

## Terms and Conditions

1. We, our and us refer to United Cargo Logistic Incorporated (UCL Inc.), its employees, and agents. You and your refer to the sender, its employees, and agents.
2. UCL Inc.'s terms and conditions of contract and liability supersedes any/all Bill of lading, invoices or packing slips used as shipping invoices by a customer for the express purpose of moving product from point of origin to point of destination. This includes all carriers and their Agents bills of lading that carry the property herein or perform any other services incidental to such carriage on behalf of UCL Inc.
3. By tendering your package or signing on UCL Inc.'s cargo receipt you agree to all the terms listed here. You also agree to these terms on behalf of any third party with an interest in the package. Bills other than UCL Inc.'s cargo receipt shall not be honored for its face value other than number of package and weight of the shipment. Any other specifics must be written on UCL Inc.'s cargo receipt such as COD, Declared Value or any other conditions. If there is a conflict between our terms and conditions and any other bills of lading, the UCL Inc. terms and condition will control. No one is authorized to change the terms in this agreement.
4. By signing on UCL Inc.'s bill of lading at the time of delivery, you agree to all the terms listed here. By signing, you acknowledge the delivery of your shipment was in good order therefore waiving all the right to seek compensation for any discoveries of loss made after the delivery is completed.
5. Shipments must be packaged to protect the goods enclosed therein and to insure safe transportation under ordinary care in handling. The packages must be appropriately and accurately labeled, and they must be in good order for carriage. UCL Inc. will not be liable for "shipments" which are improperly packaged or exceeds weight limit allowed by the industry. Also, if you omit the number of packages and/or weight per package, bill of lading will be prepared at our best estimate of the number of packages we received and/or an estimated default weight per package as determined by us.
6. We may at our option open and inspect your packages before or after you give them to us to deliver.
7. UCL Inc. will not be responsible for any loss or damage pertaining to acts of God, including but not limited to floods, fire, earthquake, mud slides and lightning, acts of the public enemy, riots or strikes, and acts of public authority, the act or default of the shipper or owner, or the inherent nature of goods.
8. UCL Inc. will not be responsible for loss of profit due to delay. UCL Inc. will not be liable for delay in any seasonal goods or time sensitive merchandises.
9. UCL Inc. will not be liable for special or consequential damages. Including but not limited to duties paid, air freight charges for replacement orders, fees or penalties due to job or production shutdowns which results from on time service failure or any other special or unusual monetary damages not listed herein.
10. Maximum liability for any shipment is not to exceed 50 cents per pound or \$50 per shipment, which ever is greater. Declaring the desired value on the bill of lading at the time of the shipment may purchase a higher coverage. Additional coverage may be purchased at 40cents per every \$100 declared value. Declare value charge is responsible by the party paying the freight charge. Additional charge will apply when declared value is higher than \$65 per pound. Higher than \$65 per pound shipment is considered high value shipment. High value shipment is charged 95 cents per every \$100 declared values.
11. UCL Inc. liability will default to that of a warehouseman in the event of non-delivery or non-acceptance of delivery either by shipper or consignee through no fault of the carrier after offer of delivery or notification thereof has been attempted. Liability as a warehouseman begins at the time the property becomes undeliverable and ends when disposition is accomplished. Warehouseman monetary liability is not to exceed \$.50 cents per pound or \$50 per shipment.
12. Undelivered or unclaimed shipments shall be subject to storage charges of 15 cents per pound or a minimum charge of \$6.00 per day; whichever amount is greater. Charges will begin the date customer has been offered a shipment for delivery and through no fault of UCL Inc. shipment is either refused or unclaimed.
13. Any claim in process or pending is nullified if the shipment is recovered and returned to shipper or consignee before reimbursement.
14. Any unclaimed or refused shipment, which is not resolved within 48 hours of notification, will have an undelivered freight notice issued: known as an "On Hold Notice". This notice shall be sent via electronic mail, text message, fax, telephone confirmation, or U.S. mail to either shipper or consignee for disposition. If disposition of shipment is not received within 30 days of receipt of notice, the shipment will be subject to disposal or public auction at UCL Inc. discretion. Also, until the disposition of shipment is determined, storage charges will accrue as indicated on term 12.
15. Claims filed against UCL Inc. for reason of loss or damage must be filed in writing within 9 months after delivery, except claims for failure to make delivery, which must be filed within 9 months after a reasonable time for delivery have elapsed. When claims are not filed in accordance with the forgoing provisions, UCL Inc. shall not be liable and such claims will not be paid.
16. On any shipment where a claim has been filed, there will be no settlement made until all freight charges have been paid in full.
17. UCL Inc. will handle collect on delivery shipment, known as COD. An area is dedicated on UCL Inc.'s cargo receipt marked "COD" with the space to indicate the amount to be collected. Unless marked otherwise on the COD declaration area, a customer's company check will be accepted as payment for shipper's COD.
18. All checks and money orders are collected at the shipper's own risk, including risk of nonpayment, forgery or counterfeit checks (Cashier's checks, cash, traveler's check or money order). Performance of the COD services will not constitute UCL Inc. as the shipper's agent for any purpose. A request from shipper for collection of certified funds for a COD shipment is accepted by UCL Inc. as courtesy only. (Certified funds are not guaranteed to be collected). In the event certified funds are not collected, UCL Inc. will not be held liable for restitution of funds.
19. A fee for handling COD shipments will be added to our freight bills. This fee will be based on 1% of the actual COD amount per Bill of lading, with a minimum charge of \$10.00 unless different fee amounts are negotiated as specified in a separate written agreement made prior to the movement of the shipment.
20. UCL Inc. does handle hazardous material of any kind. If a hazardous material is moved without prior notice or agreement, UCL Inc. has rights to destroy the hazmat at no liability or any compensation to the owner of the good(s). All flammable or any other material that needs special handling is considered hazardous.
21. UCL Inc. will add extra charges when necessary for services required or requested outside of normal pick up and delivery area and procedures. A list of services and fees requiring additional charges is titled "Surcharge Definitions". These definitions are listed below.
  - Zone B within 20 miles 3cents per lbs. or \$35 minimum
  - Zone C within 30 miles 4cents per lbs. or \$45 minimum
  - Zone D within 40 miles 5cents per lbs. or \$55 minimum
  - Zone E within 50 miles 6cents per lbs. or \$65 minimum
  - Zone F above 50 miles spot rates available
  - Residential area delivery fee 10 cents per lbs. or \$50 minimum per delivery
  - Inside delivery fee: 10 cents per lbs or \$50 minimum
  - Hotel and convention center delivery 25center per Lbs or \$85 minimum
  - Waiting time charges \$60.00 first hour and \$15 every 15minutes thereafter.
  - Lift gate fee of \$35 per delivery
  - Pallet jack fee of \$25 per delivery
  - Fuel surcharge based on US Average Index (Index Comparison Chart Available on [www.uclinc.com](http://www.uclinc.com))
22. Rates are subject to dimensional considerations and are determined by multiplying height x width x length in inches and by 194. The result figure gives you a chargeable density rate factor of at least 8.9 pounds per cubic foot. Dimensional weight is applied without notification when necessary.
23. When proof of delivery or proof of COD payment is requested by you, there will be a charge of \$15.00 per request. The fee applies to any and all request on shipments and deliveries made more than 30days prior to the date of request. Fee is **not** refundable
24. When COD insertion request is made after package has been pick-up by UCL Inc. There will be \$10.00 service charge and must be paid by party requesting such service. Request must be made in writing to UCL Inc. at least one day prior to delivery date. The request does not guarantee collection of COD and UCL Inc. is not liable for failure of collection.
25. COD checks will be delivered via U.S. mail. UCL Inc. is not liable for any lost check(s), money order(s) and cashiers check or delay in delivery time due to negligence of U.S. postal service. COD(s) may be held for pick up at your request.
26. When the consignee refuses a shipment from the shipper, shipper is ultimately responsible for all freight charges. Including but not limited to round trip charge, storage charge as specified in term 12, declare value charges etc.
27. Any returned check for freight charges due to non-sufficient fund, stop payment or cancelled payment will incur \$35 processing fee per returned check.
28. We reserve the right to reject any shipment at our discretion.

