

General Terms and Conditions

1. Customer agrees to pay LAN's posted rates. All invoices are due & payable upon receipt. LAN shall have the absolute right to stop work for Customer in the event that Customer does not pay as required. Interest will begin accruing at the rate of 10% per annum on all balances more than (30) days past due.
2. In the event of any legal action, whether litigation, arbitration, or otherwise, only for the purpose of collecting on any past due balance, the prevailing party shall be entitled to recover their reasonable attorney's fees & court costs from the non-prevailing party.
3. LAN shall not be responsible or required to perform any extra or additional work, or any change order, beyond the scope of the work described in the quote signed off on by Customer, unless the same is agreed upon in writing & signed by LAN.
4. Receipt of payment in full of an outstanding invoice shall be conclusively be deemed to constitute Customer's acceptance & approval of the work performed by LAN that is billed on said invoice.
5. Unless otherwise given in writing & signed by LAN, there are no warranties or representations of any kind, whether express, implied, or otherwise, regarding the work performed by LAN, There are no warranties of merchantability or of fitness for a particular purpose.
6. LAN's liability to Customer and/or Customer's agents, employees, principals, assigns, successors, or representatives for damages of any type, whether for breach of contract, negligence, attorney's fees, court costs, or otherwise, except for fraud or gross negligence, shall not exceed \$0.50/lb. or \$500.00 per occurrence, whichever is less.
7. LAN shall not be responsible or liable to Customer for any delays, fees, costs, losses, damages, or claims, as a result of strikes, acts of God (including, but limited to earthquakes, flooding, tornadoes, hurricanes, storms or wind, plagues, or pandemics), war, terrorism, riots or civil disorder, or as a result of compliance with legal orders from civil or military authorities.
8. Customer shall indemnify and hold LAN harmless from any and all expenses, damages, losses, costs, fees, or claims suffered or incurred by LAN as a result of any negligence, misrepresentation, breach of these terms & conditions, or violation of law by Customer.
9. Customer shall be responsible for reimbursing LAN for any advances and/or terminal fees paid by LAN that were reasonably necessary in order to carry out or complete the work included in the quote from LAN to customer.
10. LAN shall have no responsibility or liability to Customer for any damage to bare, unpackaged, or unprotected cargo or goods.
11. LAN shall have no responsibility or liability to Customer for concealed damage to cargo or goods that existed at the time of delivery to LAN's facility.
12. By electing to not use NCB pre inspection, customer assumes liability and responsibility for any and all charges in the event of container being rejected at the delivery terminal or by Steamship Line (including but not limited to: drayage, re-handling, terminal fees, as well as any potential fee listed in the above terms and conditions.)