



TERMS AND CONDITIONS OF SERVICE

Effective Date:
September 7, 2025

These Terms and Conditions ("**Terms**") govern all logistics, freight forwarding, and related services provided by **Pure Classical LLC** ("**Company**," "**we**," "**our**," or "**us**") to the Client ("**Client**," "**you**," or "**your**"). By engaging our services, requesting a quote, or accepting our arrangements, the Client agrees to these Terms.

1. **Definitions:**

- a) **Company:** Pure Classical LLC
- b) **Client:** Any party engaging the Company's services, including the shipper, receiver, consignor, consignee, holder of transport or shipping documents, any person with a present or future interest in the goods, or anyone acting on behalf of such parties.
- c) **Carrier:** any entity that is legally responsible for transporting goods from one location to another that undertakes the physical movement of the goods, whether by sea, air, or land. Carriers can include trucking companies, shipping lines, airlines, and railroads.
- d) **Domestic:** Refers to the United States, including its territories and possessions.
- e) **International:** Refers to any country or territory outside the United States, including shipments between international locations or between international and domestic points.
- f) **Dangerous Goods:** Also referred to as HAZMAT, restricted articles, hazardous materials, or dangerous cargo, are substances or items that may pose a risk to the safety of an aircraft, trucks, or the people on board or involved in transportation. These include substances that are flammable, corrosive, toxic, oxidizing, explosive, radioactive, infectious, or under pressure as compressed gases, as well as materials that are dangerous when wet, spontaneously combustible, self-reactive, organic peroxides, or harmful to the environment.
- g) **Service Agreement:** A written agreement setting forth specific services, pricing, schedules, or other terms agreed by the parties.

2. **Company as agent and Scope of Services:**

- a) Retention: The Client hereby appoints the Company as its non-exclusive agent solely to arrange transportation of goods, customs clearance, and related logistics services. The Company does not act as a carrier and shall not assume custody, possession, or title to the goods, except where expressly provided under law. Liability for loss, damage, delay, or other claims rests exclusively with third-party carriers, warehousemen, customs brokers, or the Client's cargo insurance. The Client warrants that it is the owner or authorized agent of the owner of the goods and has full authority to enter into this Agreement. Nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship between the Company and the Client.
- b) Scope of Services: The Company's services may include, but are not limited to preparation and/or processing of export declarations and ATA/TECRO Carnets; providing or arranging customs brokerage through licensed third parties; booking or confirming cargo space with carriers; preparation of delivery orders, and shipping documents; coordination of crating, packing, unpacking, and temporary warehouse storage; arranging cargo insurance as agent only, upon written request; handling or remitting freight payments advanced by shippers.
- c) Use of Subcontractors and Third Parties: The Company may engage subcontractors, agents, or third-party service providers to perform all or part of the services. The Company shall exercise diligent and utmost care in selecting such subcontractors and agents but does not guarantee their performance. The Company is not liable for the acts, omissions, or delays of third parties except as otherwise set forth in Section 8 Liability and Limitations. Any claims related to third-party services must be directed to the responsible third party, and the Company will reasonably cooperate with the Client in pursuing such claims.

3. **Client Obligations and Warranties.** The Client shall:

- a) Fully disclose the nature, value, contents, and any special characteristics of the goods, including any Dangerous Goods, CITES-materials, and other regulated items.
- b) Provide accurate and timely shipment details, project itinerary, and instructions.
- c) Properly pack, mark, label, and describe goods in accordance with applicable laws and industry standards to withstand intended transport.
- d) Obtain and maintain cargo insurance covering the full replacement value, unless the Company is requested in writing to arrange coverage as agent. Proof of insurance shall be provided upon request.
- e) Obtain all required export licenses or permits. The Company is not responsible for delays, seizures, or penalties resulting from failure to obtain such authorizations.
- f) Be solely responsible for all duties, taxes, assessments, and related charges, and indemnify the Company against government claims related thereto.
- g) Consent to inspection of cargo by the Company, its agents, U.S. or foreign customs authorities, the Transportation Security Administration (TSA), or any foreign government or airport security agency responsible for cargo screening, including opening sealed packages when legally required or necessary for regulatory compliance or safety.
- h) Ensure compliance with all applicable domestic and international laws, regulations, and transportation safety requirements, including customs, export controls, trade sanctions, embargoes, as well as Sections 4 Dangerous Goods, and 5 Transportation Security Administration TSA Security Compliance. This includes proper documentation, packaging, labeling, and security measures. The Client shall not tender prohibited goods, including explosives, undeclared Dangerous Goods, or other items restricted by law.

