

- 1) In tendering the shipment described herein for carriage, Shipper agrees to these Terms and Conditions of Contract which no agent or employee of the parties may alter, and that this waybill is non-negotiable and has been prepared by him or on his behalf.
- 2) It is mutually agreed that the shipment described herein is accepted on the date hereof in apparent good order except as noted (contents and condition of contents of packages unknown) for carriage, subject to governing classifications and tariffs in effect as of the date hereof. Said classifications and tariffs are available for inspection by the parties hereto and are hereby incorporated into and made part of this contract. Tariffs will not apply when quotations are given by carrier for an individual shipment.
- 3) Shipper must enter the amount of any shipper's C.O.D, which shall be collected subject to the fee and rules of the delivering carrier.
- 4) Carrier's routing applies unless Shipper inserts specific routing.
- 5) Delivery will be made by the delivering carrier to the Consignee at a point where delivery service is available, unless instructions to deliver at city terminal or airport terminal are specified by Shipper under Special Instruction.
- 6) If Dimensional Weight applies, show dimensions in inches on waybill Thus: Length x Width x Depth = Cubic inches
- 7) PEGASUS Logistics Group will not be responsible for any consequential damages resulting from loss or delay of shipment. Under no circumstances, including but not limited to, loss of income or profits, will carrier's liability be greater than the actual value of the cargo which may have been lost or damaged.
- 8) Shipper agrees by signing the waybill to be responsible for all freight charges if unable to collect from consignee or third party within 30 days from invoice date.
- 9) Formal claims for damage or loss must be made within 270 days after delivery or scheduled delivery. Notice of intent for concealed damage must be made within five (5) days of receipt and consignee must retain original shipping carton and contents and make them available for inspection. Claims for overcharges must be presented to PEGASUS Logistics Group, within 90 days of the shipping date.

- 10) Cargo liability insurance is not automatically provided. Insured value is not to exceed the actual value of the goods. Shipments (insured and uninsured) must be packed to withstand the normal hazards of transportation for any claim to be valid. Insurance is not available for furs, gold or other precious metals, works of art, personal effects, household goods, or certain other commodities.
- 11) Declared Value Coverage raises the financial legal liability of a carrier beyond the limitations stated on the carrier's or forwarder's freight bill, tariff or other contract of carriage. The following conditions apply to Declared Value Coverage:
- a. Coverage must be requested, and any additional fee agreed to prior to transportation
 - b. Declaring value takes liability amount up to the amount declared
 - c. The claimant must prove the measure of damages claimed
 - d. Shipper must also provide proof of the shipment's value
 - e. Should loss or damage occur, the amount of payment cannot exceed the amount of requested declared value

12) LIABILITY

- a. US DOMESTIC – Unless shipper states a Declared Value on the tendering BOL and agrees to pay the additional “Declared Value Fee”, Pegasus’ liability for lost or damaged goods in transit within the US is limited to the greater of \$0.50 per actual pound per piece lost or damaged or \$50.00.
- b. INTERNATIONAL AIR - Unless shipper states a Declared Value on the tendering BOL and agrees to pay the additional “Declared Value Fee”, Pegasus’ liability for lost or damaged goods in transit is limited 19 SDRs (Special Drawing Rights) per kilogram as stipulated in the Montreal Convention of 1999.
- c. INTERNATIONAL GROUND to/from CANADA - Unless shipper states a Declared Value on the tendering BOL and agrees to pay the additional “Declared Value Fee”, Pegasus’ liability for lost or damaged goods in transit via ground between the US and Canada is limited to \$25.00 per 100 pounds.
- d. INTERNATIONAL GROUND to/from MEXICO - Unless shipper states a Declared Value on the tendering BOL and agrees to pay the additional “Declared Value Fee”, Pegasus’ liability for lost or damaged goods in transit via ground between the US and Canada is limited to \$25.00 per Metric Ton (2200 pounds).
- e. INTERNATIONAL OCEAN - Unless shipper states a Declared Value on the tendering BOL and agrees to pay the additional “Declared Value Fee”, Pegasus’ liability for lost or damaged goods in transit via ocean is limited to \$500.00 per container or other shipping unit in compliance with the US Carrier of Goods by Sea Act (COGSA).



Terms and Conditions

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- f. WAREHOUSING – Unless otherwise addressed in a fully executed Warehousing Agreement, Pegasus' liability for loss or damage while in Pegasus care, custody and control is limited to the greater of \$5.00 per actual pound or \$5,000.00 per occurrence.
- 13) The Shipper shall comply with all applicable laws and government regulations of any country to, from, through or over which the goods may be carried, including those relating to the packing, carriage or delivery of the goods, and shall furnish such information and attach such documents to this waybill as may be necessary to comply with such laws and regulations. Carrier is not liable to the shipper for loss or expense due to the shipper's failure to comply with this provision.