



**SGN operator's agreement terms and conditions were updated on
October 10th, 2026**

**For RAPID RESPONSE, LOGISTICS, TRANSPORTATION, PARCELS, PACKAGES,
ACCOMMODATIONS, CREW, APP & CENTER.**

This Logistics Operator "Agreement" sets forth the terms and conditions under which **SGN Air LLC, at 4827 Old National Hwy, #2208, College Park, GA 30337, and its subsidiaries, affiliates, and partners**, in return for payment in the amount indicated, agrees to provide Rapid Response & IROPS services for airlines, passengers, and crew members, including accommodation, transportation, and express delivery of perishables, parcels, bags, and supplies. This edition supersedes and replaces any previous version.

Therefore, by registering with, accessing, booking "SGN Rapid Response", or by tendering parcels, packages, or otherwise using this website, mobile app, or sgn.rezgo.com, you agree to be bound by these Terms and Conditions set forth herein, and submit unreservedly to all provisions.

Pricing Estimates, Quote Validity, and Reservation Confirmation

1. **Standard Service Quotes.** Unless expressly stated otherwise in an SGN-approved written agreement, pricing quotes for standard services, including Express Delivery, Shipment, transportation, parking, and individual hotel services, remain valid for **15 minutes** from the time issued and are dependent on available capacity. Estimates converted into bookings after cutoff time for same-day pickup/delivery are subject to rate change.
2. **Airline Lodging Quotes.** Pricing quotes issued for verified crew accommodations, displaced-passenger lodging, or irregular operations (IROPS) remain valid for **60 minutes** from the time issued.
3. **No Inventory Hold.** A quote represents a time-limited estimate and does not, by itself, reserve rooms, vehicles, parking spaces, delivery capacity, or other inventory.
4. **Confirmation Requirements.** A booking becomes confirmed only after SGN's authorized process successfully validates the quote, account permissions, availability, agreed rate, and other required information, and issues confirmation.
5. **Expired or Changed Quotes.** If a quote expires or the relevant booking details, authorized rate, or availability change before confirmation, SGN may require a new quote or updated offer.



6. **Verified Business Partners.** Approved business partners' accounts may access pricing without the frequency limits applicable to other account categories. Such access remains restricted by assigned permissions, authorized properties, and applicable security requirements.
7. **Controlling Terms.** Any prior provision stating that an estimate remains valid until 11:59 PM Eastern Time on the date issued is superseded by the validity periods stated in this section, unless an expressly authorized written agreement specifies otherwise.
8. **Intellectual property.** SGN or our licensors own and control all of the copyright and other intellectual property rights ON the website and the data, information, and other resources displayed by or accessible within the website.
 1. 1 All rights reserved
 2. Unless specific content dictates otherwise, you are not granted a license or any other right under Copyright, Trademark, Patent, or other Intellectual Property Rights. This means that you will not use, copy, reproduce, perform, display, distribute, embed into any electronic medium, alter, reverse engineer, decompile, transfer, download, transmit, monetize, sell, market, or commercialize any resources on this website in any form, without our prior written permission, except and only insofar as otherwise stipulated in regulations of mandatory law (such as the right to quote).
9. Notwithstanding the foregoing, you may forward our newsletter in electronic form to others who may be interested in visiting our website
1. **Third-Party Property.** Our website may include hyperlinks or other references to other parties' websites. We do not monitor or review the content of other parties' websites which are linked to/from sgnair.com. Products or services offered by other websites shall be subject to the applicable Terms and Conditions of those third parties. Opinions expressed, or material appearing on those websites, are not necessarily shared or endorsed by SGN.
2. We will not be responsible for any privacy practices or content of these sites. You bear all risks associated with the use of these websites and any related third-party services. We will not accept any responsibility for any loss or damage in whatever manner, however caused, resulting from your disclosure of personal information to third parties.



