

## ***TERMS & CONDITIONS***

***FreightCenter Inc. is a Freight Logistics Company operating as a “Freight Broker” and is licensed by the Department of Transportation (DOT), Federal Motor Carrier Safety Administration (FMSCA) and other government agencies as required by law. Customer is the party using FreightCenter Inc.’s website and/or services. By electing to use FreightCenter Inc.’s website and services, Customer agrees to these TERMS AND CONDITIONS which no agent or employee of the parties may alter.***

- I.**     **Definition - Freight Brokerage:** Customer acknowledges that FreightCenter Inc. is a Freight Broker and NOT a Freight Carrier. Acting as a broker between the Customer and Carrier, FreightCenter Inc. provides access to carrier rates and carrier services. FreightCenter Inc. also ensures all carriers are properly licensed and bonded for all services they provide for the Customer. The Federal Government’s laws and regulations protect Freight Brokers from liability claims as a consequence of carrier service failures, loss of shipment, or damage to a shipment. The courts have upheld this position based on the fact that Freight Brokers are barred from accepting consignment (taking control) of freight – and– Customer consigns (signs over) their shipment directly to the carrier. At no time does FreightCenter Inc. hold, handle, store, or transport freight.
- II.**     **Definition - Freight Carrier:** The Freight Carrier is a dually licensed and registered company that provides the actual transportation of Customer’s shipment. The Freight Carrier(s) is/are subject to all state and federal laws and regulations applicable to the transportation of this shipment. Customer understands and agrees that the Freight Carrier(s) that transport the shipment(s) is/are exclusively responsible for the transportation and delivery of Customer’s shipment.
- III.**     **Definition - Customer:** You establish yourself as a Customer of FreightCenter Inc. by: using FreightCenter Inc.’s website to shop and compare freight rates, registering and establishing an account with FreightCenter Inc., and/or arranging a shipment through FreightCenter Inc.
1. The Customer is responsible for providing accurate weights, sizes and description of shipment including the freight class and NMFC code.
  2. Customer understands that all freight rates are quoted as tailgate or curbside pickup and delivery to a commercial location and/or carrier terminal drop off or pickup.
  3. Residential services are available and are charged as an assessorial service.
  4. If pickup and/or delivery are requested by the Customer, the Customer warrants the locations will be carrier- equipment accessible.
  5. Customer agrees to provide the means to load and unload the shipment unless these services have been arranged for as an assessorial service.
  6. Customer agrees to ensure the shipment is properly prepared for transport. Not meeting packing



requirements could result in delays and additional charges at the responsibility of the Customer. Freight can be stopped within any stage of the shipping process. The Carrier also has the right to charge a storage fee on the product until a solution has been put in place. These additional fees are the responsibility of the Customer.

7. The Customer agrees to pay for all services as actually provided by FreightCenter Inc. and the Freight Carrier(s).
8. Customer agrees that any individual or entity acting on their behalf has the right to legally bind Customer. This includes; any sanctioned party scheduling a shipment(s), any party using Customer's Bill of Lading (BOL), the party acting as consignor at the time of pickup, the party acting as consignee at the time of delivery, and/or any party requesting services for Customer.

**IV. Bill of Lading (BOL):** The Bill of Lading, or BOL, 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(s) that 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.'s Terms and Conditions. If not stated within the Carrier's General Rules Tariff, FreightCenter Inc. 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.

**V. Required Use of Bill of Lading:**

1. The Customer is required to use FreightCenter Inc.'s system generated BOL.
2. Customer agrees to sign the BOL provided by FreightCenter Inc. prior to pickup. Customer must then provide two (2) copies of the signed BOL to the Consignor (the party at the point of pickup).
3. Customer, or an agent of the Customer, shall consign the shipment directly to the actual transporting Freight Carrier. Accordingly, the Customer agrees that the consigned Freight Carrier will be exclusively liable for loss or damages.
4. 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.
5. Not using the BOL prepared by FreightCenter Inc. may result in a loss of all discounts and/or a reprocessing fee of up to \$50.00.

**VI. Accessorial Services:** Accessorial services, such as lift gates, are services provided for a fee by the Carrier in addition to the basic transportation of the shipment.

1. Customer agrees to pay for all services requested at time of the booking or any accepted or requested at the time of pickup or delivery. Customer understands that the signing the delivery receipt by them or the consignee with services noted as used obligates them to the fees.

