half an hour free at each stop, totaling one hour for both stops.
- J. For line door movement, cancellation after approval of the shipment shall be subject to a cancellation charge. Once the shipping line assigns a trucker movement, the shipment cannot be cancelled and trucker's charges are applicable. Such charges vary from line to line.
- K. MGL will put its sincere efforts to keep up to the agreed program and schedule but will not be responsible for any direct or indirect losses suffered by the customer for

MGL's inability to keep the schedule due to force majeure reasons or reasons beyond control.

#### **5. Quotation and Charges for Roll On Roll Off (RO RO) Shipment.**

- A. MGL's rates are based on information and/or dimensions supplied by the Shipper and will be subject to change as per final specifications and/or survey at the time of shipment.
- B. Mis-declarations of cargo specifications, including, but not limited to: dimensions, weights, commodity name and function, military/government application, or hazardous materials may result in rate increase or rejection of cargo for loading.
- C. For container shipment of cars and other vehicles, fuel must be drained and batteries must be disconnected. Vehicles should be entirely free of personal effects. No cargo is allowed inside the vehicle.
- D. Machine should be in good working self-propelled condition. In case of any problem i.e. machine does not work at the time of loading, then it shall not be loaded onto the vessel.
- E. Extremely dirty cargo should be washed prior to delivery at the port.
- F. Cargo must have a minimum fuel level of one quarter (1/4) tank at the time of cargo delivery. If cargo does not have sufficient fuel at time of delivery, the stevedore shall charge the Shipper directly for fueling the vehicle to meet minimum requirements.
- G. MGL's rates are not subject to any commission.
- H. MGL reserves the right to refuse any shipment.

#### **6. Break Bulk Shipments.**

- A. The shipper is wholly responsible to ensure the suitability of break bulk cargo for transport.
- B. All lashing points on the cargo, or its packaging, shall be of sufficient number and strength, for its characteristics and weight, to withstand loading, discharging and ocean passage.
- C. Any cargo stowed within outer protective packaging should be adequately lashed within it, to prevent its movement during cargo handling and whilst on the ocean passage. Cargo must be free of oil and fluid leaks.
- D. If any unit is suspected as a fire risk prior to loading, or becomes a fire risk during the passage, MGL has the right to discharge the unit immediately and refuse onward shipment.
- E. All loading and unloading of cargo, onto and off a mafi, will be Shipper's or Consignee's own expense. Cargo must be collected and stripped from the mafi trailer promptly upon discharge.
- F. MGL's rates are not subject to any commission.
- G. MGL reserves the right to refuse any shipment.

#### **7. Invoice and Payment.**

- A. All invoices are due and payable upon receipt.
- B. In the event payment of invoice is not received within fourteen (14) calendar days of receipt, invoices will be

considered past due and any payments made thereafter shall be considered a late payment.

- C. For past due invoices and late payments, annual interest of 12% shall run from the date such payment was due and shall be added to all outstanding amounts. In the event it becomes necessary to commence a lawsuit to recover past due invoices or late payments, MGL will be entitled to recover from Customer reasonable attorneys' fees and costs incurred in the collection of these invoices.
- D. If Customer disputes any charges by MGL, Customer shall give notice of such dispute in writing to MGL within fourteen (14) calendar days of receipt of the invoice by Customer.
- E. Cargo will not be released to Customer until received payment clears with MGL. Cargo will not be released against copies of proof of payment such as a check or wire transfer.

#### **8. Booking Confirmation.**

- A. Customer's signature, by written, electronic, or faxed means, confirms its acceptance of the quote provided by MGL and constitutes a binding contract.
- B. If Customer fails to formally accept the quote provided by MGL, but nonetheless engages MGL's services, then it shall be deemed acceptance of the provided quote and these Terms and Conditions.
- C. Customer shall submit Bill of Lading instructions one (1) business day prior to the indicated cut-off date. Late Bill of Lading submissions shall result in a late fee of One Hundred Dollars (\$100).
- D. Amendments to the Bill of Lading may be subject to additional fees pursuant to the carrier's tariff.
- E. Pursuant to the Bill of Lading, each package or container is covered for \$ 500.00. Customer has the sole responsibility for obtaining insurance, through MGL or otherwise, for its cargo.
- F. Each booking is subject to equipment and space availability.
- G. The Packing List shall specify the number of packages per container for Full Container Load (FCL) cargo; documents must be placed on the inner side of the door to each container. For Consol containers, documents must be attached to the goods or the package.
- H. By accepting a booking, the Shipper / USPPI (U.S. Principal Party in Interest) / Exporter confirms that the cargo to be transported does not contain arms, ammunition, narcotics or any illegal commodity and that the cargo being exported is in accordance with the Export Administration regulations. Diversion contrary to U.S. law is prohibited.
- I. Shipper confirms that commodities, technology or software exported from the U.S. is in accordance with Export Administration Regulations, 15 C.F.R. § 730 et seq. Diversion contrary to U.S. law is prohibited.
- J. Shipper and Exporter acknowledge and represent that they are fully aware of U.S. laws and regulations of exports.

