



Terms and Conditions for Surface and U.S. Air Transportation

These Terms and Conditions (the “Terms”) form a legally binding agreement between all parties involved (the “Parties”). They specifically govern services provided by The Armstrong Company Freight Forwarding LLC for surface transportation across North America, U.S. air transport (for shipments originating and destined within the U.S.), and any auxiliary services outlined herein. The Armstrong Company Freight Forwarding LLC may modify these Terms at any time by posting updates on its website, and the latest version will always apply. The up-to-date Terms will be available at www.goarmstrong.com. Separate terms and conditions apply for international air and ocean shipments, warehousing services, and services provided by The Armstrong Company Freight Forwarding LLC Customs Brokerage, and these can be found on the aforementioned website.

1. DEFINITIONS

The terms below are defined for clarity within these Terms:

- *“Auxiliary Services”*: Refers to additional services either prior to or following transport which may include loading, unloading, crating, unpacking, cartage, and storage, organized upon customer request. Note that warehouse services and customs brokerage services are covered under different sets of terms.
- *“Bill of Lading”*: Represents the formal documentation related to shipping, which might be filled out by the Customer or The Armstrong Company Freight Forwarding LLC. This document serves as proof of acceptance of the shipment and provides essential information regarding the shipment, such as piece count, weight, and dimensions. It can include documents such as Air Waybills or Shippers Letters of Instruction that authorize The Armstrong Company Freight Forwarding LLC to handle the shipment.
- *“Consignee”*: The entity specified as the recipient of the Shipment on the Bill of Lading.
- *“Customer” or “Shipper”*: Represents an individual or entity who has contracted with The Armstrong Company Freight Forwarding LLC to transport goods and any other person who benefits directly from such services.
- *“Package”*: Refers to the standard units of shipping defined on the Bill of Lading, which may include boxes, cartons, pallets, etc.
- *“Parties”*: This includes the Customer, Consignee, consignor, The Armstrong Company Freight Forwarding LLC, and any other individual with either a present or future interest in the Shipment.
- *“Person”*: Encompasses any type of individual or collective, which includes corporations, partnerships, trusts, and more.
- *“Shipment”*: Denotes the entirety of the Packages and their contents as noted on the Bill of Lading or as later altered in written documentation.

2. AGREEMENT TO TERMS

When a Customer presents a Shipment to The Armstrong Company Freight Forwarding LLC, or engages with its services in any capacity, it is agreed that the Terms in effect at that time will govern the Shipment and any related services. No agent or employee of the Parties has the authority to revise these Terms. In instances where these Terms might conflict with a Bill of Lading or other shipping documents, these Terms will hold precedence. If services involve international air, ocean shipment, warehousing, or customs brokerage, those separate terms will apply.

Additionally, these Terms will override any prior oral contracts, promises, representations, or understandings unless a written agreement states otherwise.

3. CUSTOMER WARRANTIES

The Customer asserts that each Package and Shipment is accurately classified and fully described in accompanying shipping documents. This also includes proper marking and addressing, suitable packaging that adequately protects the contents during standard transportation, and, unless otherwise noted, the goods are in acceptable condition. Examples of improper packaging capable of causing damage during transport include insufficient crating, ripped packaging, or packing goods in bags. The Customer guarantees compliance with all relevant laws and regulations related to customs, exports, and imports, providing necessary documentation with the Bill of Lading.

4. NON-BINDING QUOTATIONS

Any fee quotations or estimates provided by The Armstrong Company Freight Forwarding LLC, unless documented in a written agreement, are intended for informational purposes only and are subject to change. The Armstrong Company Freight Forwarding LLC will not be obligated to honor any quotation unless a formal agreement is established in writing. It is understood that such quotations are based on the information provided at that time, and may need adjustments based on actual shipment weights, dimensions, commodities, and any unforeseen expenses.

5. RATES AND CHARGES

Unless a written agreement states otherwise, charges for Shipments will be determined based on either the actual weight or dimensional weight, depending on which is higher.

