



Terms and Conditions of Service

Charbel Abi Daoud dba Green Light Auto Transport

FMC License No. 027243NF

1. Parties, Acceptance, and Binding Effect

These Terms and Conditions (“Terms”) govern all services provided by Green Light Auto Transport (“GLAT,” “Company”) to the Merchant.

For purposes of these Terms, “Merchant” includes the shipper, consignee, owner of the Goods, booking party, customer, and any party with any present or future interest in the Goods.

These Terms become binding upon the Merchant’s conduct, including but not limited to any of the following actions:

- requesting a quote
- submitting a booking, shipping instruction, or cargo information
- tendering cargo for shipment
- uploading documents or cargo details
- accessing or using GLAT’s website, systems, online portal, or booking platform
- authorizing GLAT to act on the Merchant’s behalf
- making or receiving payment

No physical or electronic signature is required for enforceability. The Merchant agrees that use of GLAT’s services constitutes full and binding acceptance of these Terms. The Merchant waives any claim that these Terms are unenforceable because they were not separately signed, acknowledged, or expressly assented to.

2. Electronic and Clickwrap Acceptance

Where GLAT provides these Terms through an online portal, booking platform, website, email, invoice, rate sheet, or other electronic means, the Merchant's continued use of such systems or services constitutes valid electronic acceptance, whether or not an "I Agree" button is clicked.

Failure to read these Terms does not relieve the Merchant of any obligation under them.

3. Definitions

For purposes of these Terms:

- **Merchant** means the shipper, consignee, owner, booking party, customer, and any party with an interest in the Goods.
- **Goods** means cargo, vehicles, containers, freight, and equipment of every kind.
- **Underlying Carriers** means ocean carriers, vessel operators, terminals, ports, warehouses, truckers, rail operators, customs authorities, depots, and subcontractors.
- **Bill of Lading** includes any house bill, master bill, sea waybill, dock receipt, cargo receipt, or transport document associated with the shipment.

4. Capacity of GLAT

GLAT is licensed and may act in more than one capacity depending on the specific transaction, the services performed, and the transport document issued.

GLAT may act as:

- an **Ocean Freight Forwarder / freight forwarder / logistics coordinator**, or
- a **Non-Vessel Operating Common Carrier (NVOCC)**

GLAT's legal status for any shipment is determined by the actual services performed, the documentation issued, and whether GLAT undertakes carriage in its own name.

5. When GLAT Acts as Ocean Freight Forwarder / Logistics Coordinator

GLAT acts solely as agent for the Merchant, and not as carrier, when it:

- books transportation under an ocean carrier's Bill of Lading

- does not issue its own Bill of Lading
- arranges carriage or related services on behalf of the Merchant
- coordinates shipment services performed exclusively by Underlying Carriers

When GLAT acts solely in this capacity:

- the ocean carrier or other Underlying Carrier is the sole carrier
- the applicable carrier's Bill of Lading, tariff, terminal rules, port regulations, and customs laws govern transportation and handling
- GLAT does not assume custody, control, possession, loading, unloading, storage, carriage, or delivery of the Goods
- GLAT has no duty or ability to supervise, control, or prevent acts or omissions of Underlying Carriers

GLAT does not assume carrier liability when acting solely as freight forwarder, logistics coordinator, or agent.

6. When GLAT Acts as NVOCC

GLAT acts as NVOCC and contracting carrier when it:

- contracts with ocean carriers in its own name
- collects ocean freight as principal
- appears as shipper on the Master Bill of Lading
- issues its own Bill of Lading or other transport document
- otherwise undertakes carriage responsibility in its own name

When GLAT acts as NVOCC, its liability shall be governed by COGSA, applicable maritime law, and these Terms.

7. Scope of Services

GLAT provides freight forwarding, shipment coordination, and, where applicable, NVOCC transportation services.

All shipments are subject to:

- carrier tariffs
- terminal rules
- port regulations
- customs laws
- applicable Bills of Lading
- GLAT's tariff, if applicable

8. Application of COGSA

When GLAT acts as NVOCC, the United States Carriage of Goods by Sea Act ("COGSA"), 46 U.S.C. § 30701 note, shall apply from receipt of the Goods to delivery, including periods before loading and after discharge, whether or not COGSA would otherwise apply compulsorily.

