



## TERMS AND CONDITIONS OF CONTRACT

1. When tendering this shipment, shipper agrees to the Terms and Conditions of this contract. No agent or employee of either party may alter, and that this Bill of Lading is non-negotiable. It has been prepared by the shipper or on the shipper's behalf by M.A.T. Parcel Express, Inc. dba MAT Express. It is mutually agreed that the conditions of carriage for this shipment are governed by M.A.T. Parcel Express, Inc. tariffs, and are available for inspection at M.A.T. Parcel Express, Inc. offices in San Diego, California. They are hereby incorporated into this contract.
2. Shipper warrants that this shipment is packaged adequately to protect the shipment and insure safe transportation with ordinary care and handling.
3. Due to the inherent nature of the freight business, M.A.T. Parcel Express, Inc. does not guarantee delivery by a stipulated date or time, nor shall they be liable for the consequences of failure to make a timely delivery.
4. M.A.T. Parcel Express, Inc. shall not be liable in any event for any special consequential or incidental damages, including but not limited to loss of profits or loss of income, whether or not M.A.T. Parcel Express, Inc. has any knowledge that such damage may occur.
5. M.A.T. Parcel Express, Inc. accepts no liability for any form of miss-route of cargo, either air, surface or ocean cargo.
6. M.A.T. Parcel Express, Inc. liability in absence of a higher declared value for carriage is limited to \$.50 per pound per shipment, but no more than \$100.00 maximum. Declared value for carriage shall be subject to an excess valuation charge of \$.65 per hundred dollars valuation. In most cases the excess valuation must be approved before the cargo is tendered.
7. Any and all claims must be received in writing by M.A.T. Parcel Express, Inc. within 30, thirty days, of the delivery to the final destination. Concealed loss or damage must be reported in writing to M.A.T. Parcel Express, Inc. within 7 seven days after delivery. No claims will be processed for payment, until all freight charges are paid in full. Perishable cargo claims must be reported in writing within 24 twenty-four hours of delivery and a written claim filed within 48 forty-eight hours. Claims may not be deducted from transportation charges. Legal action to enforce a claim must be brought within six months after the claim has been denied in writing by M.A.T. Parcel Express, Inc. in part or in whole.
8. Unless otherwise expressly provided in M.A.T. Parcel Express, Inc. tariff, and subject to any conditions and restrictions, the following articles will not be accepted for carriage: any commodity forbidden by law, bonds, coins of any kind, currency, furs, fur clothing, gems, stones, (uncut or cut) gold or silver, industrial diamonds, jewelry, money, pearls, precious metals, negotiable securities, time sensitive printed material (i.e. bids, contract proposals, watches, or watch parts). M.A.T. Parcel Express, Inc. shall not be liable for any loss, damage, delay liabilities or penalties resulting from transportation of any of the foregoing articles however described or miss-described in this Bill of Lading, and no employee or agent of M.A.T. Parcel Express, Inc. has the authority to accept for transportation such articles or to waive the limitations herein contained.
9. The maximum coverage for loss caused by or resulting from theft of covered property consisting of alcoholic beverages, batteries, ammunition, cameras, camera parts, computer chips, electronic equipment, furs, jewelry, wearing apparel, tobacco products, TV sets, radios, stereo and video equipment, is \$1000.00 or 5% of the value of the goods, which ever is less, of the limit of insurance applicable to the vehicle from which the covered property was stolen, whether or not a higher declared value was stated or paid.
10. M.A.T. Parcel Express, Inc. shall not be liable for loss, damage or delay caused by Acts of God, terrorism, public authorities, labor disputes, weather, mechanical aircraft failures, quarantine officials, civil commotions, or omissions by CBP.
11. Rates are determined by actual or dimensional weight, which ever is greater. Dimensional weight is determined by multiplying the L (Length) x W (Width) x H (Height) that total is then divided by the factor of 194. This will provide the proper dimensional weight of the shipment.
12. Unless other terms are agreed and accepted in writing, all invoices are due and payable with 15 fifteen days from the invoice date.
13. The consignee, shipper and owner of the goods are jointly and severally liable for the payment of any and all charges, advances M.A.T. Parcel Express, Inc. Said charges to include all collection and legal expenses including attorney fees which carrier may incur during the course of any collection.
14. M.A.T. Parcel Express, Inc. may have the right to substitute carriers or other means of transportation, select the routing or deviate from that shown on the Bill of Lading.
15. Jurisdiction, venue, and or forum shall be exclusively in San Diego County, California for any and all proceedings.
16. M.A.T. Parcel Express, Inc. shall have a lien on all shipments in its possession, whether actual or constructive, tendered to it by the shipper for any and all amounts due it by the shipper. This shall be a general lien on shipments for which charges are due. Enforcement of liens may be on any commercially reasonable terms.
17. At the sole discretion, M.A.T. Parcel Express, Inc. shall extend credit to qualified customers and may by initially bill an intermediary, the named consignor, or the named consignee on the airway bill, or any other form of Bill of Lading.
18. All freight charge must be paid on or before the 15<sup>th</sup> day from the invoice date.
19. Disputes must be brought M.A.T. Parcel Express, Inc. attention in writing on or before the seventh day from the date of invoice. All disputes must be resolved within 15 days of the date the dispute is filed.

Please fax or email signed copy. A scanned copy will serve as adequate proof of the account request, signed original copies should be sent via snail mail to our corporate offices, MAT Express, 2719 Kurtz St. Ste. C, San Diego, CA 92110, Attn: Jennifer Ennis. For any additional questions, please contact M.A.T. Parcel Express, Inc. via email at [answers@matexpress.com](mailto:answers@matexpress.com), or via phone (619) 849-9600, or via fax, (619) 849-9597.

ACCOUNT NAME

DATE

SIGNATURE

TITLE

**Download our Credit Application and  
Terms and Conditions of Contract**

**How to apply**

**Click here** to download our Credit Application and Terms and Conditions of Contract. Endorsement and signature on this Credit Application is an agreement of all Terms and Conditions of Contract. Please fill out completely and fax or email. A scanned copy will serve as adequate proof of the account request. Both signed original copies should be sent via snail mail to our corporate offices. For any additional questions, please contact M.A.T. Parcel Express, Inc. via:

Phone: (619) 849-9600

Fax: (619) 849-9597

Email: [answers@matexpress.com](mailto:answers@matexpress.com)

Mailing Address:  
MAT Express  
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