**VII. Less Than a Truck Load (LTL):** Less than a truck load (LTL) rates are based on: origin and destination zip codes, distance, and 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. LTL Pallet Rates are based on the maximum dimensions of a standard 40" X 48" pallet, not to exceed a height of 48" and weight of 2000 pounds. Excess charges will apply, unless otherwise stated on the Customer's BOL.

**VIII. Truck Load Services (TL) & Partial Truckload:** TL rates are based on Dock Door Pickup/Dock Door. Delivery and Shipper Load/Consignee Unload and are state-to- state and mileage based.

1. Full truckload shipments include two hours of detention time at pickup and delivery.
2. 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.
3. Expedited rates are based on actual or dimensional weight. If an expedited Carrier shipment contains oversized freight, additional charges and transit days may apply.
4. Blanket Wrap/High Value Goods rates are driven by state-to-state/mileage, weight (actual or density), and commodity/product type.
5. Flatbed rates are based on equipment type, state-to-state/mileage, and weight. If a flatbed shipment contains oversized freight as determined by the state(s) it will transport through, additional charges and transit days may apply.

**IX. Account Self-Booking Option:** Select account holders will be offered, at the discretion of FreightCenter Inc., the option to 'Self-book' shipments online. This option is offered to preferred business accounts that have met specific criteria for approval. Shipments booked via the self-booking option will not undergo any pre-shipment review by FreightCenter Inc. and are subject to all additional charges assessed by the Carrier as a result of incorrect or missing information on the shipping documents. Self-booked shipments will be electronically scheduled for pickup directly with the Carrier via API pickup request. Not all Carriers support API pickup requests, and not all shipments will qualify for self-booking. All self-booked shipments are required to be paid in full. Customers must remain in good standing with FreightCenter Inc. to utilize the self-booking option. FreightCenter Inc. reserves the right to disable Customers' self-booking option at their sole discretion, without notice.

**X. Quoted Rate:** All shipments are quoted, rated, and booked based on information provided by you, the Customer. Factors in this calculation include:

1. The total weight of the shipment including all packing materials, crating and or pallet.
2. What is being shipped (commodity) results in a NMFC code and Freight Class.
3. The packed size of the shipment, its dimensions, and volume of space required.
4. The type of packing used for the shipment.
5. The number of items being shipped.



6. Any special services requested and/or needed.
7. Guaranteed or estimated transit time.
8. Commercial or residential pickup or delivery.
9. Any other applicable accessorial charges (see below).

Note: Not included in the Quoted Rate are any non-carriage related expenses that may apply, including but not limited to: customs assessment's, penalties, taxes, duties, tariffs, tolls, storage expenses, attorney fees, and legal costs allocable to this shipment and/or all disputes related to the shipment. Customer accepts full responsibility and liability for these expenses.

**XI. Open Account:** All Registered Customers arranging freight through FreightCenter Inc. must establish an Open Account. All services provided by FreightCenter Inc., Freight Carriers or Vendors on behalf of Customer will be charged to this account.

**XII. Initial Billing:** The estimated/initial cost for each shipment is billed and charged to Customer's open account at the time of dispatch. Customer understands that this initial billing is based on the information the customer provided and that this billing is done in good faith by FreightCenter Inc. with the assumption that the Customer provided true and accurate information reflecting the actual description of their shipment and services to be provided.

**XIII. Billing Adjustments:** The Carrier reserves the right to verify a shipment's weight, dimensions, class, commodity, and services provided. If, when the shipment is audited by the carrier a discrepancy is found on the Bill of Lading information that causes the rate to increase, a carrier auditor will supply supporting documentation and a billing adjustment will be made. In cases where the freight carrier utilizes dynamic pricing, rate increases may be assessed based on current transportation rates vs price per pound. The customer is responsible for any cost increases and agrees to allow the amount plus an inspection fee to be automatically charged to any payment methods on file. Charges for a weight discrepancy will be calculated based on the price per pound of the original shipment and documented on the 'Customer Estimate & Agreement'. In addition, adjustments to dimensions may also alter the shipment price per pound. When a Carrier discovers these items are incorrectly described on the BOL, a carrier auditor will document the differences and a "Billing Adjustment" will be issued. Should this occur, Customer agrees to pay for all documented billing adjustments via any method of payment used on the Customer's account. Customer agrees that Billing Adjustments (if any) will be automatically charged to the Customer's Open Account with FreightCenter Inc. Billing Adjustments will incur an Inspection Fee of \$35.00.