Unless the Merchant declares a higher value in writing before shipment and pays any applicable ad valorem or additional freight, liability is limited to **USD \$500 per package or customary freight unit.**

9. No Control Over Carriers or Release of Cargo

GLAT has no duty or ability to supervise, control, or prevent acts or omissions of Underlying Carriers.

Any release, transfer, handling, storage, or disposition of cargo by an ocean carrier, terminal, port, customs authority, warehouse, trucker, or other Underlying Carrier shall be deemed authorized by the Merchant, regardless of any payment dispute, lien dispute, or carrier arrangement.

GLAT shall bear no liability for any such release, transfer, delay, hold, or mis-delivery.

Where GLAT appears as shipper on a Master Bill of Lading, the Merchant remains fully responsible for all carrier charges and shall indemnify GLAT for any carrier claims, assessments, fees, or liabilities arising from the shipment.

10. Limitation of Liability When Acting Solely as Freight Forwarder

When GLAT acts solely as Ocean Freight Forwarder, freight forwarder, logistics coordinator, or agent:

- GLAT shall not be liable for acts or omissions of carriers, terminals, customs authorities, or subcontractors
- GLAT shall not be liable for loss, damage, delay, destruction, release, or mis-delivery of Goods
- GLAT shall not be liable for consequential, incidental, indirect, special, punitive, or lost-profit damages

If GLAT is nevertheless found liable in such capacity, its liability shall be limited to the lesser of:

- **USD \$500 per shipment**, or
- the total service fees earned by GLAT on that shipment

11. General Limitation of Liability

To the fullest extent permitted by law:

- GLAT's liability, if any, shall never exceed the limits stated in these Terms
- GLAT shall not be liable for delay, market loss, loss of use, business interruption, lost profits, or other consequential or special damages
- all defenses, exclusions, and limitations available to Underlying Carriers shall inure to GLAT's benefit where applicable

12. Merchant Warranties and Responsibilities

The Merchant warrants and represents that:

- all information, instructions, declarations, values, descriptions, and documents provided are complete, accurate, and lawful
- the Goods comply with all export, import, customs, sanctions, and regulatory laws
- any hazardous, dangerous, oversized, or special cargo has been fully and accurately disclosed in writing before shipment

- all freight, charges, duties, fees, and expenses associated with the shipment will be timely paid

The Merchant assumes full responsibility for delays, fines, penalties, holds, losses, expenses, or claims caused by inaccurate information, incomplete disclosure, non-compliance, or unlawful cargo.

The Merchant shall defend, indemnify, and hold GLAT harmless from all claims, fines, penalties, damages, liabilities, costs, and expenses, including attorneys' fees, arising from or related to:

- inaccurate, incomplete, or false information
- failure to disclose hazardous or special cargo
- violation of export, import, customs, or other laws
- claims by third parties relating to the Goods or shipment

13. Dangerous, Hazardous, Oversized, or Special Cargo

Hazardous, dangerous, oversized, high-value, or special cargo must be declared in writing before booking and tender.

Improper or incomplete disclosure is solely the Merchant's responsibility and shall not be the liability of GLAT.

Undeclared or improperly declared cargo may be refused, delayed, stored, destroyed, disposed of, or otherwise handled at the Merchant's sole risk and expense.

14. Demurrage, Detention, Storage, and Other Charges

The Merchant is solely responsible for all charges related to the shipment, including but not limited to:

- ocean freight
- demurrage
- detention
- terminal handling
- terminal storage

- port storage
- chassis fees or chassis charges
- congestion surcharges
- customs fines and penalties
- warehouse loading, handling, and storage fees
- inland transport or repositioning costs
- examination, inspection, and hold fees

GLAT shall not be liable for any such charges under any circumstances.

Any amount paid or advanced by GLAT on behalf of the Merchant shall be deemed an immediate reimbursable advance due upon demand.

15. Direct Payments to Carriers

Any direct payment by the Merchant to an ocean carrier, terminal, warehouse, trucker, customs broker, or other Underlying Carrier:

- does not reduce any amount owed to GLAT unless GLAT expressly agrees in writing
- does not create liability for GLAT
- does not waive any of GLAT's rights, remedies, or claims

16. Payment Terms; No Setoff

Unless otherwise stated in writing, GLAT invoices are due **Net 10 days**.

