



## TERMS AND CONDITIONS

Waller Logistics, Inc. ® (hereinafter collectively referred to as "Company") is a Third Party Logistics company providing truckload, LTL, intermodal rail and domestic air transportation services. The enrolled 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. These TERMS AND CONDITIONS shall apply to all shipments scheduled by Customer, unless and until these TERMS AND CONDITIONS are altered or amended by the Company. The Company is licensed by the Department of Transportation (DOT), Federal Motor Carrier Safety Administration (FMSCA) and/or other government agencies as required by law. The Company reserves the right, in its sole discretion, to refuse any shipment at any time.

THE COMPANY IS NOT A FREIGHT CARRIER OR AN AGENT FOR A FREIGHT CARRIER.

The General Rules Tariffs, set forth by the carriers, will in every instance take precedence in all legal proceedings and when applicable, will take precedence over the Company's TERMS AND CONDITIONS stated herein. If not in conflict with the carrier's General Rules Tariff, the Company's TERMS AND CONDITIONS as stated herein shall control. Where a customer enters into a separate contractual agreement with the Company, that agreement will take precedence over these TERMS and CONDITIONS.

### 1. BILLS OF LADING

All bills of lading are NON-NEGOTIABLE and have been prepared by the enrolled Customer or by the Company as Customer's agent on behalf of the Customer and shall be deemed, conclusively, to have been prepared by the Customer and to bind Customer. Any unauthorized alteration or use of bills of lading or tendering of shipments to any carrier other than that designated by the Company, or the use of any bill of lading not authorized or issued by the Company shall VOID the Company's obligations to make any payments relating to this shipment and VOID all rate quotes.

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, pick up or destination requested, the Customer hereby instructs the Company, where permitted by law, to complete, correct or replace the documents for them at the expense of the Customer. However, the Company is not obligated to do so. If a substitute form of bill of lading is needed to complete delivery of this shipment and the Company completes that document, the terms of this bill of lading will govern. The Company is not liable to the Customer or to any other person for any actions taken or not taken on behalf of the Customer under this provision.

### 2. CUSTOMER'S WARRANTIES

Customer is responsible for and warrants their compliance with all applicable 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. Customer further warrants that it is registered and in compliance with the security plan and training requirements, and any amendments related thereto, related to hazardous materials, 49 C.F.R. #172.701-704, and 49 C.F.R. #172.800-804. Customer further warrants that it will immediately advise Company in the event that its registration and/or compliance with these regulations expires or are terminated. Customer agrees to furnish such information and documentation as necessary to establish its compliance with such laws, rules and regulations. Company assumes no liability to 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 Customer. Customer agrees to indemnify Company for any and all claims or damages incurred as a result of Customer's failure to comply with the provisions of this section.



### **3. PAYMENT**

All Customers are subject to credit approval. Upon credit approval, all charges are payable in US Dollars and are due upon receipt or upon agreed-upon terms. Any payment which is past due shall be subject to an additional charge at the rate of 1.5% per month of the average outstanding balance due, or the highest rate of interest permitted by applicable law, whichever is less. In the event the Company retains an attorney or collection agency to collect unpaid charges or for the enforcement of these Terms and Conditions, all unpaid charges will be subject to a late payment penalty of 33% and Customer shall also be liable for all attorneys and collection agency fees incurred, together with related costs and expenses. All shippers, consignors, consignees, freight forwarders or freight brokers are jointly and severally liable for the freight charges owed to the Company relating to this shipment and the Company holds a warehouseman's general lien on all tangible personal property for any outstanding balances owed to the Company.

The Company reserves the right to amend or adjust the original quoted amount or re-invoice the Customer if the original quoted amount was based upon incorrect information received at the time of the original quote, if additional services by the carrier were required, or as otherwise necessary to perform the pickup, transportation and delivery functions therein. Customer is permitted thirty (30) business days from the date of the invoice to dispute any invoiced charges. If the Company does not receive a dispute within the allowable thirty (30) business days, the disputed item will be denied by the Company.

### **4. CLAIMS AND LIMITATIONS OF LIABILITY**

The Company will process claims in accordance with 49 C.F.R. 370. All claims should be submitted immediately to the Company to help ensure timely resolution. The Company will use commercially reasonable efforts to assist and cooperate with Customer to investigate and process any freight loss or damage claims and any claim for damage to our Customer's property occurring in the course of the transportation services rendered to such Customer. The liability for any cargo damage, loss, or theft from any cause shall be determined under the Carmack Amendment, 49 U.S.C. 14706.

