



## AIR CARGO BROKER-SHIPPER AGREEMENT

This Air Cargo Broker-Shipper Agreement ("Agreement") is submitted electronically on the date of submission by and between the Shipper identified in this Agreement ("Shipper") and Unique Giant Logistics, LLC ("Broker").

### IMPORTANT APPROVAL NOTICE

Submission of this Agreement does not constitute automatic approval or acceptance by Unique Giant Logistics, LLC. After all required company information, credit information, supporting documents, and this signed Agreement have been received and reviewed, the Shipper will receive an official approval email from Unique Giant Logistics, LLC. This Agreement becomes effective only upon written approval by Unique Giant Logistics, LLC.

### BROKER

Unique Giant Logistics, LLC

Phone: (877) 209-9990

Email: [uniquegiant@uniquegiantlgs.org](mailto:uniquegiant@uniquegiantlgs.org)

Website: <https://uniquegiantlgs.org/>

### SHIPPER (CUSTOMER)

Legal Name \*

Address \*

Phone \*

Email \*

Broker and Shipper may be referred to individually as a "Party" and collectively as the "Parties."

## 1. ROLE OF BROKER

**1.1 Broker Services.** Broker is a licensed transportation broker and logistics intermediary that arranges air cargo transportation through properly authorized air carriers, airlines, Indirect Air Carriers (IACs), and ground carriers.

**1.2 No Air Carrier Role.** Broker does not operate aircraft, does not perform cargo screening, and does not assume custody or control of air cargo unless expressly agreed in writing. Broker shall not be deemed an air carrier or IAC.



## 2. SCOPE OF SERVICES

Broker may arrange, coordinate, and manage:

- Domestic air cargo transportation
- International air cargo transportation
- Airport-to-airport or door-to-door service (via ground partners)
- Time-critical and expedited air shipments

All transportation is subject to availability and carrier acceptance.

## 3. SHIPMENT INFORMATION & COMPLIANCE

**3.1 Accurate Disclosure.** Shipper shall provide complete and accurate information regarding the cargo, including commodity description, weight, dimensions, value, and any hazardous or restricted materials.

**3.2 Prohibited Cargo.** Shipper shall not tender prohibited or undeclared hazardous materials. Shipper is solely responsible for penalties, fines, delays, or losses resulting from misdeclared cargo.

**3.3 Security Regulations.** Shipper acknowledges that air cargo is subject to TSA, airline, and international security regulations, which may require inspection, screening, or rejection.

## 4. RATES, FEES & PAYMENT

**4.1 Rates.** Rates shall be quoted per shipment and confirmed in writing or electronically. Rates may change due to fuel surcharges, dimensional weight adjustments, security fees, or carrier requirements.

**4.2 Payment Terms.** Payment may be required prior to dispatch unless otherwise agreed in writing.

**4.3 Additional Charges.** Shipper agrees to pay all applicable accessorial charges, including but not limited to: security screening fees; dimensional weight adjustments; storage or demurrage; redelivery or rebooking; and Truck Ordered Not Used (TONU).



## 5. CANCELLATION

If Shipper cancels a shipment after booking or carrier tender, Shipper shall be responsible for all incurred charges. Certain fees may be non-refundable.

## 6. CARGO LIABILITY & CLAIMS

**6.1 Carrier Liability.** Liability for loss or damage to cargo rests solely with the performing air carrier or ground carrier under applicable international conventions, airline tariffs, or carrier terms.

**6.2 Broker Limitation.** Broker shall not be liable for loss, damage, delay, theft, or consequential damages.

**6.3 Claims Process.** Claims must be filed directly with the performing carrier in accordance with that carrier's rules and timelines.

## 7. INSURANCE

Broker does not provide cargo insurance. Shipper is encouraged to obtain cargo insurance independently. Upon request, Broker may assist with insurance coordination.

## 8. INDEMNIFICATION

Shipper shall defend, indemnify, and hold harmless Broker from all claims, damages, penalties, fines, or expenses (including attorney's fees) arising from inaccurate cargo information, regulatory violations, or Shipper's breach of this Agreement.

## 9. FORCE MAJEURE

Broker shall not be liable for delays or failure to perform due to events beyond its reasonable control, including weather, aircraft availability, security actions, labor disputes, or governmental actions.



## 10. TERM & TERMINATION

This Agreement shall remain in effect until shipment completion or earlier termination by Broker for non-payment or breach.

## 11. GOVERNING LAW & VENUE

This Agreement shall be governed by the laws of the State of New York, with exclusive venue in New York courts.

## 12. ELECTRONIC SIGNATURES

Electronic acceptance and signatures shall be binding and enforceable.

## 13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements.

## SUBMISSION ACKNOWLEDGMENT

Submitting or signing this Agreement does not guarantee credit approval, payment terms, freight availability, or acceptance as an approved shipper.

## BROKER

Unique Giant Logistics, LLC

Authorized Signature

Date

## SHIPPER

Authorized Signature \*

Date \*



## E. FOR UNIQUE GIANT LOGISTICS USE ONLY

This section is for internal review and approval by Unique Giant Logistics, LLC.

### Credit Status

Credit Approved

Prepaid Required

Declined

Additional Review

### Approved Payment Terms

Net 15

Net 30

Prepaid

Other

### Approved By

### Approval Date

### Internal Notes

### INTERNAL APPROVAL REMINDER

The Agreement becomes effective only upon written approval by Unique Giant Logistics, LLC. Internal approval should be documented above before the shipper is treated as approved.