PCL Group International LLC Terms and Conditions

Items shall only be received by PCL Group International LLC for forwarding on the following terms and conditions:

PCL Group International LLC shall act as forwarding agents and not carriers. We shall only be liable for the willful neglect or default of ourselves and our employees and all claims shall be limited to the aggregate amount of the fees paid to us pursuant to this Agreement or the value of our [professional indemnity] insurance, whichever amount is less. In no event shall we be liable for any other neglect, default, matter or thing or any consequential, special, indirect or incidental loss, damage or expense whatsoever. Customer further acknowledges that PCL Group International LLC shall be entitled to the benefit of any defense of contributory negligence (regardless of the cause of action on which the claim is founded) and our liability (if any) shall abate in accordance with any finding of contributory negligence made by the court.

Items received and shipped by PCL Group International LLC will be shipped as they arrive on a first-in-first-out basis on the next available flight or vessel unless consolidation is requested in advance of items being delivered to our warehouse and our consolidation request protocols are followed. Notwithstanding any consolidation request that may be received, PCL Group International LLC reserves the right to ship items as needed in order to comply with any regulations or conditions that may exist in our USA warehouse operations. Consolidation requests should be made in writing via email and be accompanied by specific instructions and the invoices for the items to be consolidated.

PCL Group International LLC shall not be responsible for any accident or for any act, neglect or default whether willful or otherwise on the part of our agents or those for whom we contract in respect of the items to be forwarded, whether such be carriers by air, land or sea or warehouse keepers or other persons. PCL Group International LLC Will not be held responsible for items once they leave our custody and as such responsibility for items being shipped immediately transfers from PCL Group International LLC to the Customer once delivery has been made to a carrier. PCL Group International LLC will not be responsible or liable for any shipping delays or losses whatsoever due to international holidays, banking holidays, or delays due to weather conditions or mechanical failure of the shipping carrier. All claims in connection with any missing or damaged items will be made directly with the shipping carrier first and if such claims are denied,
PCL Group International LLC Ltd will submit a claim with our own insurance carrier if insurance was purchased and issued. Insurance will be invoiced to the customer at either our minimum or variable rate whichever is greater in accordance with our insurance terms and conditions.

PCL Group International LLC shall only forward items subject to the contracts, conditions and regulations of the various persons, companies or authorities into whose possession the items may pass.

LOSS OR DAMAGE

In no event shall PCL Group International LLC be responsible for any loss or damage arising to the items where our agents or connections, or the carriers or others in whose possession the items were at the time that such loss or damage occurred. PCL Group International LLC will not be held responsible for concealed damage* where items may have been damaged in transit to our USA address or damaged when outside of our possession and/or control. Where a package or shipment has been received already shrink wrapped and or boxed (not packaged by us) and there are no obvious signs of damage to warrant a further inspection, PCL Group International LLC will not be held responsible for items received by the client as damaged when the damage may have occurred outside of our possession or control.

*Definition of concealed damage: Damage to the contents of a package that is not apparent until the package is opened.

Further, PCL Group International LLC will only submit a claim for damage or loss where:

- The invoice for all services has been paid in full.
- The damage is reported within the specified time frame allotted (24 hours) after receipt.
- The damage or loss is proven to have occurred while under the care & control of PCL Group International LLC
- The Invoice was provided in advance of the item arrival & the incident of damage or loss.

Where damage or loss has occurred and responsibility accepted by PCL Group International LLC, the amount reimbursed will be only up to the amount indicated on the invoice provided by the client.

All items and especially Items of a fragile or perishable nature should be received in packaging suitable for export and shall be forwarded in the packaging as received unless repackaging is requested at the customer's expense and will be insured according to our insurance terms and conditions. Where additional packaging has been used to repack, costs for the service and materials will be added to the customer invoice.

VENDOR INVOICES

The customer has an obligation to supply our office via email all invoices and receipts for items being shipped to the USA address before the item's arrival at the warehouse and items being delivered should be accompanied by an invoice. Failure to provide such documentation may delay the timely shipping of your items. PCL Group International LLC is required by law to declare full value (purchase price) of the items being shipped on any waybills or customs documentation. PCL Group International LLC will not declare a lower value on packages than the purchase price paid as indicated on the invoice and furthermore PCL Group International LLC expressly reserves the right to reject the presentation of invoices to Customs or any other entity that appear altered, inaccurate, illegible or that do not meet the electronic standard accepted by Customs or any official entity. PCL Group International LLC will not be responsible or liable for fines that may be levied by any Customs agency due to invoices that are deemed inaccurate or rejected by Customs.