The Merchant may not withhold, offset, deduct, defer, or delay payment due to:

- disputes with GLAT
- disputes with carriers or terminals
- cargo loss, damage, delay, or release
- any claim, counterclaim, or alleged defense

Late payments incur:

- a **\$100 late fee for every 7-day period of non-payment**

- interest at the maximum lawful rate
- all collection costs, enforcement costs, and attorneys' fees

17. General and Continuing Lien

GLAT shall have a general and continuing lien on the Goods and all related documents for:

- all unpaid charges relating to current shipments
- all unpaid charges relating to prior shipments
- advances made by GLAT
- storage, handling, and preservation costs
- legal fees, collection costs, and enforcement expenses

If payment is not made within ten (10) days after written demand, GLAT may, without further notice to the extent permitted by law:

- store the Goods at the Merchant's risk and expense
- hold the Goods or documents
- sell the Goods at public or private sale
- apply the proceeds to amounts owed

The Merchant remains liable for any deficiency remaining after application of sale proceeds.

18. Insurance

GLAT does not provide cargo insurance automatically.

If insurance is requested, the Merchant must request it in writing prior to shipment, and such coverage shall exist only if GLAT confirms it in writing and any required premium is paid.

Failure to request and obtain written confirmation of insurance constitutes the Merchant's assumption of all uninsured risk.

19. Force Majeure

GLAT shall not be liable for delay, non-performance, mis-delivery, non-delivery, or increased costs caused in whole or in part by events beyond its reasonable control, including but not limited to:

- strikes
- labor shortages or stoppages
- port congestion
- vessel delays or omissions
- government actions
- customs actions or holds
- cyber incidents
- pandemics
- quarantine restrictions
- war
- terrorism
- civil unrest
- natural disasters
- acts of God

20. Claims; Strict Notice Deadline

Any claim against GLAT must be submitted in writing within **seven (7) days** of the event giving rise to the claim.

Failure to provide timely written notice constitutes waiver of the claim to the fullest extent permitted by law.

21. Governing Law

These Terms and all disputes arising out of or relating to the services provided by GLAT shall be governed by:

- U.S. maritime law, including COGSA where applicable
- the laws of the State of Florida, without regard to conflict-of-law principles, to the extent not inconsistent with applicable maritime law

The Merchant irrevocably consents to this choice of law.

22. Arbitration; Exclusive Remedy

All disputes, controversies, or claims arising out of or relating to GLAT's services, these Terms, the shipment, or the relationship of the parties shall be resolved exclusively by **binding arbitration in Florida, USA.**

The Merchant waives any right to jury trial or court litigation except as necessary to enforce an arbitration award or where provisional relief is permitted by law.

Judgment on any arbitration award may be entered in any court of competent jurisdiction.

23. No Oral Modifications

No amendment, waiver, or modification of these Terms shall be valid unless in writing and signed by an authorized officer of GLAT.

Emails, text messages, verbal statements, prior communications, booking notes, or course of dealing shall not modify these Terms unless expressly confirmed in a signed writing by GLAT.

24. Severability

If any provision of these Terms is held invalid, unenforceable, or void, the remaining provisions shall remain in full force and effect to the maximum extent permitted by law.

25. Payment Processors; No Liability

GLAT may utilize third-party payment processors, financial institutions, or payment platforms (collectively, "Payment Processors") to facilitate the transfer of funds.

All Payment Processors act solely as independent third-party intermediaries that process payments on behalf of the Merchant and/or GLAT. Payment Processors:

- are not parties to these Terms

- do not assume any responsibility for the shipment, Goods, or performance of services

GLAT shall not be liable for any act, omission, delay, error, or failure of any Payment Processor, including but not limited to:

- processing delays
- payment reversals or chargebacks
- banking errors
- fraud, unauthorized transactions, or security breaches
- currency conversion issues
- system outages or interruptions

The Merchant further agrees that Payment Processors shall not be deemed agents, partners, joint venturers, or representatives of GLAT under any circumstances, and no claim shall be brought against any Payment Processor in connection with GLAT's services.

26. Entire Agreement

These Terms, together with any applicable GLAT tariff, Bill of Lading, rate confirmation, and governing transport documents, constitute the entire agreement between the parties and supersede all prior oral or written communications, negotiations, drafts, and understandings concerning the services provided.

If you want this cleaned into a sharper final legal-style version with tighter numbering and less repetition, I can turn this into a polished contract format next.