3. **Responsible use.** By visiting our website, you agree to use it only for the purposes intended and as permitted by these Terms, any additional contracts with us, and applicable laws, regulations, and generally accepted online practices and industry guidelines hereunder. You must not use our website or services to use, publish, or distribute any material which consists of (or is linked to) malicious computer software; use data collected from our website for any direct marketing activity, or conduct any systematic or automated data collection activities on or in relation to our website.

Engaging in any activity that causes, or may cause, damage to the website or that interferes with the performance, availability, or accessibility of the website is strictly prohibited.

1. **Registration.** You may register for an account with our website. During this process, you may be required to choose a password. You are responsible for maintaining the confidentiality of passwords and account information and agree not to share your passwords, account information, or secure access to our website or services with any other person. You must not allow any other person to use your account to access the website because you are responsible for all activities that occur through the use of your passwords or accounts. You must notify us immediately if you become aware of any disclosure of your password.

After account termination, you will not attempt to register a new account without our permission.

1. **Refund and Return Policy.** Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

To exercise your right of withdrawal, you must inform us of your decision by an unequivocal statement. To this end, you may use the [withdrawal function available](#).

You can also submit by email to: **global@sgnair.com**. We will communicate to you an acknowledgement of receipt of such a withdrawal within 90 days.

To meet the deadline, it is sufficient for you to send your communication concerning your exercise of the right before the withdrawal period has expired.

1. **Effects of withdrawal.** If you withdraw from this contract, all payments received from you will be refunded, and all future/pending reservations will be cancelled.

If you requested to begin performing services during this period, all billing invoices become due before servicing the contract.



Please note that there are some legal exceptions to the right to withdraw, and some items can therefore be returned or exchanged. We will let you know if this applies in your case.

1. **Idea submission.** Do not submit any ideas, inventions, works of authorship, or other information that can be considered your own intellectual property that you would like to present to us unless we have signed an agreement regarding the intellectual property or a non-disclosure agreement. If you disclose it to us without such written agreement, you grant us a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future media.
2. **Termination of use.** We may, in our sole discretion, at any time modify or discontinue access to, temporarily or permanently, the website or any Service thereon. You agree that we will not be liable to you or any third party for any such modification, suspension, or discontinuance of your access to, or use of, the website or any content that you may have shared on the website. You will not be entitled to any compensation or other payment, even if certain features, settings, and/or any Content you have contributed or have come to rely on are permanently lost. You must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.
3. **Warranties and liability.** Nothing in this section will limit or exclude any warranty implied by law that it would be unlawful to limit or to exclude. This website and all content on the website are provided on an “as is” and “as available” basis and may include inaccuracies or typographical errors. We expressly disclaim all warranties of any kind, whether express or implied, as to the availability, accuracy, or completeness of the Content. We make no warranty that:
 1. This website or our products or services will meet your requirements;
 2. This website will be available on an uninterrupted, timely, secure, or error-free basis;
 3. The quality of any product or service purchased or obtained by you through this website will meet your expectations.
 4. Nothing on this website constitutes or is meant to constitute legal, financial or medical advice of any kind. If you require advice, you should consult an appropriate professional.
 5. The following provisions of this section will apply to the maximum extent permitted by applicable law and will not limit or exclude our liability in



respect of any matter for which it would be unlawful or illegal for us to limit or to exclude our liability. In no event will we be liable for any direct or indirect damages (including any damages for loss of profits or revenue, loss or corruption of data, software or database, or loss of or harm to property or data) incurred by you or any third party, arising from your access to, or use of, our website.

6. Except to the extent any additional contract expressly states otherwise, our maximum liability to you for all damages arising out of or related to the website or any products and services marketed or sold through the website, regardless of the form of legal action that imposes liability (whether in contract, equity, negligence, intended conduct, tort or otherwise) will be limited to 1000. Such limits will apply in the aggregate to all your claims, actions and causes of action of every kind and nature.
4. **Privacy.** To access our website and/or services, you may be required to provide certain information about yourself as part of the registration process. You agree that any information you provide will always be accurate, correct, and up to date.