6. CLAIMS PROCESS

→ *Notification of Claims:* Prompt notification to The Armstrong Company Freight Forwarding LLC is necessary for any claims related to loss or damage, as outlined below:

- *Obvious Damage on Delivery:* If noticeable loss or damage occurs at the time of delivery, the recipient (Consignee) must record said loss or damage immediately onto the delivery documentation. Examples of obvious damage include opened or damaged packages. Failure to document any issues will be treated as confirmation of satisfactory delivery.
- *Concealed Damage:* The Armstrong Company Freight Forwarding LLC is not liable for losses or damages undiscovered at the point of delivery, including perishables.
- *Timely Notification:* Unless otherwise specified by law, failure to provide timely notification of any loss or damage or to facilitate an inspection will result in denial of recovery for the claim.

→ *Claims Submission:*

- All loss, damage, or overcharges claims need to be submitted in writing to The Armstrong Company Freight Forwarding LLC within specified timeframes: 180 days for U.S. air transportation and nine months for ground transportation claims; all relevant documentation must accompany the claim.
- If The Armstrong Company Freight Forwarding LLC pays a claim, it maintains the right to take possession of the damaged shipment.
- Legal actions to recover denied claims must commence within two years of claim denial.

→ *Claim Notice Address:* All claim notifications should be sent to The Armstrong Company Freight Forwarding LLC at [insert address here].

7. LTL SHIPMENTS

All shipments handled via Less Than Truckload (LTL) services are managed by The Armstrong Company Freight Forwarding LLC in its capacity as a broker. Accordingly, The Armstrong Company Freight Forwarding LLC assumes no cargo liability and claims should be pursued directly with the carrier operating the LTL shipment.

8. GOVERNING LAW AND VENUE

These Terms shall be governed by the laws of Wisconsin, U.S. Legal actions related to these Terms must be exclusively filed in the courts of Milwaukee County, Wisconsin.

9. COMPLIANCE WITH LAWS

All operations of The Armstrong Company Freight Forwarding LLC comply with applicable laws and regulations including those related to anti-corruption. The Customer agrees not to engage in any activities or transactions that may violate such laws.

10. SEVERABILITY

Any invalid or unenforceable provisions within these Terms shall be severable without affecting the enforceability of the remaining provisions, which will continue in full force and effect.

11. PROHIBITED CARGO

The Armstrong Company Freight Forwarding LLC will not accept cargo that is illegal or deemed hazardous without prior written consent. The prohibited items include but are not limited to firearms, certain dangerous goods, cash, precious metals, and any shipment exceeding specific declared value limits.

12. INSURANCE

The option to purchase insurance is available upon request. To acquire it, customers must fill out the relevant section on the Bill of Lading and pay the associated fee. Insurance payouts will be limited to the lesser of the full insured value or actual loss incurred.

13. C.O.D. SHIPMENTS

For Collect on Delivery (C.O.D.) services, specific criteria must be met including identifying the shipment as C.O.D. on the Bill of Lading and specifying the payment type. All C.O.D. transactions occur at the Customer's risk.

14. ACCESS TO SOFTWARE

The Armstrong Company Freight Forwarding LLC grants a limited, revocable right to use its tracking software exclusively for monitoring shipments. Customers must not share passwords and must comply with all proprietary notices.

15. INDEMNIFICATION

Customers serve as joint and several guarantors for payment of all due charges and shall indemnify The Armstrong Company Freight Forwarding LLC for any losses or liabilities incurred due to their actions or violations of the Terms.

16. LIEN RIGHTS

The Armstrong Company Freight Forwarding LLC maintains a lien on all property received for which payment has not been made, with entitlement to sell such property after a specified period if payment remains outstanding.

17. PAYMENT TERMS

Payments for services rendered are to be made within 15 days from the invoice date. Late payments will incur fees, calculated at 1.5% per month or the highest permissible rate.

18. COLLECTION OF DEBTS

Should it become necessary for The Armstrong Company Freight Forwarding LLC to pursue collection through agencies or attorneys, Customers are responsible for all associated fees.

19. LIMITATIONS ON LIABILITY

- The Armstrong Company Freight Forwarding LLC shall not be liable for any indirect, incidental, or consequential damages incurred during transport.
- Liability is limited to specific monetary figures based on the destination and declared value of the shipment.

20. LOGO/TRADEMARK USE

Customers must acquire prior written consent before using The Armstrong Company Freight Forwarding LLC's name or trademarks for any promotional activities.

By engaging with The Armstrong Company Freight Forwarding LLC's services, the Customer agrees to adhere to all of the stated Terms and Conditions detailed above.