The Company will use the individual carrier's governing General Rules Tariff which determines the standard liability cargo insurance coverage offered by all carriers. Those Tariffs can be viewed at the Company's corporate offices. If the shipment contains freight with a predetermined exception value, as determined by the selected carrier, the maximum exception liability will override the otherwise standard liability coverage. The maximum amount that Customer will receive on a claim will be that which is recoverable under the respective transportation tariffs. The Company will not be responsible in any way for claims arising out of Customer negligence, Carrier's negligence, or the negligence of any third party.

All claims must be submitted to the Company within 30 days after delivery. Claims for damages that are not readily apparent ("concealed damage") must be submitted to the Company within 3 days after delivery. The filing of a claim does not relieve the responsible party for payment of freight charges. Freight payment is necessary in order to process a claim. Customer may not offset freight or other charges owed to Company against claims for any loss, damage, mis-delivery or non-delivery. The Company has a lien on funds recovered through the processing of damage claims and reserves the right to apply recovery amounts to open past due invoices on account.

In no case will the maximum cargo liability for new goods be greater than \$100,000 for a Truckload shipment or \$10 per pound for an LTL shipment. In no case will the maximum cargo liability for used or resold goods be more than \$0.10 per pound for any shipment. The Company does offer for purchase by the Customer, upon request, shipper's interest cargo insurance.

### **5. FORUM SELECTION AND CHOICE OF LAW**

Any claim, dispute or litigation relating to these Terms and Conditions, any shipment scheduled or tendered hereunder or through the Company's website, or relating to any and all disputes between the Company and the enrolled Customer, Shipper and/or Consignee and/or Brokers for any enrolled Customer, Shipper and/or Consignee, shall be filed in the District Court of Clay County, Missouri or in the United States District Court for the



District of Missouri in Excelsior Springs and shall be subject to Missouri law. Customer hereby irrevocably consents and submits themselves to the personal jurisdiction of said courts for all such purposes.

## **6. RATES**

LTL rates are based on the freight class as determined by the NMFC (National Motor Freight Classification) which are based on the actual description, size, and weight of the shipment. Additional fees may apply for other charges including appointment delivery, reweighs and reclassifications, lift gate services, inside delivery or various other accessororial services.

Truckload rates are based on dock door pickup/dock door delivery and shipper load/consignee unload and are state to state and mileage based. Additional fees may apply for charges including but not limited to, tractor detention, trailer detention, and driver assistance. Once the Company has contracted with a carrier to move a truckload shipment, the scheduled load must be tendered to the carrier as requested on the bill of lading at the agreed upon price, or Equipment ordered not used (EONU) fee will be assessed. Air freight rates are based on the greater of actual or dimensional weight. If an air freight shipment contains oversize freight, additional charges and transit days may apply. Van line 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, additional charges and transit days may apply. All displayed transit times are estimates only and do not include day of pickup. Pickup dates are not guaranteed.

## **7. GUARANTEED SERVICES**

LTL Guaranteed Services are 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. Shipments not delivered within date/time specified on the bill of lading may not be considered a service failure when the reason for the delivery delay is deemed as no fault of the carrier. These reasons could include, but are not limited to, the following conditions: acts of God; the existence of violence, riots, military action or such possible disturbance as creating reasonable apprehension of danger; acts or omissions by: shipper, consignee, owner of goods or public authority; delays due to customs clearance or documentation required for movement of shipment; closure of federal, state, city or local roads, streets, or highways resulting in travel delays by carrier; shipments not accepted by the consignee when offered for delivery. This service is not a guarantee for pickup. Pickup Day is not included in the qualification and calculation of LTL transit time. The Customer is liable for all charges related to the shipment. In the event of carrier failure to comply with the guaranteed service requested, the Customer is permitted ten (10) business days from the actual delivery date of shipment to file a claim request in writing with the Company. If the Company does not receive a claim request or receives the request after the allowable ten (10) business days, the service provided by the LTL 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 of carrier failure to comply with the guaranteed service requested and after the carrier has agreed to liability, the Company will credit the account of the said Customer for freight charges only. In no event shall the Company be liable nor will any account be credited if the Customer does not use the Company's bill of lading.

## **8. MISCELLANEOUS**

THE COMPANY 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. THE COMPANY CANNOT GUARANTEE DELIVERY BY ANY SPECIFIC TIME OR DATE. IN ANY EVENT, THE COMPANY SHALL NOT BE LIABLE FOR DAMAGES, INCLUDING BUT NOT LIMITED TO ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR INCOME, WHETHER OR NOT THE COMPANY HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.