4. **Dangerous Goods:**

- a) Regulatory Compliance: The Client shall comply with all applicable international regulations related to Dangerous Goods, including but not limited to Federal Hazardous Materials Regulations (49 CFR Parts 171–180), IATA Dangerous Goods Regulations (DGR), and ICAO Technical Instructions.
- b) Qualified Personnel and Documentation: To transport Dangerous Goods as a commercial shipment, the items must be prepared by qualified personnel. The shipper must hold the relevant Dangerous Goods credentials and is required to complete a Shipper's Dangerous Goods Declaration, certifying that the cargo has been properly packed, labeled, and declared in accordance with the IATA Dangerous Goods Regulations (DGR).
- c) Acceptance and Handling Limitations: The Company shall not accept or handle Dangerous Goods without prior written agreement and reserves the right to refuse any shipment containing undeclared or improperly packaged Dangerous Goods.

5. **Transportation Security Administration (TSA) Security Compliance:**

- a) Regulatory Compliance: The Company operates in accordance with the security requirements set forth under Title 49 of the Code of Federal Regulations (CFR), specifically Parts 1540 and 1548, as enforced by the Transportation Security Administration (TSA). The Client shall likewise comply with all applicable TSA security requirements and cooperate fully with the Company to ensure the security and integrity of all shipments.
- b) Cargo Screening: All air cargo is subject to TSA-mandated screening under the Certified Cargo Screening Program (CCSP) or other TSA-approved protocols. The Client acknowledges that cargo may be opened, inspected, screened, or refused in accordance with these requirements and agrees not to interfere with screening. The Client must provide accurate and complete cargo descriptions.
- c) Prohibited Items: The Client shall not tender any prohibited cargo under TSA or other applicable transportation security regulations. Concealment, misrepresentation, or submission of falsified documentation may result in refusal of service, confiscation, reporting to authorities, and legal action. The Client assumes full liability for such violations.