We take your personal data seriously and are committed to protecting your privacy. We will not use your email address for unsolicited mail. Any emails sent by us to you will only be in connection with the provision of agreed products or services.

We have developed a policy to address any privacy concerns you may have. For more information, please see our [Privacy Statement](#) and our [Cookie Policy](#).

1. **Accessibility.** We are committed to making the content we provide accessible to individuals with disabilities. If you have a disability and are unable to access any portion of our website or service due to your disability, we ask you to give us prior notice, including a detailed description of the issue you encountered. If the issue is readily identifiable and resolvable in accordance with industry-standard information technology tools and techniques, we will promptly resolve it.
2. **Export restrictions / Legal compliance.** Access to the website from territories or countries where the Content or purchase of the products or Services sold on the website is illegal is prohibited. You may not use this website in violation of export laws and regulations of the United States.
3. **Affiliate marketing.** Through this Website, we may engage in affiliate marketing whereby we receive a percentage of or a commission on the sale of services or products on or through this website. We may also accept sponsorships or other



forms of advertising compensation from businesses. This disclosure is intended to comply with legal requirements on marketing and advertising which may apply, such as the US Federal Trade Commission Rules.

4. **Assignment.** You may not assign, transfer or sub-contract any of your rights and/or obligations under these Terms and Conditions, in whole or in part, to any third party without our prior written consent. Any purported assignment in violation of this Section will be null and void.
5. **Breaches of these Terms and Conditions.** Without prejudice to our other rights under these Terms and Conditions, if you breach these Terms and Conditions in any way, we may take such action as we deem appropriate to deal with the breach, including temporarily or permanently suspending your access to the website, contacting your internet service provider to request that they block your access to the website, and/or commence legal action against you.
6. **Force majeure.** Except for obligations to pay money hereunder, no delay, failure or omission by either party to carry out or observe any of its obligations hereunder will be deemed to be a breach of these Terms and Conditions if and for as long as such delay, failure or omission arises from any cause beyond the reasonable control of that party.
7. **Indemnification.** You agree to indemnify, defend and hold us harmless from and against any claims, liabilities, damages, losses and expenses relating to your violation of these Terms and Conditions, and applicable laws, including intellectual property rights and privacy rights. You will promptly reimburse us for our damages, losses, costs and expenses relating to or arising out of such claims.
8. **Waiver.** Failure to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce every provision.
9. **Language.** These Terms and Conditions will be interpreted and construed exclusively in English & French. All notices and correspondence will be written exclusively in those languages.



10. Use of Artificial Intelligence and Automated Systems branded “SGN Copilot” powered by ChatGPT (U.S. Operations).

1. Definitions. “AI Systems” refers to any automated, algorithmic, or machine-learning platforms, including generative AI tools, predictive routing software, and automated communication bots, utilized by SGN AIR LLC (“SGN Air”) to optimize logistics, crew accommodations, courier dispatch, or passenger transfer services.

[1]

2. Permitted Use & Efficiency. SGN Air may utilize proprietary or third-party AI Systems to streamline dispatch, project arrival times, automate customer support, and coordinate ground-handling logistics. All such usage shall comply with applicable data protection laws, including the Georgia Personal Data Privacy frameworks (where applicable) and the European Union AI Act.

3. Data Isolation and Model Training. SGN Air explicitly warrants that passenger itineraries, crew schedules, manifest details, and proprietary client logistics data provided to SGN Air shall remain confidential. Such data shall not be submitted to public AI models or used by third-party sub-processors to train, retrain, or refine machine-learning models without explicit, written opt-in authorization from the client or carrier.

4. Human Oversight & Operational Disclaimers.

SGN leverages predictive AI models to calculate traffic, ETA estimations, and rapid-response shuttle routes. However, AI-generated predictions are probabilistic. SGN does not warrant that AI-driven timelines are entirely error-free. Ultimate dispatch decisions, safety protocols, and route deviations remain subject to human driver discretion, airport security directives, and real-time weather constraints.

SGN shall not be held liable for indirect airline disruption costs arising solely from automated ETA variations.