**XIV. Payment:** Unless otherwise agreed, payment for all services is by Credit Card (Visa, Master Card, Discover, or American Express), which is issued in the Customer's name and/or Customer is authorized to use.

1. Customer understands and agrees they have established an Open Account with FreightCenter Inc. and that they provided a credit card as their means of payment for this account.
2. Understanding this, Customer is authorizing and directing FreightCenter Inc. to



automatically charge any amounts payable by Customer in connection with Customer's use of FreightCenter Inc. to the credit card Customer provided during the registration process, or such credit card(s) Customer may provide thereafter.

3. All funds received by the FreightCenter Inc. will be applied to the oldest (based on pickup date) outstanding invoice.

**XV. Late Payments:** If payment is not received for services within Customer's agreed to terms, the following will apply; (1) a reprocessing charge of \$50 will be applied to the account. (2) Late fees will be assessed monthly at the rate of 1.5% of the outstanding balance.

**XVI. Customer's Warranties:** Customer 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.

1. 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.
2. 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.
3. 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.
4. 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.

**XVII. Guaranteed Transit Time Services:** Unless Guaranteed Service is specifically listed as a chargeable assessorial service, delivery times are estimates only:

1. When Guaranteed Service is included as an assessorial service, it is inclusive of transit times only as noted by the carrier selected.
2. 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 time of pickup. Day of pickup is not included in the qualification and calculation of transit time.

**XVIII. Delay of Shipment:** Neither FreightCenter Inc. nor the actual Freight Carrier shall be held liable for delays in delivery caused by; acts of nature, war, accidents, weather or delays due to State or Federal intervention, missed pickup dates, Freight Carrier capacity issues, Carrier terminal closures, force majeure, or any other circumstance that are beyond the control of FreightCenter Inc. and or the Carrier(s). Such circumstances negate the Guaranteed Transit Time service. Beyond the circumstances noted above, liability for Guaranteed Transit Time shall, at no time, exceed the additional assessorial charge noted on the invoice for this service.

1. In no case, shall the Customer hold FreightCenter Inc. or the Carrier liable for other losses the Customer may have experienced as a consequence of transit times being greater than



the carrier published estimated transit time.

2. In the event of a 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.
3. In no event shall FreightCenter Inc. be liable nor will any account be credited if the Customer does not use FreightCenter Inc.'s Bill of Lading.

**XIX. Exclusions of Liability:** Customer agrees that FreightCenter Inc. will not be held liable for any loss, missed 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.

1. FreightCenter Inc. will not be held liable for losses, missed delivery or non-delivery caused by Customer's violation(s) 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 failure to observe any of the rules relating to shipments not acceptable for transportation or shipping.
2. FreightCenter Inc. is not liable for losses, missed delivery or non-delivery caused by the acts of God, perils of the air, public authorities, acts or omissions of Customs or quarantine, war, riots, strikes, labor disputes, weather conditions or mechanical delay or failure of truck, aircraft or other equipment.
3. 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.
4. 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, missed delivery, or non-delivery caused by FreightCenter Inc.'s own gross negligence. FreightCenter Inc.'s liability therefore shall be limited to the fees that FreightCenter Inc. has earned with respect to the subject shipment.
- 5.

**XX. 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 Consignee agrees to inspect the shipment at the time of delivery and document any damage on the delivery bill). Failure to notate damage may cause forfeiture of the liability claim. The Carrier's liability coverage only covers damage or loss of the freight shipped, not lost time, labor, or shipping costs.

**XXI.**

**XXII. Undeliverable Freight:** All less-than-truckload shipments are transported with the sole intent of the carrier to deliver without result of loss, damage, non-adherence to published transit time, and/or missing information on the shipment. In the event it occurs during transit, freight can be deemed undeliverable. Storage charges will typically begin within 24 hours. The time frame





and fee is set by the carrier. FreightCenter will contact the customers to request disposition and will respond to the carrier as the paying party on behalf of the customer. The options for disposition are the following:

1. Return to shipper
2. Re-consign to an alternate location
3. Redeliver the freight to the consignee with the issue resolved
4. Have the freight disposed of
5. Salvage the freight by the carrier.

FreightCenter has no ownership of the freight. In the event customers authorize disposal or if customer cannot be reached within 3 days, FreightCenter will send deferment to the carrier to authorize them to follow their disposition/carrier liability policy in effect at the time of shipment in order to provide disposition direction for that shipment.

