



Refresh Global Logistics LLC

Air Freight Terms and Conditions

These Air Freight Terms and Conditions ("Terms") represent a binding contract between Refresh Global Logistics LLC ("Company") and the party requesting services ("Customer"). These Terms apply to all air freight services provided by the Company, including associated services such as customs clearance, storage, and inland transport. If other Company-issued transport documents contain additional terms, those will govern only where they directly conflict with the provisions herein.

Definitions

- **Company** refers to Refresh Global Logistics LLC and its agents, affiliates, subsidiaries, and contractors.
- **Customer** refers to the individual or entity requesting or benefitting from the Company's services, including shippers, consignees, importers, exporters, brokers, and any representatives thereof.
- **Service Provider** includes all third parties contracted for transportation, warehousing, or logistics services.
- **Services** refer to all operations and logistics performed or arranged by the Company on behalf of the Customer.

Company as Agent

The Company acts solely as an agent on behalf of the Customer in arranging transportation and related services unless explicitly stated otherwise. The Customer affirms authority to bind the cargo owner and agrees to be bound by these Terms.

Non-IAC Status

Refresh Global Logistics LLC is not a certified Indirect Air Carrier (IAC) and does not tender cargo directly to airlines. All airfreight bookings are arranged through licensed IACs or consolidators. The Company acts solely as a coordinating agent for the Customer and does not assume the role of carrier.

Air Freight Liability Disclaimer

The Company does not perform air transport services. Any airfreight booked on behalf of the Customer is arranged through duly licensed IACs or carriers. Liability for carriage, including loss, damage, or delay, shall rest solely with such third-party carriers, subject to their terms and conditions.

Acceptance of Carrier Terms

The Customer agrees to be bound by the terms and conditions of any carrier, consolidator, or IAC used to fulfill the shipment, including but not limited to any air waybill terms, limitations of liability, and claim deadlines.

Cargo Delivery to IAC

The Customer acknowledges that Refresh Global Logistics does not tender cargo to air carriers directly. Cargo must be delivered to or will be routed through an approved IAC facility for onward movement.

Insurance

The Company does not provide cargo insurance unless specifically requested in writing and confirmed. When arranged, insurance is subject to the policy terms of the insurer. The Customer is responsible for all related premiums and charges.



Limitation of Liability

Unless higher value coverage is purchased and confirmed in writing, the Company's liability for loss, damage, or delay is limited to the lesser of:

- The actual value of the goods; or
- USD \$250 per shipment.

The Company is not liable for indirect, consequential, punitive, or special damages, including lost profits, business interruption, or reputational harm.

Claims and Time Limits

- All claims must be submitted in writing within 90 days of delivery or the date when delivery should have occurred.
- Lawsuits must be filed within one year of the incident or knowledge thereof.
- Delivery without written notice of loss constitutes prima facie evidence that cargo was delivered in good condition.

Selection of Service Providers

The Company reserves sole discretion in selecting carriers, routes, and means of transportation. The Company assumes no liability for the actions or omissions of any Service Provider.

Quotations

All rate quotations are non-binding unless confirmed in writing. Final charges may vary due to fuel surcharges, currency fluctuations, or changes by Service Providers.

Dangerous Goods

The Company must be notified in writing of any hazardous or restricted cargo. Acceptance is subject to written approval. The Customer shall indemnify the Company for all claims arising from undeclared or improperly declared dangerous goods.

Payments and Fees

Unless credit terms are established in writing, all charges are due prior to shipment. The Customer remains liable for unpaid charges, including those billed as collect or third-party.

Lien Rights

The Company has a general lien on all cargo in its possession for unpaid freight charges or other amounts owed by the Customer. The Company may sell such cargo after giving reasonable notice if the lien is not satisfied.

Indemnification

The Customer agrees to indemnify and hold harmless the Company for all claims, liabilities, fines, or costs arising from:

- Breach of these Terms;
- Violations of law;
- Inaccurate shipment documentation; or
- Acts or omissions of the Customer or its agents.

Force Majeure

The Company shall not be liable for failure or delay caused by events beyond its control, including but not limited to natural disasters, war, labor disputes, or governmental actions.

**Governing Law and Jurisdiction**

These Terms are governed by the laws of the State of Tennessee, USA. Any legal action must be brought in the courts of Knox County, Tennessee, unless the Company chooses to bring action elsewhere based on the Customer's location or assets.

Modification

These Terms may only be amended in writing signed by both parties. No oral modifications will be valid.

Severability

If any provision is deemed invalid, the remainder shall remain enforceable.

For questions or concerns, contact:

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