5. Regulatory Compliance & Disclosures. In accordance with EU transparency mandates, SGN Air utilizes automated AI systems or conversational bots to interface directly with displaced passengers or crew members in the European Union; such individuals will be clearly notified that they are interacting with an automated system.



11. Entire agreement

These Operator Agreement Terms and Conditions herein, together with our [privacy statement](#) and [cookie policy](#), constitute the entire agreement between you and SGN AIR LLC in relation to your use of this website, mobile APP, and sgn.rezfo.com.

12. Updating of these Terms and Conditions. We may update these Terms and Conditions from time to time. The date provided at the beginning of these Terms and Conditions is the latest revision date. We will give you a written notice of any changes or updates, and the revised Terms and Conditions will become effective from the date that we give you such a notice. Your continued use of this website following the posting of changes or updates will be considered notice of your acceptance to abide by and be bound by these Terms and Conditions. To request a prior version of these Terms and Conditions, please contact us.

13. Choice of Law and Jurisdiction. These Terms and Conditions shall be governed by and interpreted in accordance with the laws of the State of Georgia, United States of America, without regard to its conflict-of-law principles, except where applicable mandatory law requires otherwise.

Subject to applicable law, any dispute arising out of or relating to these Terms and Conditions shall be brought exclusively before the state courts of competent jurisdiction located in Atlanta, Georgia, unless a separate written agreement signed by authorized representatives of both parties provides otherwise.

Matters concerning SGN international operations shall be governed by the applicable provisions of this Agreement, including the specific jurisdiction provisions governing those operations.

If any provision of these Terms and Conditions is determined by a court of competent jurisdiction to be invalid, unlawful, or unenforceable, that provision shall be modified or severed only to the extent necessary, and the remaining provisions shall continue in full force and effect.

14. Contact information. This website is owned and operated by SGN AIR LLC.

You may contact us regarding these Terms and Conditions through our [contact](#) page, mobile app, or chat widget.

1. **Download.** You can also [download](#) our Terms and Conditions as a PDF.

35. Full binding agreement Operator Agreement: Please note that estimates are based on the information supplied, and on liability terms and rates. Actual charges



are based on the service's weight, dimensions, classification, and commodity type; pickup and delivery locations; requested transit time; and any additional services performed, such as return to sender or hold at SGN Pickup locations.

In such cases, SGN reserves the right to amend the estimate or refuse carriage. Customers are liable for payment of all actual charges.

- **Transportation Expenses:** SGN's quote for transportation charges may include any fuel surcharge in effect at the time of booking, and any special services requested in writing or by phone will be added. It does not include any auxiliary charges, including, but not limited to, detention, last-minute cancellations (dry run), re-delivery, refused or returned shipments, customs clearance fees, taxes, duties, or other costs or expenses that may be associated with shipment.

Auxiliary charges incurred for the Shipper's account will be invoiced separately. Shippers agree to pay all auxiliary charges.

- **Transportation/Accommodation Services:** Customers authorize SGN to perform services by means of any verbal, e-mail, mobile App, facsimile, or domains or affiliates: **commercial domains:** sgnair.com; **Booking Engine:** SGN APP, sgn.rezgo.com, or other form of written communication, which authorizes us to perform such services.

Upon receipt of the Customer's authorization, SGN will commence pickup, lodging confirmation, or decline a service request. SGN will provide reasonable notification should it decline to perform a requested service.

It is agreed that SGN (i) may be retained to arrange transport and accommodation by third parties described below, and (ii) makes these arrangements only as the logistics operator.

Unless agreed in writing, SGN will not provide or arrange for the import or export of cargo; customs broker services; loading, unloading, lumber or trans loading services; warehousing or warehouse services; or any other services not specifically identified in the booking confirmation.

