

China-Long Beach Express Guaranteed Expedited Services - Terms & Conditions

Matson Navigation Company, Inc. ("Matson") will provide a guarantee of delivery date (the "Guarantee") to eligible shipments tendered under the Guaranteed Expedited Service ("GES") from China. If a guaranteed shipment is not delivered by the guaranteed delivery date ("GDD"), Matson will refund the agreed upon percentage of the freight charges, excluding fuel surcharges and accessorial charges, (the "Guarantee Payment") to the Shipper (defined as the party to the service contract with Matson) subject to the following terms and conditions.

1. Eligible Shipments

- The shipment must be booked under the GES.
- The shipment and all required documentation must be received at Matson's terminal facility in Shanghai, Ningbo, or Xiamen China before the cut-off time for loading cargo to the intended sailing vessel.
- The shipment will be routed through the port of Long Beach.
- The destination must be a point within the continental United States serviced by the GES. Upon request, Matson will provide a list of points serviced by the GES.
- The Shipper must have entered into a service contract with Matson that sets forth the rate and percentage of refund for the GES.

2. Ineligible Shipments

- Hazardous Cargo
- Temperature Controlled Cargo
- Cargo requiring special equipment for inland carriage or delivery

3. Guaranteed Delivery Date

- Matson will provide a GDD at the time of booking.
- The GDD will be calculated as of the date that the shipment is made available at the destination address listed on the Matson bill of lading, regardless of whether the consignee takes delivery of the shipment.

4. Exceptions to Guarantee

1. The Guarantee is not available if delivery by the GDD is frustrated due to an event or condition beyond the reasonable control of Matson or its independent contractors, including but limited to the following conditions:
 - Incorrect destination address
 - Refusal or unavailability of person at destination address to take delivery
 - Acts of governmental authorities acting alone or in agreement with other governments that impose embargoes, import or export quotas, duties, or other tariff or non-tariff barriers on trade in goods or services
 - Delivery impacted by U.S. observed holidays
 - riots; disturbances; war; act of public enemies or public authorities
 - terrorism
 - strikes; lockouts; work stoppage; labor slowdowns; labor unrest

- prolonged shortage of energy or other supplies
 - mechanical breakdown in equipment, vessels or facilities of Matson and underlying carriers
 - train derailment
 - impassable highway or rail line
 - lack of capacity on a street, road, highway or bridge
 - epidemics, quarantines
 - acts of God, including without limitation, fire, flood, hurricane, typhoon, earthquake, lightning, severe weather and explosion
 - defect or inherent vice in the cargo
 - compliance with laws, regulations, government orders or requirements
 - inspection of cargo by government employees
 - act or omission of nominated customs broker
 - misdescription or misdeclaration of cargo
 - shortage documented at time of transloading in U.S.
 - inadequate shoring, bracing or packing of cargo in container by shipper or its agents
 - act or omission of shipper, consignee or owner of cargo or their agents or principals
2. The Guarantee is not available if Shipper fails to meet any of the following conditions:
- All shipments must be pre-cleared by Customs prior to the vessel arrival in Long Beach and Customs cleared no later than Sunday at 1630 PST.
 - All freight and related charges must be prepaid before the shipment arrives in Long Beach or the party responsible for paying freight charges must have established credit with Matson. Full freight charges are completely earned upon receipt of the shipment by Matson.
 - If the shipment is moving under a negotiable bill of lading, the original bill of lading must be surrendered to Matson before the shipment arrives in Long Beach.

5. Matson's Bill of Lading

- All shipments shall be subject to the terms and conditions of Matson's bill of lading, and all claims for cargo loss and damage shall be determined in accordance with those terms and conditions. Clause 11 of Matson's bill of lading terms and conditions is modified by these GES terms and conditions to that extent that Matson shall make a Guarantee Payment if an eligible shipment tendered in the GES and meeting the GES terms and conditions is not delivered by the GDD. Matson shall not be liable for any incidental, consequential, indirect or punitive damages or claims for loss of profits (even if Matson is advised of the possibility of same) arising from a failure to deliver a shipment by the GDD. The Guarantee Payment shall be the sole and exclusive remedy for breach of the Guarantee.

6. Procedure for Making Guarantee Payment

- If Matson fails to deliver an eligible shipment by the GDD, and the delay was not caused by an exception listed in these GES terms and conditions, Matson will issue a freight correction and refund to the Shipper if all freight charges have been paid.