



Terms and Conditions

- Each shipment must be properly described on the bill of lading and be acceptable for transport. Shipments must be properly marked, addressed and packed to ensure safe transportation with ordinary care and handling. Minimum packaging requirements are as provided in the National Motor Freight Classification 100 series.
- The shipper or the consignee, will be responsible for all charges, including transportation charges, and all duties, assessments, governmental penalties and fines, taxes and our legal fees and costs, related to each shipment. Further and without limiting the generality of the foregoing, you shall indemnify us and hold us harmless against all liabilities, losses, claims, damages, costs and expenses of any nature whatsoever, incurred as a consequence of your non-observance of applicable laws, government regulations, orders or requirements. You will be responsible for any costs we may incur in returning your shipment to you or warehousing it pending disposition.
- Shipments may, at the request of governmental authorities, be opened and inspected by such authorities at any time.
- We shall make every possible, reasonable effort to deliver your shipment according to our normal delivery schedules but these are not guaranteed and do not form part of this contract.
- We are not liable for any costs or penalties arising from late deliveries or missed appointments.
- We are not liable if a shipment is lost, damaged, or mis-delivered because of circumstances beyond our control. These include:
 - ‘Act of God’, for example earthquake, cyclone, storm or flood.
 - ‘Force majeure’, for example war, plane crash, or embargo.
 - Any defect or characteristic to do with the nature of the shipment, even if known to us when we accepted it.
 - Any action or omission by anyone outside Clockwork Logistics. For example: the sender of the shipment, the receiver, an interested third party, Customs or other Government officials.
- We are not liable for electrical or magnetic damage to, or erasure of, electronic or photographic images or recordings.
- We are not liable for the following, whether they arise in contract or any other form of civil action, including negligence, and even if they are our fault: consequential or special damages or loss, other indirect loss, breach of other contracts.

Consequential damages or loss include, but are not limited to, lost income, profits, interest, markets, and use of contents.
- Maximum liability shall not exceed \$ 2.00 / lb. computed on the total weight of the shipment.
- All claims must be made in writing and within strict time limits, subject to any applicable laws, government regulations, orders or requirements. We must receive written notice of all claims for damage to, or delay of, your shipment within 60 days after we deliver the shipment, and in the case of loss, shortage, mis-delivery, or non-delivery within 90 days after we accept the shipment for carriage. We must receive all relevant documentation regarding your claim. We are not obligated to act on any claim until all transportation charges have been paid; the claim amount may not be deducted from those charges. If the recipient accepts the shipment without noting any damage on the delivery record, we will assume the shipment was delivered in good condition. In order for us to consider a claim for damage, the contents, original shipping cartons, and packing must be made available to us for inspection.
- If a substitute form of bill of lading is needed to complete delivery of your shipment and we complete that document, the terms and conditions of which will continue to govern. We are not liable to you or any other person for our actions on your behalf under this provision.