### DISCLAIMER AND LIMITATION OF LIABILITY FOR SHOW/CONVENTION FREIGHT

29. **UNDER NO CIRCUMSTANCES WILL UCL, INC. BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL INDIRECT OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR INCOME. UCL, INC. SHALL BE LIABLE, SUBJECT TO THE LIMITATIONS CONTAINED HEREIN, FOR LOSS OR DAMAGE TO GOODS ONLY IF SUCH**

**LOSS OR DAMAGE IS CAUSED BY THE DIRECT NEGLIGENCE OR WILLFUL MISCONDUCT OF UCL, INC. CLAIMS PRESENTED FOR LOSS OR DAMAGE ARISING OUT OF INCIDENTS REFERENCED HEREIN WILL BE DENIED.**

30. Condition of Goods: UCL, INC. shall not be liable for damage, loss, or delay to uncrated freight, freight improperly packed, glass breakage or concealed damage. UCL, INC. shall not be liable for ordinary wear and tear in handling of Goods or for damage to shrink wrapped Goods. All Goods shall be able to withstand handling by heavy equipment such as forklifts or dollies. It is the Customer's responsibility to ensure that Goods are packaged properly prior to tendering.
31. Transfer of liability: UCL, INC. shall not be responsible for any loss or damages upon obtaining a receipt from UCL on shipments delivered in good order. Customers must file claims with UCL on all loss or damages.
32. Sole Relief: If found liable for any loss, UCL, INC.' sole and exclusive maximum liability for loss or damage to Customer's Goods is limited to \$.50 (USD) per pound with a maximum liability of \$100.00 (USD) per (container, pallet, crate), or \$1500 (USD) per shipment whichever is LESS.
33. Forfeiture right to declare value: UCL, Inc. shall not accept declared value purchase seeking coverage for damage, loss, pilferage, concealed loss and damages. All claims are limited to terms and conditions mentioned above.

All terms and rate are subject to change without prior notice.

United Cargo Logistic Incorporated

Revised Jan 2019