



OTI# 18191N / FMC #1701

## TERMS AND CONDITIONS WWS # 001-032017

### U.S. CUSTOMS DOCUMENTATION AND RULES OF ENFORCEMENT

It is the full responsibility of the Cargo Owner to provide complete and proper documentation and information required for the shipment to take place within the laws and regulations as set forth by all applicable U.S. Governing agencies

Your vehicle must be cleared through U.S. Customs for export. With exception of shipment from MIAMI port, (Instructions for shipment from Miami, will be provided separately) it is imperative the **ORIGINAL VEHICLE TITLE** be presented to U.S. Customs and in the same name as the Shipper / Exporter.

If the title is not in the same name as the Shipper / Exporter, the title must be properly signed and transferred over to the new owner on the back of the title AND must be accompanied by a Bill of Sale, which should show paid in full / or a zero-amount owed. (required only at some ports).

For vehicles which have a lien on them, it is your responsibility to assure that the appropriate authorization to ship letter as described in 19 CFR Part 192.2 is provided by the Lien holder for submission to U.S. Customs for export.

Incomplete or incorrect documents rejected by customs may cause the vehicle to not load onto the booked vessel, thus causing delay in receiving the return of the original documents and fines and penalties imposed by customs.

Trans Global will not accept responsibility for the rejection of customs documentation for any reason. Any questions or doubts concerning this regulation, please visit [www.cbp.gov](http://www.cbp.gov) and search for 19 CFR Part 192.2 - Requirements for Exportation.

Shipping charges provided prior to the actual shipment does not include possible U.S. customs x-ray exams or U.S. customs inspections. If a U.S. customs inspection occurs, all charges are payable by the cargo owner / shipper and U.S. customs will not release cargo for exportation until such charges are paid.

Trans Global enforces and will follow all rules and regulations set forth by U.S. Customs, Department of Homeland Security, U.S. Coast Guard, AES, FMC, Port Authorities and others. Any possible charges that may arise by any of the above or other U.S. Regulative Authority will be charged to and at the expense of the Cargo Owner.

### VEHICLE PREPARATION – RO/RO

The vehicle cannot be used to carry personal effects. Only factory issued items can be shipped with the vehicle. **Vehicles cannot contain more than ¼ of a tank of fuel.** Those vehicles containing more than ¼ tank of fuel are subject to draining to comply with the Federal Maritime laws and will be done at the expense of the owner/shipper or consignee. The shipper warrants antifreeze protection of the engine's cooling systems down to temperatures below zero. No paints, cleaning supplies, aerosol cans, or other hazardous fluids can be left or shipped with the vehicle. Vehicles should be clean and free of all soil and debris. **License plates should be removed and carried with you.**

Non-running vehicles will not be accepted for shipment unless prior approval is obtained and the appropriate charges are applied and paid. Trans Global and/or their agents will not accept liability for any mechanical defects of engine, dead battery, transmission, clutch and/or electrical system failure.

All vehicles must have fully functioning service and parking brakes, no noticeable fluid leaks, and/or any major cracks in the windshield.



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## **VEHICLE PREPARATION – CONTAINER**

Personal effects when left in the vehicle are left at your own risk and Trans Global will not accept liability for the condition or missing items. Marine Insurance can be provided for personal effects inventoried, boxed, declared and vessel manifested.

No paints, cleaning supplies, aerosol cans, or other hazardous fluids can be left or shipped with the vehicle. **Vehicles cannot contain more than 1/8 of a tank of fuel, vehicles delivered with more than 1/8 tank of fuel will be subject to draining or running / idling the vehicle to the required level.** The shipper warrants antifreeze protection of the engine's cooling systems down to temperatures below zero. Vehicles should be clean and free of all soil and debris. **License plates should be removed and carried with you.**

Non-running vehicles can be accepted for shipment with prior approval. Additional charges may apply for non-running vehicles. Trans Global and/or their agents will not accept liability for any mechanical defects of engine, dead battery, transmission, clutch and/or electrical system. Vehicles must not have any fluid leaks. Any possible damages caused to a container, or other property in the container due to a fluid leak, **the cargo owner will be held responsible for any claim for damage.**

## **RATES PROVIDED**

Rates provided are valid for 30 days and are subject to Vessel Space Availability and Vessel Sailings. Rates must be reconfirmed for shipments taking place after 30 days. Please note that by providing a SLI or Booking Request Form more than 30 days prior to a shipment, will not eliminate or protect you against a possible General Rate Increase (GRI).

