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TERMS & CONDITIONS

By the use of www.FreightCenter.com and/or the tendering of a shipment via FreightCenter Inc, the Customer, Shipper and/or Consignee (hereinafter collectively referred to as "Customer") agrees to these TERMS and CONDITIONS which no agent or employee of the parties may alter.

Freight Brokerage – Definition: FreightCenter Inc is a Freight Logistics Company; also know as a "Freight Broker." The federal government's laws and regulations protect Freight Brokers from liability claims due to loss or damage. The courts have upheld this position based on the fact that Freight Brokers are barred from accepting consignment (taking control) of freight. At no time does FreightCenter Inc hold, handle, store or transport freight. Customer acknowledges that FreightCenter Inc is a freight broker and NOT a freight carrier.

Freight Carrier – Definition: The freight carrier is a dually licensed and registered company that provides the actual transportation of your shipment. The freight carrier(s) is subject to all state and federal laws and regulations applicable to the transportation of this shipment and is therefore exclusively liable for the shipment. Customer understands and agrees that the freight company or companies that actually transport the shipment(s) is/are exclusively responsible for the transportation and delivery of your shipment.

Customer – Definition: The party that has arranged the shipment is the Customer. The Customer is responsible for providing accurate weights, sizes and description of shipment including the freight class and NMFC code. Customer understands that all freight rates are quoted as tailgate or curbside pick up and delivery to a commercial location and or carrier terminal drop off or pick up. Residential services are available and are charged as an assessorial service. If pickup and or delivery are requested by the Customer, the Customer warrants the locations will be carrier equipment accessible. Customer agrees to provide the means to load and unload the shipment unless these services have been arranged for as an assessorial service. Customer agrees to ensure the shipment is properly prepared for transport by freight carrier (packaging and addressing) unless these services have been arranged for as an assessorial service. The Customer AGREES TO PAY FOR ALL SERVICES AS ACTUALLY PROVIDED by FreightCenter Inc and the Freight Carrier(s).

Bill of Lading (BOL): This Bill of Lading is NON-NEGOTIABLE and has been prepared by the enrolled Customer or by FreightCenter Inc on behalf of the Customer and shall be deemed, conclusively, to have been prepared by the Customer. The General Rules Tariffs, set forth by the carrier or carriers that actual provided the transportation of the shipment, will in every instance take precedence in all legal proceedings and, when applicable, will take precedence over the FreightCenter Inc' TERMS AND CONDITIONS stated herein. If not stated within, the carrier's General Rules Tariff, the FreightCenter Inc TERMS AND CONDITIONS as stated herein shall control. In the case of conflict between the TERMS AND CONDITIONS contained herein and those set forth by the individual selected carrier's General Rules Tariff, the selected carrier's General Rules Tariff shall control. All Terms, including, but not limited to all the limitations of liability, shall apply to the selected carrier and their agents and contracted carriers.

Bill of Lading & Necessary Documentation: Required Use of Bill of Lading (BOL). The Customer is required to use the FreightCenter Inc system generated BOL. Customer agrees to sign the BOL provided by FreightCenter Inc prior to pickup. Customer must then provide (2) copies of the signed BOL to the shipper (the party at the point of pickup). Customer, or an agent of the Customer, shall consign the shipment directly to the actual transporting freight carrier. Accordingly, the Customer agrees to hold the consigned freight carrier exclusively liable for loss or damages.

Necessary Documentation: If the Customer does not complete all the documents required for carriage, or if the documents which they submit are not appropriate for the services, the Customer hereby instructs FreightCenter Inc, where permitted by law, to complete, correct or replace the documents for them at the expense of the Customer. However, FreightCenter Inc is not obligated to do so. If a substitute form of Bill of Lading is needed to complete delivery of this shipment and FreightCenter Inc completes that document, the terms of this Bill of Lading will govern. FreightCenter Inc is not liable to the Customer or to any other person for any actions taken on behalf of the Customer under this provision.