- **Independent Contractors:** The relationship between the customer and SGN is that of an independent contractor and is not based on common law or contract employment, agency, partnership, or joint venture. Customer understands that the transporting carrier(s) or partner that transports SGN's parcels is an independent contractor(s) and that SGN does not own, operate, or control the transporting carrier(s). The transporting carrier(s) or partner(s) is responsible for loss or damage



claims (see “Liability of Transporting Carrier(s),” below). Depending on volume, SGN reserves the right to interline or place the shipment with another Broker or other transportation intermediary, which may, in turn, ultimately place the shipment with a motor carrier, air carrier, ocean carrier, or rail carrier.

Such interline services, brokers, and transportation intermediaries are also independent contractors.

- **Dry Run Charges:** In the event the customer cancels a shipment twenty-four (24) hours or less before scheduled pickup, SGN may charge, and the customer agrees to pay all fees of the transporting carrier resulting from the cancelled shipment (dry run).

In addition, an administrative fee of up to \$100 may apply.

- **Detention Charges:** Shippers are allowed (1) hour for loading and unloading cargo, and (15) minutes for small packages. Upon expiration of the stated time, Shipper will be responsible for the payment of dry-dock charges at the rate provided by SGN or the transport carrier’s tariff or other governing terms and conditions.
- **Service Limitations:** Transit times are approximate and are not guaranteed. Price, mileage, and service options may vary based on equipment availability, freight availability, the time Shipper delivered parcels to SGN, weather, Force Majeure, and other unavoidable or unforeseen transportation, broker, or customs delays.
- **SGN Liability:** SGN has no liability under any legal theory for loss, non-delivery, damage, shortage, or delay, unless such claim results solely, proximately, and directly from Shipper's negligence or breach in its performance of services under these terms and conditions. Any such liability on SGN’s part, under any legal theory, shall be limited to the same extent as the limitations on the transporting Carrier’s full truckload (“FTL”), less than load (“LTL”), express carload (“ECL”), intermodal or rail liability for the shipment at issue (as provided in Section 10, below) or \$100,000, whichever is less.

SGN maintains insurance as required by the DOT/FMCSA/DGAC regulations governing transporters but does not specifically insure shipper’s cargo.

SGN contractually requires the transport carrier(s) to maintain any legally required insurance. SGN recommends that the Shipper obtain a policy of all-risk or another suitable policy of insurance to provide coverage for parcels.



SGN shall not be responsible for loss or damage due to improper loading and/or securement (including blocking and bracing), due to an inherent vice or defect, or for any other act or omission constituting the customer's fault.

SGN does not control the transporting carrier's equipment or drivers and is not responsible for the consequences or expenses associated with any collision, accident, or mechanical breakdown, including, but not limited to, towing charges, road cleanup and debris removal, warehousing or temporary storage, or field trans loading services.

In no event will SGN have any liability arising from or related to the carrier or the carrier's insurer, limiting its liability for loss and damage.

Customer acknowledges and agrees that the sole liability of SGN with respect to loss, damage, or delay shall be as outlined in this operator agreement, terms and conditions.

- **Liability of Transporting Carrier(s):** Shipper agrees that a full truckload ("FTL") carrier's liability for loss or damage is limited to the lesser of \$100,000 per full truckload or container load, and that this service request shall be handled by SGN freight partners, regardless of the number of shipments or bills of lading contained therein, or the actual invoice value. Customer agrees that a Less than Load ("LTL") carrier's liability for loss or damage to cargo is limited to the lesser of \$10 per pound or the actual invoice value of the lost or damaged cargo, not to exceed a total of \$100,000. Liability for loss or damage resulting from car delivery, rail, and intermodal shipments will be as provided by the applicable agreement or rail circular. Should a released value be declared on the bill of lading, the carrier will be responsible for the lesser of the above or the released value. Higher levels of liability for higher transportation charges may be obtained by calling SGN at least forty-eight (48) hours in advance of the requested pick-up date to request an estimate based on the specified level of carrier liability. SGN will provide an estimate, which must be approved in writing by the shipper before pickup. A higher value declared on the bill of lading shall not increase carrier liability unless Shipper and SGN have executed the written agreement specifying the rate and liability set forth above.