Rates provided do not include destination port charges, container unloading or service fees at the destination port of arrival, unless otherwise arranged and paid for prior to shipment. Rates provided do not include customs duty or sales taxes if applicable. Storage charges, if incurred, will be to the account of the customer.

\* Original title documents cannot be sent by regular mail to an overseas address and must be sent by courier. Courier charges, if needed, will be a **minimum** of \$30.00 (depending on the destination country) for an up to 8 oz. FEDEX Letter packet. If documentation being sent exceeds the 8-oz. limit, the charge will be as per outlay and will be due at time of shipment. Customers can request documents to be sent via their own courier service by providing us with their account number.

## **INLAND TRANSPORTATION SERVICES**

Residential pick up and deliveries can only be accomplished if a car carrier can safely load or unload at your place of residence. If you live in an area a car carrier is not allowed to enter or is not considered safe by the driver, you may be required to meet the truck / driver at a nearby area considered safe for loading / unloading of your vehicle.

**Dry Runs will be charged.** It is imperative that you provide us with correct information, such as vehicle availability dates, correct address, and point of contact person and telephone numbers. If a truck is dispatched to your pick-up address and if a vehicle is found to not be available or not in a running / operative condition upon a truck arrival, there will be a Dry Run charge.

Trucking pick up / delivery dates and vessel sailings are approximate and cannot be guaranteed. A vessels time of departure and arrival can only be estimated. Please note that if an arrival is delayed for any reason, Trans Global will not reimburse any claim submitted for a rental vehicle or other expense due to the late arrival of a vessel. When a steamship line does not load cargo that has been booked to a particular vessel, Trans Global has no control over the vessel loadings and therefore will not reimburse any claim submitted due to the non- loading or short shipment of cargo.



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### VESSEL SAILINGS AND TRANSIT TIMES

Trans Global has no control over a Vessel Carrier canceling or discontinuing a port call sailing or deciding that they will not call a certain overseas port. Trans Global will not accept responsibility or liability in the case of a discontinued service, which can happen without notice from the steamship line.

Vessel sailings and transit times are approximate and cannot be guaranteed. Please note that if an arrival is delayed for any reason, Trans Global will not reimburse any claim submitted for a rental vehicle or other expense due to the late arrival of a vessel. When a steamship line does not load cargo that has been booked to a particular vessel, Trans Global has no control over the vessel loadings and therefore will not reimburse any claim submitted due to the non-loading or short shipment of cargo.

### LCL / SHARED CONTAINER SHIPMENTS

Transit times cannot be guaranteed for Less than Full Container Loads - LCL / Shared Container shipments. Shipments will load and sail as soon as enough cargo is received to make a FCL – Full Container Load.

**MARINE INSURANCE** is recommended and is the type of insurance you need during the shipment of your vehicle. It is the car owner's responsibility to assure that the cargo being shipped has the appropriate marine insurance coverage during the shipment. Trans Global Auto Logistics, Inc. and their agents are acting only as Transportation Service Providers and are not to be held responsible for any loss or damage to any vehicle or contents or for delay in delivery thereof to destination.

Trans Global undertakes only to use reasonable care in the selection of carriers, transporters, forwarders and others to whom it may entrust the goods for transportation, handling and/or storage or otherwise and Trans Global is authorized to select such persons as required to receive, forward, transport, store, deal with and deliver the goods, all of whom shall be considered as having been retained by the Car Owner. Trans Global and/or its agents make arrangements for the transportation at the risk of the owner/shipper, subject to the conditions of the ocean carrier's Bill of Lading. Please note the Maximum Liability per the U.S. Carriage of Goods By Sea Act (U.S.COGSA) will be \$500 per unit. A long form of the Terms and Conditions of the Bill of Lading can be provided upon request and can be found in long form on our website at [www.tgal.us](http://www.tgal.us). Claims for dead batteries, Acts of God, mechanical, product failure, signs of normal wear and tear, such as small scratches, dings, etc., will not be accepted for payment. ***Because your vehicle may be subject to environmental changes, such as a Tropical Environment, extreme areas of dampness and/or inclement weather, in the case of a mold growth (fungi) inside your vehicle, Trans Global or their Agents cannot accept responsibility or liability. You should inquire with your insurance company prior to shipment to assure you have proper insurance coverage and to research ways to prevent mold growth and recommended cleaning methods used where mold may occur.***

Your normal driving insurance usually does not include Marine Insurance. Please check with your insurance company to see if they already have included marine coverage within your current policy. Please inform your insurance company of the planned shipment.