6. **Indemnity for Government Actions.** The Client shall indemnify, defend, and hold harmless the Company, its officers, employees, and agents from and against any and all losses, fines, penalties, seizures, claims, liabilities, costs, damages, or expenses (including, without limitation, reasonable attorneys' fees and costs of investigation or enforcement) arising out of, or in connection with, inspections, detentions, seizures, delays, or other actions taken by any governmental, regulatory, or customs authority relating to the Client's goods. This indemnity expressly includes, without limitation, liabilities arising from incorrect, incomplete, or unlawful declarations, documentation, or conduct, or from the Client's failure to comply with Section 3 (Client Obligations and Warranties), Section 4 (Dangerous Goods), or Section 5 (Transportation Security Administration TSA Security Compliance). This indemnity shall not apply to the extent that such losses or liabilities result from the Company's gross negligence or willful misconduct, as defined under applicable law.
7. **Fees and Payments:**
- a) Fees for services shall be as specified in the written cost estimate or Service Agreement.
 - b) All payments shall be made in US Dollars unless otherwise agreed in writing.
 - c) Payment terms, including due dates and methods of payment will be as stipulated in the applicable Service Agreement, cost estimate, or invoice issued by the Company. In the absence of such agreement, the Company's standard payment terms of fifteen (15) calendar days from the date of invoice shall apply.
 - d) The Client guarantees payment of all fees, charges, and third-party costs incurred. The Client bears all risks related to currency fluctuations. This includes fluctuations in exchange rates applied by third-party providers or reflected in final billing totals. Invoices reflect exchange rates at the time of billing.
 - e) Late payments shall accrue interest at 1.5% per month or the maximum rate permitted by law, whichever is lower.
 - f) The Client shall reimburse all costs of collection, including attorney's fees and expenses.
 - g) The Company reserves a lien on all goods, shipments, and insurance proceeds to secure unpaid fees. The Company may exercise a lien under applicable federal or state law.
 - h) Duties, taxes, and other government assessments are the sole responsibility of the Client unless otherwise agreed in writing.
 - i) The Company may suspend services and withhold delivery or release of goods if payment is overdue.
8. **Liability and Limitations:**
- a) The Company acts solely as an agent on behalf of the Client to arrange transportation of goods, customs clearance, and other related services. Carriage and logistics functions are arranged with third-party service providers on behalf of the Client. At no time does the Company act as a carrier, assume the responsibilities of a carrier, or take possession or title to the goods, except where expressly provided under law.
 - b) The Company shall not be liable, in its capacity as an agent, for any loss, damage, delay, or expense arising out of the acts or omissions of third-party carriers, warehousemen, customs brokers, or other service providers. The Company's liability, if any, shall be limited solely to direct losses proven to result from the Company's gross negligence or willful misconduct, as defined under applicable law. The Company does not assume responsibility for carrier delays or acts beyond its reasonable control.
 - c) Liability for loss, damage, or delay rests with third-party service providers. The limits of liability listed below correspond to those established by law or as applied by the carriers or service providers:
 - i) International Airfreight: 22 Special Drawing Rights (SDR) per kilogram, in accordance with the Montreal Convention of 1999, Article 22(3). The SDR is a monetary unit defined by the International Monetary Fund (IMF) *and subject to currency fluctuations. As of September 2, 2025, 1 SDR ≈ \$1.43 USD (22 SDR ≈ \$31.42 USD per kilogram).*
 - ii) Domestic Airfreight: approx. \$0.50 per pound or \$40 per article, whichever is less, as per applicable air carrier tariffs and contractual terms.
 - iii) International Trucking:

- (1) For non-CMR-covered international ground transport: \$2.00 per pound or \$100 per package, whichever is less.
- (2) For CMR-covered shipments (where applicable): 8.33 Special Drawing Rights (SDR) per kilogram, in accordance with the Convention on the Contract for the International Carriage of Goods by Road (CMR), 1956. The SDR is a monetary unit defined by the International Monetary Fund (IMF) *and subject to currency fluctuations. As of September 2, 2025, 1 SDR ≈ \$1.43 USD (8.33 SDR ≈ \$11.90 USD per kilogram).*
- iv) Domestic Trucking: \$0.50 per pound or \$40 per article, whichever is less, in accordance with the Carmack Amendment (49 U.S.C. § 14706).
- v) Domestic Warehousing: \$0.50 per pound or \$40 per article, whichever is less, in accordance with the Uniform Commercial Code (UCC) §§ 7-204 and 7-309.
- d) The Company's maximum aggregate liability shall not exceed the total fees paid by the Client for the specific services giving rise to the claim.
- e) The Company shall not be liable for any special, incidental, indirect, consequential, exemplary, or punitive damages, including but not limited to loss of profits, loss of use, or business interruption.
- f) The Company makes no warranties or guarantees regarding transit or delivery times. All delivery schedules are estimates only and may be impacted by carrier availability, customs delays, or unforeseen logistical issues.
- g) The Company is not liable for Force Majeure Events or defects in goods.
- 9. **Force Majeure.** Neither party shall be liable for any delay or failure caused by Force Majeure Events, including acts of God, war, terrorism, civil unrest, embargoes, natural disasters, pandemics, epidemics, labor strikes, supply chain disruptions, cyberattacks, government shutdowns, border or port closures, mechanical failures, carrier insolvency, or defects in goods. The affected party shall notify the other party in writing of the occurrence of the Force Majeure event within five (5) business days and shall use reasonable efforts to mitigate the effects and resume performance as soon as practicable.
- 10. **Cargo Insurance.** The Client is solely responsible for obtaining cargo insurance covering the full replacement value of the goods, unless expressly requested in writing for the Company to arrange coverage as agent only. Any insurance arranged by the Company is subject exclusively to the insurer's terms, conditions, exclusions, deductibles, and claims procedures. The Company does not act as an insurer or co-insurer, does not underwrite or guarantee insurance coverage, and assumes no liability for the availability, scope, denial, processing, or payment of insurance claims, nor for the solvency or performance of any insurer. Premiums and related fees for insurance are invoiced separately from freight and service charges.
- 11. **Claims, Notices, and Inspection:**
 - a) The Client shall notify the Company in writing by email or certified mail of any damage or delay within five (5) calendar days and any loss within fifteen (15) calendar days of the anticipated delivery date. The claim must include sufficient details to allow investigation.
 - b) The Company reserves the right to refuse to accept claims received after the stated deadlines, except where the Client can demonstrate just cause for the delay.
 - c) Claims will not be considered unless all invoices relating to the shipment are paid in full.
 - d) The Company reserves a lien on any insurance proceeds related to the shipment until all outstanding fees and charges are paid.
 - e) All legal actions or proceedings arising out of or related to any claims under these Terms and Conditions must be commenced within one (1) year from the date of completion of the relevant service or from the date the event giving rise to the claim occurred, whichever is later, unless a longer or shorter limitation period is mandated by applicable law governing carrier or warehouse liability. For example, air cargo claims governed by the Montreal Convention may be subject to a two-year limitation period.