Transporting carrier shall not be responsible for loss or damage to cargo due to improper loading and/or securement (including blocking and bracing), due to an inherent vice or defect in:

- **Perishables:** If Shipper requests service with respect to perishables, Shipper acknowledges and agrees that if Shipper has not requested temperature control service or other specialized handling requirements, then all such perishables have been packaged in such a manner to ensure safe and sanitary handling during



transportation without adoption by the underlying carrier or partner of any specialized handling procedures and as such SGN has no obligation to arrange for any specialized handling. If specialized handling has been requested, SGN's sole obligation is to pass through such specialized handling instructions to the underlying carrier or partner. With respect to food for which temperature control service has been requested, Customer acknowledges and agrees that SGN's sole responsibility will be to communicate requested temperature ranges to the underlying carrier and that ambient air temperature readings, if any, taken by the loader and receiver at origin and destination are sufficient to ensure safe and sanitary handling of Shipper's commodities.

Any request for specialized handling, including controlled temperature transit, must be submitted to SGN in writing at the time of the initial request for service to which the instructions relate. As between SGN and Shipper, Shipper shall have sole discretion in determining shipment handling instructions, or for any other act or omission constituting Shipper's fault.

Shipper acknowledges and agrees that failure or alleged failure by a transporting carrier to comply with shipment handling instructions, or a broken trailer or package seal, shall not, in and of itself, be grounds for rejection of a shipment or filing of a claim for loss and damage without proof of actual loss or damage.

- Tobacco Products: SGN does not arrange transport of Tobacco Products, which include but are not limited to cigarettes, smokeless tobacco, cigars, loose tobacco (whether for pipes or roll-your-own cigarettes), or hookah tobacco, etc. Shipper (i) represents that no Tobacco Products are included in shipments arranged by SGN and (ii) agrees to defend and indemnify SGN for any unlawful shipping of Tobacco Products.
- Hazardous & Dangerous Goods: SGN does not arrange transport of hazardous materials or dangerous goods. Shipper (i) represents that no hazardous materials or dangerous goods are included in shipments given to SGN for transport and (ii) agrees to defend, indemnify & hold harmless SGN and its officers, employees, agents, contractors, drivers and insurers against all claims, liabilities, losses, fines, reasonable attorneys' fees and other expenses arising out of or relating to any contact with, exposure to or release of any Hazardous Material or dangerous goods, including without limitation, fines or expenses relating to the removal or treatment of Hazardous Material or any other remedial action about the Hazardous Material or dangerous goods under international, federal or state law, or (iii) Shipper maybe subject to prosecution and fully liable to SGN for the contact, exposure or release



during pickup, transportation or delivery for any unlawful shipping of Hazardous Products or dangerous goods.

- Claims against Transporting Carrier: All claims must be filed directly with the actual transporting carrier unless otherwise agreed. Shippers will not file concealed damage claims valued at less than \$350.

SGN can assist in facilitating the Customer's claim by filing overage, shortage, or damage claims with the transporting carrier(s).

A written notification of a pending claim must be provided to SGN by the Shipper within ten (10) days of the date of delivery, or date of scheduled delivery in the event of a lost shipment.

The Shipper must promptly provide any documentation requested by SGN to facilitate the processing of claims, and agrees to defend, indemnify, and hold SGN harmless against claims, liabilities, fines, investigation expenses, business interruption, and damages related to or arising from or out of inaccurate or incomplete information or any Shipper's breach of this warranty.

The carrier is required to acknowledge the claim in writing within thirty (30) days of receipt. Written claims for cargo damage must be filed with the carrier within ten (10) days of delivery, or they are time-barred. In the event of dispute, the Shipper may pursue legal action for recovery against the carrier, which must be instituted in a court of appropriate jurisdiction within a ninety (90) day period from the date the carrier denies the claim. Failure to file claims or pursue legal action within the stated time limits will result in an absolute bar to any such claim and legal action and will relieve the carrier of any liability with respect thereto. Shipper waives any claim against SGN arising from or relating to SGN's facilitation of claim and the claims process, to the fullest extent permitted by law.