K. Shipper acknowledges and represents that Cargo is destined for the country of destination declared only.

## 9. Customs Clearance.

- A. For all U.S. outbound containers and other consignments on hold by U.S. customs, Customer/Shipper/USPPI is responsible for all costs associated with customs, including but not limited to, custom inspection, gate out, carrier container detention, port storage and port demurrages wherever applicable.
- B. In tendering goods to MGL for shipment, Customer appoints MGL as its agent solely for performance of customs clearance and certifies MGL as the nominal consignee for the purpose of designating a customs broker to perform customs clearance. In the event local authorities require additional documentation confirming MGL's appointment as agent, it is the Customer's sole responsibility to provide the necessary and proper documentation.
- C. Customer warrants its compliance with all applicable laws, rules and regulations, including but not limited to customs laws; import, export and re-export laws; and governmental regulations of any country to, from, through, or over which Customer's shipment may be carried. MGL assumes no liability for any losses or expenses resulting from a failure to comply with this provision.
- D. Customer is responsible for all additional charges; including transportation charges and all duties, customs assessments, governmental penalties and fines, taxes and our attorneys' fees and legal costs, related to this shipment.
- E. All import cargo arriving in Pakistani ports must be accompanied with a copy of the Invoice and Packing List, and a bolt seal.
- F. Pursuant to India's custom requirements, all import cargo arriving in India must have a bolt seal.
- G. Customer represents that cargo meets the custom requirements of the destination port.

## 10. Export Control.

- A. Customer authorizes MGL to act as forwarding agent for Customer for export control and customs purposes.
- B. Customer certifies that all statements and information contained in the Bill of Lading and any accompanying documents relating to exportation are true and correct. Customer understands that civil and criminal penalties, including forfeiture and sale, may be imposed for making false or fraudulent statements, for violation of any United States Laws or exportation, including but not limited to 13 USC Sec. 305, 22 USC Sec. 401, 18 USC Sec. 1001, and 50 USC App, 2410; or the violation of export laws of other countries.

## 11. Inspections.

- A. MGL may, but shall not be obligated to, inspect any shipment. Additionally, all shipments may be subject to inspection by the carrier(s) or their agent(s), government

officials, or personnel authorized by the government to inspect shipments.

- B. With regard to air shipments, pursuant to TSA regulations, all shipments transported on aircraft are subject to inspection or search by MGL, its agents, government officials or other authorized personnel to ensure the security and safety of any aircraft and its passengers. If Customer does not consent to the search or inspection of its cargo, it cannot be offered for transport or be transported on any aircraft.

## 12. Assumed Liabilities; Indemnification.

- A. MGL shall not be liable for any delay, loss, damage, mis-delivery, non-delivery, missed pickup, or other result caused by or resulting in:
  - i. The act, default or omission of the Shipper, Consignee or any other party claiming an interest in the shipment including, but not limited to, incorrect declaration of cargo, improper or insufficient packing, securing, marking or addressing of Customer's shipment, or for the acts or omissions of the recipient.
  - ii. The nature of the shipment or any defect, characteristics or inherent fault thereof.
  - iii. Failure of the Shipper or Consignee to observe any of the rules contained in these Terms and Conditions.
  - iv. Acts of God, weather conditions, mechanical delay of aircraft or other equipment failures, perils of the air, public enemies, public authorities acting with actual or apparent authority, acts or omission of custom officials, authority of law, quarantine, war, riots, strikes or civil commotion.
  - v. Acts or omissions of any person other than MGL including delivery instructions from the Shipper or Consignee complied with by MGL.
  - vi. Shipments released without obtaining a signature at residential addresses, and at nonresidential addresses if a signature release is on file.
- B. Notwithstanding anything to the contrary herein, MGL shall not be liable to the shipper or to any other person for any mis-delivery, missed pickup, non-delivery, delay, damage or loss of whatever nature arising out of or in connection with the shipment or other services performed by MGL, unless such damage is proven to have been caused by MGL's gross negligence and there has been no contributory negligence on the part of the Shipper, Consignee or other claimant.
- C. The Customer and Shipper hereby agree to indemnify MGL for any losses, damages, costs, expenses (including reasonable attorneys' fees) or claims suffered by MGL due to MGL's providing services to the Customer or Shipper, as applicable; provided that, such losses, damages or claims are not a result of MGL's gross negligence.

**13. Non payment by Customer.**

- A. MGL shall have a lien on the shipment for all sums due and payable including past due charges. In the event of non-payment of any sum, the shipment may be held by MGL and be subject to storage and/or disposed of at public or private sale, with notice to Shipper or Consignee, paying MGL out of the proceeds of such sale all sums due and payable including storage charges. The Shipper and/or Consignee shall continue to be liable for the balance of any unpaid charges payable on account of the shipment.
- B. Both Shipper and Consignee are jointly and severally liable for the payment of any sums due and payable.

**14. Forum Selection and Choice of Law; Additional Terms.**

- A. Any claim, dispute or litigation relating to these Terms and Conditions, any shipment scheduled or tendered through MGL, or relating to any and all disputes between MGL and the Customer, Shipper and/or Consignee and/or brokers for any Customer, Shipper and/or Consignee, shall be filed in the Superior Court of New Jersey, Middlesex County or in the United States District Court for the District of New Jersey, and shall be subject to New Jersey law without reference to its choice of law principles.
- B. If any provision of these Terms and Conditions shall be invalid or unenforceable, the remaining provisions shall not be affected thereby, and shall remain in full force and effect.
- C. MGL's failure to require strict compliance with these Terms and Conditions shall not constitute a waiver or estoppel to later demand strict compliance with that or any other provision herein.