- f) Failure to commence legal proceedings within the applicable limitation period shall result in the automatic waiver and release of all claims against the Company.
12. **Disclaimer of Warranties.** Except as expressly stated herein, the Company makes no warranties, express or implied, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, or non-infringement, regarding the services provided.
13. **Governing Law and Jurisdiction.** These Terms are governed by the laws of the State of Florida and applicable federal laws of the United States. Exclusive jurisdiction and venue lie in Tampa, Hillsborough County, Florida.
14. **Governing Language.** If this Agreement is translated into any language other than English, the English version shall govern in all disputes or interpretations.
15. **Term of Agreement and Termination:**
- a) This Agreement is effective upon execution and continues until canceled with 30 days' written notice.
 - b) Immediate termination is permitted for material breach, including non-payment.
 - c) The Client remains liable for all services and expenses incurred up to termination.
 - d) Provisions relating to payment obligations, indemnities, limitations of liability, confidentiality, governing law, dispute resolution, and claims shall survive termination or expiration of this Agreement.
16. **Entire Agreement / Severability.** These Terms, together with any written Service Agreement or cost estimate, constitute the entire agreement. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. If any provision of the arbitration clause is held invalid or unenforceable, the remainder of the clause and Agreement shall remain in effect.
17. **Amendments.** The Company may update these Terms. Updated Terms posted on the Company's website govern services requested after the effective date. Continued use of the Company's services after the effective date of updated Terms constitutes acceptance of such Terms.
18. **Limitation on Waiver.** Failure to enforce any provision does not constitute a waiver of future rights.
19. **Limitation on Assignment.** The Client may not assign or transfer any rights or obligations under these Terms without prior written consent from the Company.
20. **Confidentiality and Intellectual Property.** The Client agrees to maintain the confidentiality of any proprietary or sensitive information provided by the Company. All intellectual property, documents, software, or materials supplied by the Company remain the sole property of the Company and may not be used without prior written consent.
21. **Data Privacy / GDPR / CCPA.** Client information provided to Pure Classical LLC will be used solely for logistics services, billing, and regulatory compliance. The Company will handle personal and business information in accordance with applicable privacy laws, including GDPR and CCPA, and will not sell or share information for marketing purposes without consent.
22. **Electronic Communications and Signatures.** Scanned, faxed, or electronically transmitted signatures are valid and binding. Email communications are acceptable for notices, requests, and confirmations. All electronic signatures and communications shall be binding in accordance with the Electronic Signatures in Global and National Commerce Act (E-SIGN Act).
23. **Notices.** Formal notices must be delivered via email, certified mail, or courier to the address provided by the parties and are effective upon receipt.
24. **Acknowledgement and Warranty of Authority.** By requesting services or tendering shipments, the Client and its representatives confirm authority to bind the Client, appoint the Company as agent, and guarantee payment. Use of services constitutes acceptance of these Terms, and all information provided shall be true and complete.