

## **Traffic Tech LTL Quotes – Terms & Conditions**

- Introductory Notes
  - The Customer, Shipper, and/or consignee (hereby collectively referred to as Customer) agrees to these TERMS AND CONDITIONS which no agent or employees 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 Traffic Tech. Customer also agrees to these TERMS AND CONDITIONS on behalf of any third party with an interest in the freight.
  - Traffic Tech is licensed as a Broker by the Department of Transportation, Federal Motor Carrier Safety Administration, and/or other government agencies as required by law. Traffic Tech reserves the right, in its sole discretion, to refuse any shipment at any time.
- **TRAFFIC TECH IS NOT A FREIGHT CARRIER, NOR AN AGENT FOR A FREIGHT CARRIER.**
- Order of Precedence
  - The General Rules Tariffs, set forth by the carriers, will take precedence in legal proceedings and when applicable, will take precedence over Traffic Tech's TERMS AND CONDITIONS stated herein. If not in conflict with the carrier's General Rules Tariff, Traffic Tech's TERMS AND CONDITIONS as stated herein shall control. Where a Customer enters into a separate contractual agreement with Traffic Tech, any conflicting terms in that agreement will take precedence over these TERMS AND CONDITIONS.
- Customer Warranties
  - The Customer represents 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 state and country to, from, through or over which the shipment may be carried. The Customer agrees to furnish such information and documentation as necessary to establish such compliance.
  - If Customer will be transporting Hazardous Materials, Customer represents and warrants that it is registered and in compliance with the security training plan and training requirements related to hazardous materials, 49 CFR 172.701-704 and 49 CFR 172.800-804.
  - In the event that Customer's registration and/or compliance with these regulations expires or is terminated, Customer further represents and warrants that it will promptly notify Traffic Tech of such expiration or termination.
  - Any person or entity acting on behalf of Customer in scheduling shipments hereunder represents and warrants that it has authority to legally bind the Customer.

- Traffic Tech assumes no liability to the Customer or any other person or entity for any loss or expense due to Customer's failure to comply with these provisions. Customer agrees to indemnify Traffic Tech for any and all claims or damages incurred as a result of its failure to comply with the above listed provisions.
- Claims and Liabilities
  - **Liability for LTL shipments is limited to \$2.00 per pound to a maximum amount of \$100,000 per shipment. Additional insurance available upon request.**
  - Traffic Tech may assist in the claims filing process for Customer's convenience. Customer agrees that Traffic Tech, acting solely as a broker, is not liable for any damages.
  - The individual carrier's General Rules Tariff will apply when determining carrier liability.
  - Traffic Tech will not be responsible in any way for claims arising out of, or resulting from, Customer negligence, carrier's negligence, or the negligence of any third party.
  - All claims and any supporting documentation must be submitted within 30 days of delivery. Claims for concealed damage must be submitted within 5 days after delivery. Traffic Tech shall not be liable for any actions brought to enforce a claim unless Customer has complied with all claims procedures.
  - The filing of a claim does not relieve the responsible party for payment of freight charges. In order to consider and/or process a claim, all payment for freight services must be timely tendered. Customer may not offset freight or other charges owed to Traffic Tech against claims for any loss, damage, incorrect delivery, or non-delivery.
  - Traffic Tech has a lien on funds recovered through the processing of damage claims, and reserves the right to offset such funds toward open past due invoices on Customer's account.
  - Traffic Tech will not accept liability for any cost and/or penalties arising from late pick up or deliveries, or missed appointments.
  - Traffic Tech shall not be liable for damages, including, but not limited to, special, incidental, or consequential damages.
- Rates
  - The attached Quote is based on the classification of the product, as well as number of pallets, total weight, and pallet dimensions, as provided by Customer.
  - All rates are estimates based on the information provided at the time of booking. Any alterations to the qualification or quantities of the goods will have an effect on the rate.
  - Shipments with a declared value on the Bill of Lading may be subject to a Declared Value Charge, if value is in excess of standard liability of \$2.00 / lb.
  - The value of each shipment must be clearly set forth on the Bill of Lading at the time of pickup.
    - For shipments that originated in Canada:

- Rates and charges are based on a minimum of 10 lbs per cubic foot. When it is not possible to load on top of a shipment, the cubic dimensions for that shipment shall be based on a minimum height of 8 feet.
  - Shipments consisting of 10 or more linear feet of trailer space will be billed at a minimum of 1000 lbs per liner foot, at the applicable rate.
  - Shipments utilizing more than 10 Linear Feet will be subject to a FTL Fuel Surcharge, shipments with a height in excess of 72” will be assessed at a height of 96”.
- Miscellaneous
  - Unless otherwise stated prior to loading, shipments are accepted as shipper load and count.
  - Carrier is not responsible for loading or unloading unless pre-arranged, and that information is clearly marked on Bill of Lading at time of shipment pick up.
  - All LTL shipments require a minimum of a 2-hour window for pick up.
  - Bill of Lading must show Traffic Tech as the 3<sup>rd</sup> Party Bill To. In the event that it does not, an additional charge of \$XX.XX will apply on the invoice. Additionally, the quote number for the shipment must be on Bill of Lading at time shipment is picked up.
  - **Transit Times are estimates.** Pick up and delivery schedules are not guaranteed unless specific arrangements have been made to set up shipment as: guaranteed, time definite, or expedited.
  - Shipments that are canceled less than two (2) hours of scheduled pickup time will be subject to a fine, and a mileage charge for distance traveled.
  - Traffic Tech makes no warranties, express or implied, with regard to deliveries. Traffic Tech cannot guarantee delivery by any specific time or date.
- Forum Selection and Choice of Law
  - Any claim, dispute or litigation relating to these TERMS AND CONDITIONS, any shipment tendered hereunder, or relating to any and all disputes between Traffic Tech and Customer, shall be filed in the Circuit Court of Cook County, Illinois, or in the United States District Court for the Eastern District of Illinois, and shall be subject to Illinois law. By availing itself of Traffic Tech’s services under these TERMS AND CONDITIONS, Customer hereby consents to the personal jurisdiction of said courts for all such purposes.
- The quoted rates will be valid until \_\_\_\_\_.

**DISCLAIMER:**

**Quote is based on information provided by customer. If any information provided at the time of booking should change, a new rate may apply.**

**RATES ARE SUBJECT TO CHANGE WITHOUT NOTICE**