Trans Global can provide you with Marine Insurance coverage to most destinations, if your current insurance carrier cannot. Please contact us at 972 602 1670 or via email at [info@tgal.us](mailto:info@tgal.us) and a premium rate can be given to most country destinations. Marine Insurance will be provided only if requested and paid for at time of shipment. Marine Insurance cannot be provided for shipments already in progress. Trans Global will not accept any claims for payment or reimbursement of the Marine Insurance deductible.

### CLAIMS and LIMITATION OF ACTIONS (Instructions for filing a claim can be found on our website)

Unless subject to a specific statute or international convention, all claims against Trans Global for a potential or actual loss, must be made in writing and received by Trans Global within ninety (90) days of the event giving rise to claim; the failure to give Trans Global timely notice shall be a complete defense to any suit or action commenced by the Customer.

- a. For claims arising out of ocean transportation, the COGSA – Carriage of Goods By Sea Act will be the governing source and all claims made against the Ocean carrier must be made within (1) one year from the date of the loss

- b. For claims arising out of the preparation and/or submission of an import entry, within seventy-five (75) days from the date of liquidation of the entry.

### **DELAYED RORO VESSEL BOOKINGS**

For cargo which cannot be delivered to the port by the vessel cutoff date, you will need to inform us at least 5 working days prior to the required port cut off delivery date. If we are informed within 5 working days prior to vessel cut off, your file will be put in a "Pending" state and you will not be penalized. Any deposit paid will be applied to the shipment once it takes place. No shows and rolled bookings without notice, will result in a \$75 charge due to AES change / cancellation and/or update requirements.

### **DESTINATION COUNTRY IMPORT REGULATIONS**

It is the consignee / car owner's responsibility to assure that all Import regulations are met at the destination country. It is the sole responsibility of the car owner to assure that the vehicle(s) can be imported into the destination country. Trans Global will not accept any liability for regulations preventing the cargo into the destination country. Any fines or other costs incurred will be at the expense of the car owner. Any costs incurred to return cargo to the U.S. will be at the sole expense of the car owner.

If you are not sure if your car(s) can be imported, we suggest that you contact the Consulate of that country, who will provide you with their vehicle importation laws, regulations and vehicle importation requirements.

### **AUSTRALIA AND NEW ZEALAND SHIPMENTS**

All cargo destined to Australia and NZ are subject to import permits and AQIS inspection and requirements. It is the cargo owner's responsibility to assure all required import permits are obtained prior to shipment. Links to the Australian and New Zealand Government websites are provided on our website.

Trans Global can arrange and offer cleaning services prior to shipment, however, we cannot guarantee cargo cleaned in the U.S. will meet the Australian and New Zealand Agriculture cleanliness requirements. Cargo subject to Quarantine and all costs for quarantine, inspection and cleaning cargo at the destination port of arrival are at the sole expense of the cargo owner.

### **REQUEST FOR BOL CHANGES OR TELEX RELEASE CHARGES**

Please make sure when providing your shipping instructions to us the Shipper / Consignee and Notify party are correct. Bill of Lading Instructions are provided to the steamship line, at least 72 hours prior to a vessels scheduled departure, any requests for changes to the Bill of Lading may result in an additional charge, to be advised at the time of request.

### **HIGH AND HEAVY CARGO**

All high and heavy cargo will be measured at the port of departure. The final invoice to you will reflect the dimensions as determined by the steamship line. We recommend folding in side mirrors, lowering aerials / antennas, removing hitches extending from bumpers, etc., which will increase the overall dimensions if folded out, extended or part of the length.

Boats on Trailers and Boats on Cradles delivered to the port for export, must be properly lashed to the trailer and/or cradle both on the bow and stern. Any units without proper lashings will be turned away. Lashing material must be of sufficient strength and preferably made of nylon web type material.