Customer's Warranties: The Customer acknowledges their responsible, and warrants their compliance with all applicable state & federal laws, rules, and regulations including but not limited to customs laws, import and export laws and governmental regulation of any country to, from, through or over which the shipment may be carried. The Customer agrees to furnish such information and complete and attach to the Bill of Lading such documents as are necessary to comply with such laws, rules and regulations. FreightCenter Inc assumes no liability to the Customer or to any other person for any loss or expense due to the failure of the Customer to comply with this provision. Any individual or entity acting on behalf of the Customer in scheduling shipments hereunder warrants that it has the right to act on behalf of the Customer and the right to legally bind the Customer. FreightCenter Inc may choose to cancel this shipping agreement and disavow itself from the shipment if any of the following occur: BOL is not signed by the Customer, unauthorized alteration or unauthorized use of this BOL, shipments tendered to any carrier other than that designated by FreightCenter Inc and shipments tendered with any bill of lading not issued by FreightCenter Inc.

Calculation of Rates & Charges: This shipment was rated based on information provided by the Customer and approved by the Customer. Rate calculation includes: the type of item(s) being shipped (class), weight, size, volume, type of packing, number of items and commercial or residential pickup or delivery, type of service requested and transit time. Shipping charges may include discounts from published carrier rates and are conditional based on payment within the terms of this agreement.

Less Than a Truck Load (LTL): Less than a truck load (LTL) rates are based on: Origin and destination zip codes, distance, commodity freight class per the NMFC (National Motor Freight Classification), net shipping weight (including all packing materials, crating and or pallets) as a cost per pound and volume of space required for transit as cost per cubic foot and or length of truck.

Truck Load Services (TL): TL rates are based on Dock Door Pickup/Dock Door Delivery and Shipper Load/Consignee Unload and are state to state and mileage based. Full truckload shipments include two hours of detention time at pickup and delivery. Additional charges may apply for charges including but not limited to; Tractor Detention, Trailer Detention, and Driver Assistance. Additional detention time will be charged at \$75 per hour, up to \$600 per day. A cancellation charge will be assessed for all TL shipments cancelled less than 4 hours prior to the scheduled day and time of pickup at the rate of \$350 or 20%, whichever is greater. Expedited rates are based on actual or dimensional weight. If an expedited carrier shipment contains oversize freight, additional charges and transit days may apply. Blanket Wrap/High Value Goods rates are driven by state to state/mileage, weight (actual or density) and commodity/product type. Flatbed rates are based on equipment type, state to state/mileage and weight. If a flatbed shipment contains oversize freight, as determined by the state or states it will transport through, additional charges and transit days may apply.

Guaranteed Transit Time Services: Unless Guaranteed Service is specifically listed as a chargeable assessorial service, delivery times are estimates only. When Guaranteed Service is included as an assessorial service, it is inclusive of transit times only as noted by the carrier selected. Guaranteed Service transit times do not include holiday and/or no service days as defined by the individual carrier. This service is not a guarantee for Pickup time. Pickup Day is not included in the qualification and calculation of transit time. Delays caused by an Act of God, war, weather or delays due to State or Federal intervention negate the Guaranteed Transit Time service. Carrier liability for Guaranteed Transit Time shall, at no time, exceed the additional assessorial charge as noted on the invoice. In no case, shall the Customer hold the Carrier liable for other losses the Customer may have experienced as a consequence of transit times greater the expected. In the event of carrier failure to comply with the guaranteed service requested, the Customer is permitted ten (10) business days from the date of invoice to file a claim request in writing with FreightCenter Inc. If FreightCenter Inc does not receive a claim request or receives the request after the allowable ten (10) business days, the service provided by the carrier will be deemed to have met all guaranteed service standards and the claim request will automatically be considered invalid and denied. In the event a Carrier fails to provide the Guaranteed Transit Time service as arranged, FreightCenter Inc will credit the account of the said Customer within 48 hours after carrier has acknowledged liability. In no event shall FreightCenter Inc be liable nor will any account be credited if the Customer does not use FreightCenter Inc' Bill of Lading. FreightCenter Inc reserves the right, in its sole discretion, to refuse any shipment at any time.

Delay of Shipment: Neither FreightCenter.com nor the actual carrier shall be held liable for delays in delivery caused by accidents, governmental intervention, weather conditions, other acts of god or any other circumstance that are beyond the control of American Freight Companies and or the carrier(s).