- Claims against SGN: A written notification of a pending claim must be provided to SGN by customer within ten (10) days from the date of delivery, or the date of scheduled delivery in the event of a lost shipment or rapid response claims. Customer is responsible for filing a claim with SGN alleging SGN's liability for loss, non-delivery, and damage within ten (10) days of the date of delivery (or, if none, within ninety (90) days of the date shipment should have been delivered). In the event of dispute, the customer may pursue legal action for recovery against SGN, which must be instituted in a court of appropriate jurisdiction within one (1) year from the earliest date the carrier, broker, hotel, airline or SGN denies the claim. Failure to file claims or pursue legal action within the stated time limits will result in



an absolute bar to any such claim and legal action and will relieve SGN of any liability with respect thereto.

SGN is entitled to receive payment of all sums due to it for services rendered without regard to any claims for loss or damage which may occur in the course of such services. Customers shall not have the right to delay, withhold, charge back or offset payment for SGN's services due to or as against any claims for loss or damage, and any effort to do so shall be prohibited.

- **Loss and Damage Valuation:** For purposes of the valuation of claims for loss or damage to parcels shipped under these terms and conditions, such claims shall be based on the value of the lost or damaged goods as evidenced by the shipper's invoice at pickup. If there is no shipper invoice, other relevant evidence of the package's fair market value at destination may be considered.
- **Claims Process, Damage Inspection, Mitigation, and Salvage Rights:** Claims for loss or damage shall be processed in the manner provided by 49 C.F.R. Part 370. Following any event causing damage, Shipper shall take commercially reasonable steps to preserve the damaged items and to provide reasonable notice and an opportunity for all interested parties to inspect the damaged parcel. At all times, Shipper is required to take all commercially reasonable steps to mitigate its damage. If the transporting carrier or SGN pays a damage claim, the paying party shall be entitled to salvage the damaged item to mitigate the damage claim. Customer or a shipper may reasonably refuse to permit a salvage sale of the damaged item, but the party paying the claim shall be entitled to deduct the fair market salvage value of the damaged item or parcel from the amount of the claim.
- **France Shipments:** Neither the Broker nor the transporting carrier makes any representation that the customer will receive any compensation for loss or damage in France, which is governed solely by French law. Neither SGN nor the transporting carrier shall be liable for loss or damage for shipments to, from, or through France.
- **Consequential and Punitive Damages:** Neither SGN nor a transporting carrier shall be liable for any form of special, incidental, indirect, extended, punitive, or consequential damages, or for other indirect costs, fees, or charges of any kind arising from transportation or other services provided, regardless of the form of action, theory of recovery, or the failure of essential purpose of any other limited remedy, even if SGN or a transporting carrier had knowledge that such damages could be incurred.



- Force Majeure: SGN and the transporting carrier(s) shall not be legally responsible for loss or damage or a failure or delay in performance of services caused by a Force Majeure. A Force Majeure shall include Acts of God, or the public enemy, natural disasters or weather-related events, war conditions, terrorism, governmental interference or requirements, regulations or actions, embargoes, fires, floods, labor disorders, riots or civil disorder, closing of the public highway, inherent vice of the goods being transported, or, without construing the foregoing as words of limitation, any other cause beyond SGN's reasonable control.
- Payment Terms, Credit and Collection: Estimates and charges are stated in U.S. dollars (USD or euros (EUR) unless otherwise specified. Charges must be paid within sixty (60) minutes of receipt of the invoice, unless a signed written agreement expressly provides alternate terms. The quote-validity periods established in Articles 1 and 2 remain separate from, and do not modify, this invoice-payment deadline.
- SGN accepts company checks, bank certified checks, electronic transfers, debit/credit card payments, including Venmo, CashApp, PayPal, Zelle, Google & Apple Pay. Payments should reference the SGN invoice number.

Late payment, past-due amounts, and chargebacks are unauthorized and strictly prohibited. In the event of such activity, the customer will be barred from future services, and their bank will be liable to reimburse SGN for such losses. SGN has (30) days to file liability claims in district court against the customer's bank or financial institution.