INVOICING

Customer will be invoiced for all service charges plus any handling and delivery charges on all packages and shipments. A rate sheet can be obtained by contacting our office. The rates published are for items consisting of ordinary merchandise. Items of high value or hazardous may be charged at special rates. Foreign customs duty and charges, porterage and local delivery expenses will be additional to the rates of carriage, unless otherwise stated. Unless a special agreement is made as to the rate of carriage, PCL Group International LLC expressly reserves the right to charge by the greater of actual or dimensional weight in accordance with international standards.

Unless special payment terms have been agreed, invoices for delivered items are due upon receipt. Customer has 48 hours after being notified by e-mail or phone to pay any outstanding charges, after which a minimum late fee plus any applicable finance charges will be added to the customer's invoice.

All payments to PCL Group International LLC shall be paid in US dollars and all currency conversion fees will be added. Costs (if any) for wire receiving fees and /or credit card processing fees shall be paid by the Customer. PCL Group International LLC accepts payment online through Zelle, ACH Transfer, PayPal & Debit/Credit card or Wire transfer. Please consult with our office regarding payment options and their respective fees.

DESCRIPTION OF GOODS

The description and particulars of the Goods and any description, particular or other representation appearing on the Goods or documents relating thereto are furnished by the customer or merchant and warrants to PCL Group International LLC that the description, particulars and any representation made, including but not limited to weight, content, measure, quantity, quality, condition, marks, numbers and value are correct.
The customer/merchant warrants it has complied with all applicable laws, regulations and requirements of Customs, port and other authorities and shall bear and pay all duties, taxes, fines, expenses and losses incurred by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering, addressing or any other particulars relative to the Goods.

EXPORTS

Items being shipped outside The USA may be subject to import duties, taxes, and tariffs imposed by the country of destination and Customer is responsible to pay the import duties and taxes incurred by Customs when the items arrive at such destination. PCL Group International LLC is not responsible for any duties, taxes, or tariffs incurred by the importation of items into USA or exports to the country of destination [countries other than the United States]. Customer is responsible for paying all duties, taxes, and tariffs as billed by PCL Group International LLC and/or the shipping carrier and imposed by the Customs and Import Department of the country of destination.

Should any shipment be seized or refused entry by Customs Officials for any reason whatsoever, PCL Group International LLC

will not issue any refunds for warehouse or export services. If Customer refuses or returns any items, no service or international shipping charges paid to or by PCL Group International LLC on Customer's behalf will be refunded.

Customer acknowledges that customs regulations outside of the USA vary by country and certain regulations may be obscure. If any items are refused by Customs Officials for failure to comply with any obscure regulations of the country of destination, then and in such event PCL Group International LLC expressly reserves the right, in our sole and absolute discretion, to retain all shipping, handling & service fees and we will not be responsible or liable for any losses whatsoever. Customer further acknowledges that all shipping and handling costs to be incurred in connection with the return, re-packaging and re-shipment of any undeliverable items will be the Customer's sole responsibility and must be pre-paid by the Customer before re-shipment.

PACKAGE RECEIVING

Packages should be addressed as follows:

CUSTOMER NAME (or any assigned code or customer number)
c/o
2804 NW 30th Ave
Lauderdale Lakes, FL 33311

Note:
Oakland Park may be substituted for Lauderdale Lakes in the above address

PCL Group International LLC will not be held responsible for lost packages or delays in shipping due to items being improperly addressed. PCL Group International LLC shall, at any time, be entitled to inspect, reweigh, remeasure the contents of any package or shipment and, if any of the particulars furnished by the vendor or carrier are found to be incorrect, the charges shall be adjusted accordingly, and the customer shall be responsible to pay the correct charges and all expenses incurred in checking said particulars. Packages will be received within our specified hours for receiving only.

Where PCL Group International LLC has received & signed digital or electronic devices or any document confirming receipt of packages and no invoice or packing list has been provided to verify the contents of those packages, PCL Group International LLC will not be held responsible for items that may be deemed to be missing from those packages or shipments whereas the proper documentation was not provided to verify the same. Should any carrier or vendor deliver to PCL Group International LLC any package or shipment without allowing sufficient time for the package or shipment to be properly verified by content, weight, dimensions or condition. PCL Group International LLC will not be held liable for any damage, errors or causes arising from receiving the package or shipment.

The person executing this Agreement on behalf of the Customer (if a company) warrants to PCL Group International LLC that he is duly authorized by the Customer to execute this Agreement for and on behalf of the Customer.

PRINT NAME: _____

SIGNED: _____

DATE: _____
Customer has read and agrees to our terms & conditions as outlined. Please initial all pages.