Preparation of Shipment: Unless otherwise stated, Customer is responsible for proper preparation, packing, and addressing of the shipment. Unless otherwise stated, Customer is responsible for providing the means to load and unload the shipment.

Claims and Limitations of Liability: All shipments are covered under the carrier's limited liability coverage as noted below based on either Full Truck Load or (TL) or Less Than a Truck Load (LTL) services (see below). Customer may secure additional liability coverage through any third party freight insurance provider. For your convenience, a listing of insurance providers is located at www.freightinsurancecompanies.com. Consignee agrees to inspect the shipment at the time of delivery and document any damage on the delivery bill.

Full Truck Load Freight: Truck load (TL) freight carriers are required by law to carrier a minimum of \$100,000.00 of cargo insurance. This coverage protects the Customer from theft, loss, or damage due to fire or vehicle accident. It does not cover loss caused during normal transit. It is assumed that damage occurring independent of an accident involving the vehicle is a consequence of improper or inadequate packing or crating.

Less than a Truck Load (LTL): The standard liability cargo insurance coverage offered by all less than a truck load carriers booked through FreightCenter Inc is \$0.10 cents per pound. As the Customer, you may secure additional freight insurance from any 3rd party freight insurance company of your choice. For your convenience, ww.freightinsurancecompanies.com provides a partial list of insurance providers. You may also find that your home or business insurance provider offers freight insurance coverage. Freight insurance is also available under the insurance listings of your local yellow pages. The Customer must file all freight cargo claims in writing with FreightCenter Inc within 48 hours of delivery. This process may be done using our online claims form at www.Freightcenter.com/claims. FreightCenter Inc will act as liaison and assist the Customer in the processing of their claim with the actual freight carrier. The filing of a claim does not relieve the responsible party for payment of freight charges. Customer's account must be paid in full prior to processing a claim for loss or damage. Please contact FreightCenter Inc for more details regarding carrier insurance or carrier liability.

Exclusions of Liability: Customer agrees that FreightCenter Inc; Will not be held liable for any loss, miss-delivery or non-delivery caused by the act, default or omission of the Customer or any other party who claims interest in the shipment, or caused by the nature of the shipment or any defect thereof. FreightCenter Inc will not be held liable for losses, miss-delivery or non-delivery caused by violation(s) by the Customer of any of the TERMS AND CONDITIONS contained in the Bill of Lading or of the carrier's General Rules Tariff including, but not limited to, improper or insufficient packing, securing, marking or addressing, or of failure to observe any of the rules relating to shipments not acceptable for transportation or shipments acceptable only under certain conditions. FreightCenter Inc is not liable for losses, miss-delivery or non-delivery caused by the acts of God, perils of the air, public enemies, public authorities, acts or omissions of Customs or quarantine officials, war, riots, strikes, labor disputes, weather conditions or mechanical delay or failure of truck, aircraft or other equipment. FreightCenter Inc is not liable for failure to comply with delivery or other instructions from the Customer or for the acts or omissions of any person other than employees of FreightCenter Inc. Subject to the limitations of liability contained in this Bill of Lading and the carrier's General Rules Tariff, FreightCenter Inc shall only be liable for loss, damage, miss-delivery or non-delivery caused by FreightCenter Inc's own gross negligence. FreightCenter Inc liability therefore shall be limited to the fees that FreightCenter Inc has earned with respect to the subject shipment.

FREIGHTCENTER INC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO DELIVERIES OR WITH REGARD TO THIS WEBSITE, INFORMATION PROVIDED ON THIS WEBSITE OR SERVICES RELATED TO TRANSACTIONS CONDUCTED ON THIS WEBSITE. FREIGHTCENTER INC CANNOT GUARANTEE DELIVERY BY ANY SPECIFIC TIME OR DATE. IN ANY EVENT, FREIGHTCENTER INC SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR INCOME, WHETHER OR NOT FREIGHTCENTER INC HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.

