



Terms and Conditions of Contract

Pelham Services CA Corp.

5628 Bandini Blvd

Bell, CA 90201

Date: July 5th, 2016

1. "We," "our" and "us" refer to **Pelham Services Ca.** ("PELHAM."), its employees, and agents. "Shipper," "you" and "your" refer to the shipper, its employees, the consignee, bill to party, the party tendering the cargo for transportation a shipper or consignee's agent or any person with a financial interest in the cargo. "Transportation" means the whole or any part of the operations and services undertaken or performed by or on behalf of PELHAM in respect of the cargo under these Terms and Conditions of Contract. "Cargo" means the merchandise or property that the shipper has tendered for transportation and includes any container or package not supplied by or on behalf of PELHAM.

2. In tendering the Cargo for Transportation, the Shipper agrees to be bound by these Terms and Conditions of Contract, which no agent or employee of PELHAM is authorize to waive or modify. The Shipper also acknowledges that this bill of landing is non-negotiable and has been prepared by the shipper or on the Shipper's behalf by PELHAM. Terms and Conditions of Contract supersede any and all other bills of lading, invoices or packing slips used as shipping documents by a customer for the express purpose of moving cargo from point of origin. These Terms of Conditions of Contract set forth the Shipper's entire understanding and they supersede any contemporaneous and prior oral and written understandings and agreements that arise out of or are in any way related to the transportation.

3. The Shipper warrants that the Cargo is packaged in such a way as to withstand the ordinary rigors of transportation and with proper labeling. PELHAM 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. All Cargo will be re-weighed at PELHAM facilities to determine accuracy, any and all pricing is subject to said weight.

4. PELHAM has the right, but not the duty, to open and inspect any shipment.

5. PELHAM Shall not be liable for loss, damage, delay, or other result caused by (a) acts of God, public enemies, public authorities acting with actual or apparent authority, authority of law, quarantine, riots, strikes, civil commotion, or hazards or dangers incident to a state of war; (b) the act of the default of the Shipper, including any breach of the warranty set forth in paragraph 3 of these Terms of Conditions of Contract; (c) the nature of the cargo, or any defect, characteristic, or inherent vice thereof; (d) violation by the shipper of any of these Terms and Condition of Contract; (e) compliance or non-compliance with delivery or special instructions.

6. PELHAM does not guarantee that pick-up, Transportation, or delivery of the Cargo will occur within a specified date or time, nor shall PELHAM be liable for the consequences of failure to do so. PELHAM Inc. will not be responsible for loss of profit due to delay. PELHAM Inc. will not be liable for delay in any seasonal goods or time sensitive merchandises.

7. PELHAM 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.

Initial _____

Date _____



Terms and Conditions of Contract

8. The Consignee must note on delivery receipt, at the time of delivery, any exceptions to the Cargo that would indicate an overage, shortage, damage or other discrepancy. The Consignee may not inspect the contents of Shipment until the delivery receipt is signed. Signature by the consignee on PELHAM's Bill of Lading acknowledges the delivery of your shipment in good order, therefore waiving all subsequent claims for loss or damage.

9. Claims for loss or damage to Cargo discovered after delivery and after a clear delivery receipt has been given to PELHAM must be reported in writing to PELHAM within fifteen days after delivery of Shipment. PELHAM's limited liability for concealed damage is conditional and dependent on the Shipper's required retention of the damaged cargo, container and packing materials for a reasonable time to allow for PELHAM's inspection.

10. Undelivered or unclaimed shipments shall be subject to storage charges of 3 cents per pound or a minimum charge of \$15.00 per day; whichever amount is higher. Charge will commence after 3 days from the date customer has been offered a shipment for delivery and through no fault of PELHAM. Shipment is either refused or unclaimed. Shipments exceeding 2 weeks from date of delivery refusal will be returned at the Shipper's expense without prior notification. Shipper assumes all responsibility for cargo until tendered to consignee. When the consignee refuses a shipment from the shipper, shipper is responsible for all freight charges. Including but not limited to round trip charge, storage charge, declare value charges etc.

11. Any unclaimed or refused shipment, which is not resolved within 48 hours of notification of returned delivery will have an undelivered freight notice issued. A notice shall be sent via 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 PELHAM's discretion. Also, until the disposition of shipment is determined, Storage charges will accrue as indicated on term 10.

12. On any shipment where a claim has been filed, there will be no settlement made until all freight charges have been paid.

13. A fee for handling C.O.D. shipments will be added to our freight bills. This fee will be based on 1% of the actual C.O.D. 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.

14. When C.O.D. insertion or deletion request is made after package has been pick-up by PELHAM There will be \$10.00 service charge for insertion and deletion of C.O.D. and the charge must be paid by party requesting such service. C.O.D. insertion request must be made in writing on a Documentation Amendment Form available upon request reference by cargo receipt number prior to delivery of your merchandise. This request does not constitute a guarantee of C.O.D. collection and PELHAM assumes no liability for failing to collect C.O.D. requested. If the service is not fulfilled refund will be issued back to customer.