**XXIII. Full Truck Load Freight:** Truck load (TL) Freight Carriers are required by law to carry 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.

**XXIV. Less than a Truck Load (LTL):** Every booked freight shipment comes with limited liability coverage. The amount of coverage is determined by the carrier and based upon the commodity type. It covers a certain dollar amount per pound of freight. In some situations, the included liability coverage may be less than the value of the shipped goods. Optionally, Customer may choose to secure Freight Insurance from any 3rd party freight insurance company. You may also find that your home or business insurance provider offers freight insurance coverage.

**XXV. Filing Carrier Claims for Loss or Damage:** The Customer must file all freight cargo claims in writing with shipment carrier within 48 hours of delivery. Only the shipper, consignee or third-party owner of the freight may file a claim. Delayed reporting of a claim could forfeit the Customer's right to a claim. FreightCenter Inc. will assist the Customer in the processing of their claim with the Freight Carrier, when requested by the Customer. The filing of a claim does not relieve Customer 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 details regarding carrier insurance or carrier liability.

**XXVI. 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. were 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.

1. 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.

2. Therefore: All parties including FreightCenter Inc., the Customer and the Carrier agree any claim, dispute or controversy between Customer and FreightCenter Inc. (and/or made by/or against anyone connected with Customer or FreightCenter Inc. or claiming through Customer or FreightCenter Inc.) arising from/or relating to Customer's use of FreightCenter Inc.'s website or services provided by FreightCenter Inc. including claims regarding applicability or validity of this provision, shall be governed by the laws of the State of Florida and that the venue for any dispute shall any legal action relating to services provided by FreightCenter Inc. or its website FreightCenter Inc., shall be filed exclusively in the County Court of Pinellas County in Clearwater, Florida or in the United States District Court for the Middle District of Florida. The Customer and FreightCenter, Inc. mutually agree that neither the Customer nor FreightCenter Inc shall be liable or responsible for any legal expense or any other expenses uncured by the other party in defending a claim or dispute between these parties.

**XXVII. Cancellation of Services:** All shipments cancelled by the Customer are subject to a cancellation fee, regardless of the reason for cancellation. Additionally, it should be understood that cancellations as consequence of the Freight Carrier's refusal to transport a shipment due to improper or unsafe preparation (packing), limited access (location or time), Customer's failure to perform their responsibilities, or any other unreasonable limitation outside the control of the carrier do not negate the following cancellation clauses.

1. **LTL Shipments:** Customer may request cancellation at any time up to 30 days after the original date of dispatch, providing that the shipment has not picked-up or attempted to pick-up. 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. Cancelled shipments are subject to any service fees plus the 20% cancellation fee.
2. **Full and Partial Truckload Shipments:** Customer may request cancellation at any time up to 30 days after the original date of dispatch, providing that the shipment has not picked-up or attempted to pick-up. If the customer elects to cancel the service, a 20% cancellation and processing fee will be applied plus any additional fee assessed by the carrier. An additional \$250.00 TONU Fee will be assessed on all trucks ordered, but not used. This includes cancellations and service request changes.
3. **Vehicle Shipments:** Customer may request cancellation at any time up to 30 days after the original date of dispatch, providing that the shipment has not picked-up or attempted to pick-up. A \$150.00 cancellation fee will be assessed for cancellations.
4. **Store Credit Option for Cancellations:** Customers may choose to have the full amount of a cancelled shipment saved as a "Store Credit" that can be applied toward future shipments, additional charges or adjustments. Store credits must be used within one calendar year and are non-refundable.

**XXVIII. Changes in Terms & Conditions:** FreightCenter Inc. shall have the right at any time to change or modify the terms and conditions applicable to Customer's use of FreightCenter Inc., 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 Inc., through electronic or conventional mail, or by any other means by which Customer obtains notice thereof. Any use of FreightCenter Inc. by Customer after such notice shall be deemed to constitute acceptance by Customer of such changes, modifications or additions.

**Binding Acceptance:** Acceptance of FreightCenter Inc.'s TERMS and CONDITIONS is redundantly required in the course of booking each shipment. This occurs by the Customer's use of FreightCenter Inc., when securing a quote, when registering as a Customer, and/or when tendering a shipment. Additionally, a copy of these TERMS and CONDITIONS is provided with each Bill of Lading (BOL) and finally, the use of FreightCenter Inc.'s BOL requires the acceptance of these TERMS and CONDITIONS