Venue, Forum Selection and Choice of Law: Customer acknowledges that FreightCenter Inc is a Freight Broker and not the actual Freight Carrier. Customer also agrees that the services provided by FreightCenter Inc. are limited to brokering of freight between the parties of Customer and Carrier and that this service was secured, executed, processed and recorded as a service within the State of Florida. All US Freight carrier(s) brokered through FreightCenter Inc are subject to all state and federal laws and regulations applicable to the transportation of freight. The Customer acknowledges that the transportation of their freight is performed exclusively by the Freight Carrier and not performed by FreightCenter Inc. Understanding this; the Customer agrees to hold FreightCenter Inc. harmless for services (i.e. transportation of freight) performed by the Freight Carrier. Customer agrees to pay FreightCenter Inc per agreement regardless of any disputes that may or may not occur with the Freight Carrier. Therefore: All parties including FreightCenter Inc, the Customer and The Carrier agree that the venue for any legal action relating to services provided by FreightCenter Inc or its website FreightCenter.com, shall be filed exclusively in the County Court of Pasco County, Florida or in the United States District Court for the Middle District of Florida. Customer shall be liable for all legal and collection fees.

Payment of Services: Customer accepts full responsibility for a correct and accurate BOL. Customer agrees to pay for all services as actually provided. Billing will be based on the actuality of the following; Actual commodity shipped, actual net shipping weight including packing, crating and pallet, actual dimensions, actual volume, NMFC commodity code, actual freight class, number of items, type of service requested and other applicable accessorial charges. Including, but not limited to all duties, customs assessments, governmental penalties and fines, taxes, and FreightCenter Inc attorney fees and legal costs allocable to this shipment and/or all disputes related to the shipment. All services are charged to Customer's account at the time of dispatch for our prompt-pay discount rates. If payment is not received for services within customer's agreed-to terms of account, 1.) A onetime reprocessing charge of \$50 will be applied to the account and 2.) Late fees will be assessed monthly at the rate of 1.5% of the outstanding balance. All funds received by the FreightCenter Inc will be applied to the oldest (based on pick-up date) outstanding invoice. Should the actual shipment's description or services prove to be different than shown on the BOL provided by FreightCenter Inc, additional charges will be assessed and charged to your account. When paying by credit card or electronic funds, the Customer agrees they will be responsible for all charges payable, including any adjustments, on account of such Customer's shipment. These charges and adjustments, if any, will be automatically debited to the Customer's credit card or bank account. The Customer understands that FreightCenter Inc is not the actual carrier and as such, the Customer will not deny FreightCenter Inc payment for reasons related to disputes with the carrier.

Method of Payment: Unless otherwise agreed, all customers must provide a credit card account number which is issued in your name or which you are authorized to use when registering for the service. This card will be used as your primary method of payment. All payments shall be made pursuant to the terms of the pricing and other information relating to the service, which is available during the registration and booking process or on the FreightCenter.com web site and incorporated by reference in this Agreement, including the provisions of the billing option you selected.

By agreeing to these Terms and Conditions, you are authorizing and directing FreightCenter Inc. to automatically charge any amounts payable by you in connection with your use of the FreightCenter.com to the credit card you provided in the registration process or such credit card number you may provide thereafter.

It is your responsibility to update the credit card information that you use to pay for the Service. If you bill your use of FreightCenter.com services to your credit card, your right to use the service is subject to any limits established by your credit card issuer. If you do not update your credit card information, FreightCenter.com may suspend your use of the service or at FreightCenter.com option, may automatically move you onto another bill payment arrangement. FreightCenter.com may also make other billing options available. If FreightCenter.com makes other billing options available you agree to abide by terms and conditions applicable to those options.

Cancellation of Services: Customer may request cancellation at any time up to 30 days after the original date of dispatch. If the Customer elects to cancel the service, a 20% cancellation and processing fee will be applied. For shipments requiring special services, FreightCenter Inc will offer to arrange transport by appropriate alternative carrier(s). Charges will be based on actual services as required with full credit applied.

Changes In Terms & Conditions: FreightCenter.com shall have the right at any time to change or modify the terms and conditions applicable to Customer's use of FreightCenter.com, or any part thereof, or to impose new conditions, including, but not limited to, adding fees and charges for use. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by means including, but not limited to, posting on FreightCenter.com, or by electronic or conventional mail, or by any other means by which Customer obtains notice thereof. Any use of FreightCenter.com by Customer after such notice shall be deemed to constitute acceptance by Customer of such changes, modifications or additions.