Non-credit customers must pay for charges and services in advance. SGN may extend credit upon request. The decision to extend credit and the amount of such credit are subject to SGN's sole discretion.

Credit will be extended only after review and approval of the customer's current credit report and references. SGN reserves the right to refuse, limit, suspend, or terminate credit at any time, and to require full payment of invoices.

- Customer Indemnity of SGN: In addition to specific indemnity obligations provided in these terms and conditions, the customer agrees that it will defend, indemnify, and hold SGN harmless from and against all claims, and shall pay and reimburse any loss, damage, claim, fine, cost or expense, including reasonable attorney fees, arising from customer's breach of the operator agreement terms and conditions, or in any way related to services provided under this Agreement, except to the extent such liability arises directly and proximately from any negligent act or negligent omission of SGN in providing services hereunder.



Customers' indemnity obligations specifically include, but are not limited to, the failure of Shipper, or other party, to properly block, brace, or load Shipper's shipments; comply with applicable laws, commodity restrictions and prohibitions; and to properly describe and label packages, baggage, parcels, and freight.

- **Choice of Law and Forum:** These terms and conditions are to be interpreted under US law, and any dispute arising and any legal action to enforce, apply, or construe these terms and conditions shall be brought exclusively in the state courts in Atlanta, Georgia.

Small claims arising from SGN's operations are to be interpreted under U.S. law and shall be brought exclusively in the small claims court in Atlanta, GA. For matters concerning SGN France operations, only the small claims court in Bordeaux, France, has jurisdiction.

If collection activity or a legal action is initiated to collect unpaid and overdue accounts receivable from a customer, SGN shall also be entitled to recover, in addition to all sums and interest due, reasonable attorneys' fees, collection costs, and court costs. (including prohibited hazardous materials & items penalties and dues).

- **Governing Language:** These Terms and Conditions and all documents related hereto, either present or future, shall be prepared and interpreted in the English or French language only.
- **Bills of Lading:** SGN may undertake but is not required to prepare Bills of Lading or comparable shipping documents. Regardless of whether SGN participates in the preparation of the Bill of Lading, such Bill of Lading and its content are the responsibility of the shipper or Customer, and Shipper understands and agrees that SGN is not liable for any errors or omissions in any Bill of Lading.
- **Complete Agreement and Priority:** By tendering perishables, equipment, parcels, rush bags, packages, or cargo to SGN for shipment by transporting carriers, displaced passengers lodging, crew accommodations, and pack and ship services, customer accepts and agrees to the entire operator agreement terms and conditions set forth herein. This is the complete agreement and understanding between SGN, partners, and customers. This edition supersedes any other prior written or verbal agreements, understandings, representations, or assurances between SGN, partners, and customers as to the subject matter.

As between SGN and Customer, to the extent this document conflicts with any other agreement, bill of lading, delivery receipt, purchase order, or other shipment-related document issued by or on behalf of Customer, or on behalf of a shipper, consignor,



consignee, agent or carrier, this document shall control, unless the conflicting document expressly states it controls and is signed by authorized representatives of both parties.

- **Binding Authority:** The individual authorizing services by SGN and a transporting carrier is an authorized representative of the customer who has read and fully understands these terms and conditions. Customer warrants and represents that if it is not the owner/designator of the shipment or service request to be carried out under these terms, Customer holds authority from such owner to bind the owner, including their bank, credit union, credit or debit card company and/or financial institution to these terms and conditions.
- **Non-Waiver of Rights:** SGN's waiver of any customer default or failure to enforce any term hereof shall not be construed as a waiver of either a subsequent or continuing default or a waiver of any term of these terms and conditions.
- **Modification of the Operator Terms and Conditions:** SGN reserves the right to amend, supplement, or delete any or all Conditions of the foregoing operator agreement, terms and conditions at any time, without prior notice, and in its sole discretion.

Signature

(electronically signed on access)