

## **Asgill Global Shipping AGS Disclaimer**

1. AGS expressly reserves the option to deal with any shipment tendered hereon as an agent for the shipper.
2. As a shipping agent, we forward freight based on customer's description of their goods. We do not take claim of knowing the described contents of shipper's freight. The shipper accepts all responsibility of his/her freight content described. All contents shipped should adhere to United States port authority and country of destinations Port laws. In the event that we encounter any fines or issues for a customer's freight, this issue / **fines** will be forwarded to the customer as their responsibility. We do not ship any explosive or hazardous materials.
3. Shipper warrants that the shipment is properly described on the form as to its proper contents. Shipper warrants that the shipment is packaged to prevent damage from normal care in the handling of ocean shipments. Any glass, fragile items or electronic equipment must be identified as such and be professionally packaged or crated for shipment or any claim against such shipment will be declined.
4. Notwithstanding the foregoing, AGS in no event shall be liable for any consequential, incidental or special damages, which may arise, from loss, damage, non-delivery or delay of any shipment due to:
  - (a) Default or omission of the shipper/consignee.
  - (b) The nature of the shipment or defect or inherent vice thereof.
  - (c) Improper or insufficient packaging, securing or addressing or any other violation of the terms contained herein.
  - (d) Act of God, perils of the air, public enemies, public authorities acting under the authority of the law, quarantine, riots, labor disturbances, civil commotions, fuel shortages or hazards incident to a state at war.
  - (e) This limitation shall apply to and include, but not be limited to damages for loss of profit, loss of income or loss of business opportunity.

### **Supplemental Coverage**

AGS offers supplemental coverage on declared valued item(s) **under the following conditions:**

- **Coverage on declared individual valuable item(s) is rated at 10% of the declared value.**
- **Agent must visually inspect item(s) for visual defect if any before packaged by the shipper.**
- **Agent will inspect and accepts coverage based on visible appearance and therefore accepts claims based on visible damage. All other damages such as but not limited to mechanical damages will require proof of AGS negligence of normal freight handling procedures.**
- **Proof of item(s) purchase value is required in the form of the original receipt or invoice. (Copies of receipts should accompany this form)**

**Declared Value And Coverage Claim**

All claims for lost or damaged goods must be made in writing and received by AGS within 15 days after date of acceptance of this shipment by consignee.

- (a) Merchandise must be retained in its original shipping container in order that AGS or its assignees may make inspection thereof.
- (b) Satisfactory proof of loss must be furnished including invoices and supporting documents.
- (c) AGS shall become subrogated to all rights and remedies, if any, of claimant in respect to such a loss.
- (d) AGS does not entertain any claims until all transportation charges have been settled. Insurance charges are to be paid in full upon AGS receipt of freight or package to be deemed valid. Coverage settlement excludes shipping and insurance charges.

**Payment Arrangement**

AGS reserves the right to issue **any customer** the privilege of making payment arrangement.

**TERMS: PAYMENTS MUST BE RECEIVED ON OR BEFORE THE AGREED DATE.** If payment become delinquent after the agreed date, but before ETA (estimated time of arrival), the customer will **be charged** an additional 15% late fee **of the unpaid balance.** **Non-payment after ETA will result in auction of goods to recover our cost.** Should legal action become necessary to collect payment, customer agrees to pay all court costs and attorney fees.

**Signature**

By signing below, you indicate that you are in agreement with the above terms – on page 1 and this page (page 2).

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Signature

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Date