15. PELHAM assumes no liability for any lost check(s), money order(s) and cashier's check or delay in delivery time due to negligence of U.S. postal service, when Shipper has authorized U.S. Mail delivery of C.O.D. C.O.D. (s) may be held for pick up at PELHAM per your request or delivered in person at an additional surcharge.

Initial _____

Date _____



Terms and Conditions of Contract

16. PELHAM will handle collect on delivery shipment, also known as C.O.D shipment as a courtesy to you. Maximum COD amount allowed is \$25000.00 per shipment. Your C.O.D. amount must be clearly indicated in the area provided on PELHAM cargo receipt. Unless otherwise indicated on the shipping document; cashier's check (form of money order, cashier's check, certified check or traveler's check will be excepted as cashier's check) or company check, a customer's company check will be accepted as payment for shippers C.O.D. Request of C.O.D. collection on delivery does not constitute a guarantee of collection of fund in manner of cash, money order, traveler's check or cashier's check.

17. All checks and money orders are collected at the shipper's risk, including risk of nonpayment, forgery or counterfeit checks, counterfeit cashier's checks, counterfeit cash, counterfeit traveler's check or counterfeit money order. Performances of the C.O.D. services do not constitute PELHAM as the shipper's agent for any purpose. A request from shipper for collection of certified funds for a C.O.D. shipment is accepted by PELHAM as courtesy only. (Certified funds are not guaranteed to be collected). In the event certified funds are not collected, PELHAM will not be held liable for restitution of funds.

18. PELHAM, will not be held liable upon Shipper's acceptance of C.O.D. funds collected by PELHAM, regardless of method of payment. You the shipper agree to release PELHAM, of any and all liabilities related to the collection of C.O.D. funds by depositing the mailed out COD(s) in to your bank account or by signing the release at the time of delivery or pickup of the check(s).

19. PELHAM cannot handle hazardous material of any kind. If a hazardous material is moved without prior notice or agreement, PELHAM has rights to destroy the material at no liability or compensation to the owner of the goods. If the hazardous material is moved without our knowledge you the Shipper will be responsible for any and all consequential damage(s) caused by hazardous material. All flammable or any other material that needs special handling is considered hazardous.

20. Rates are subject to dimensional considerations and are determined by multiplying height x width x length in inches and divided by 250. Dimensional weight is applied without notification when necessary.

21. When proof of delivery or proof of C.O.D. 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 delivered more than 30 days prior to the date of request. Fee is not refundable.

22. Unless a greater value is declared on the reverse, the shipper, consignee and bill to party agrees and declares that the value of the property is release to an amount not exceeding a maximum of \$10,000.00 (dollars U.S.) per shipment or \$0.50 per pound, and shall be subject to an excess to valuation charge. Values over \$10,000 must be booked with Pelham prior to tender of cargo or scheduling pick up. Unless each piece of the shipment has a declared value stated and is specifically identified on the Pelham Services CA Corp bill at the time of the shipment and is so identified on the delivery receipt as being lost, damaged, destroyed or otherwise adversely affected at the time of delivery, Pelham shall be liable for the average declared value of the shipment multiplied by the packaged weight of the piece(s) adversely affected. The average declared value would be determined by the dividing the total declared value of the shipment by the total weight of the shipment not to exceed a value of \$3.00 per lb. The declared value for each shipment must be inserted on the lace of the bill for this provision to apply any declared value quoted but not noted on the bill of lading will not apply.

Initial _____

Date _____



Terms and Conditions of Contract

23. Declared Value. Value must be declared on the bill of lading by the Shipper and is available at an extra charge. Shipments exceeding \$25,000 in value must purchase additional insurance. The maximum value per pound will be arrived at by determining the actual Class of the articles tendered, as published in NMFC 100 series, or at an Exception Class, if applicable, whichever is less, and will apply to the weight of the lost or damaged articles. If shipper desires to tender a shipment requiring carrier liability in excess of carrier's maximum liability, then shipper must purchase additional insurance. Excess liability coverage charges shall be paid by party specified in the bill of lading as responsible for the payment of freight charges. Excess Liability Coverage charge is subject to a minimum of \$75.00 per shipment. Notwithstanding the agreed or declared value represented by the shipper, Excess Liability Coverage and the Carrier's Maximum Liability shall not exceed the full actual value of the goods lost or damaged in transit or \$25,000, whichever is lower. With shipments handled by PELHAM in connection with another carrier (either Air, Motor, Water or Rail), PELHAM's maximum liability in the event of loss or damage will in no case exceed the maximum liability of the other carrier. If the shipper does not properly describe the freight on the Bill of Lading or uses a description of "FAK" or "Freight All Kinds" or other language that does not properly identify the commodities shipped, subsequent claims for shortage or damage will be based on the lowest value of any commodity contained in the shipment.

24. PELHAM will add surcharge when necessary for services rendered or requested outside of normal pick-up and delivery area

25. We reserve the right to reject any shipment and refuse service at our discretion.

By signing this form I acknowledge that I have read and agreed to the Terms and Conditions of Contract. Prices are subject to change without prior notice.

Pelham Services Representative Signature

Shipper's Signature

Pelham Representative Printed name

Shipper's Printed Name

Pelham Representative Title

Shipper's Printed Title

Date

Date