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## **CHARGES AND PAYMENT**

All U.S. charges are due upon receipt of invoice. Any unpaid balance of the U.S. charges will be subject to a 10% COD Fee. If the steamship line or destination agent collects charges on our behalf, there will be an additional 10% COD fee imposed.

**Payment -** Shipping charges are due upon receipt of invoice and **must be received** within 7 business days. Ocean Bills of Lading and your cargo will not be released until full payment is received. Late payments are subject to interest charges. Trans Global will not accept claims for storage or demurrage charges caused by non-release of cargo.

**FREIGHT COLLECT** shipments must be requested at time of booking. Freight Collect shipments can only be utilized with the Steamship lines that allow a shipment to be sent freight collect. Freight collect shipments will result in the Steamship line or Destination Agent collecting our disbursement charges and ocean freight charges at the port of arrival. The Steamship Line or Destination Agent will impose a minimum 10% collection fee for Freight Collect shipments.

**Payment can be made via Paypal services.** A 5% processing fee is applicable. Paypal accepts most major credit cards and you do not require a Paypal account to pay via credit card. You can use Paypal as a guest.

### **ACH Payment**

**Wire transfer or direct deposit** Wire transfer or direct deposit details will appear on our invoice to you. When making a wire transfer, you must assure wire transfer fees are paid and the full invoice amount is deposited into our account.

**Cashier's checks from U.S. banks** are accepted.

*Please do not send cash via normal postal service. If you are sending cash, please make sure it is properly registered and insured with the postal service.*

## **CANCELLED BOOKINGS**

If the shipment of your vehicle is cancelled after Trans Global has received payment and/or has filed the Shippers Export Declaration there will be a \$125.00 cancellation fee charged.

## **GENERAL LIEN AND RIGHT TO SELL CUSTOMER'S PROPERTY**

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- a. Trans Global shall have a general and continuing lien on all property of the customer coming into Trans Global's actual or constructive possession or control for monies owed to Trans Global regarding the shipment on which the lien is claimed, on a prior shipment and/or both.
  - b. Trans Global shall provide written notice to the customer 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; The customer shall notify all parties having an interest in its shipment of Trans Global's rights and/or the exercise of such lien.
  - c. Unless, within thirty days of receiving notice of lien, Customer 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 Trans Global, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, Trans Global shall have the right to sell such shipment at public or private sale or auction and any net proceeds remaining thereafter shall be refunded to the Customer.
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## **CUSTOMER AND COMPANY**

All customers, which include, forwarders, NVOCC's, shippers and /or owner of cargo acknowledge and agree with all terms and conditions of Trans Global Auto Logistics, Inc. It is the full responsibility of the cargo owner to provide and complete the Shippers Letter of Intent (SLI) or Booking Request Order/ POA and for such information and documentation to be accurate. Once the SLI or BRO/ POA is received from the customer, the customer agrees and acknowledges all of TGAL terms and conditions. It is the customers responsibility to complete and forward the completed SLI or BRO and POA including a copy of the passport or TAX ID back to Trans Global. Failure to provide required documentation, may result in shipment delays. All possible fines and penalties that may arise due to incomplete information and documentation are the full and sole responsibility of the Shipper or Cargo Owner.

## **GOVERNING LAW; Consent to Jurisdiction and Venue**

These terms and conditions of service and the relationship of the parties shall be construed according to the laws of the "State of Texas" without considering principles of conflict of law. All disputes arising hereunder shall be resolved at Tarrant County, Texas and at no other place.

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- Irrevocably consent to the jurisdiction of the State and Federal courts located in Central District of Texas
  - Agree that any action relating to the services performed by Trans Global shall only be brought in said courts
  - Consent to the exercise of *in persona* jurisdiction by said courts over it, and
  - Further agree that any action to enforce a judgment may be instituted in any jurisdiction
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In any disputes involving monies owed to Trans Global, Trans Global 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 Trans Global.

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*If you have any questions or concerns please contact us at 972 602 1670 for assistance or clarification or email your questions to: [info@tgal.us](mailto:info@tgal.us).*

*As requested on the Shippers Letter of Intent (SLI) or Booking Request Form, please sign or initial the Signature block provided indicating that you have read and understand the Terms and Conditions WWS # 001-032017 consisting of a total of 6 pages and as stated above.*

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