

In tendering this shipment, the Customer, Shipper and/or Consignee (Hereinafter collectively referred to as "Customer") agrees to these TERMS which no agent or employee of the parties may alter. This Bill of Lading is NON-NEGOTIABLE and has been prepared by the Customer or by Fresh Logistics, LLC, (Hereinafter collectively referred to as "Company") 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 carriers provided as solutions within Company, will in every instance take precedence in all legal proceedings and when applicable, will take precedence over the Company TERMS AND CONDITIONS stated herein. If not stated within the carrier's General Rules Tariff, the Company 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.

The 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. The Customer agrees to furnish such information and complete and attach to this Bill of Lading such documents as are necessary to comply with such laws, rules and regulations. Company 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.

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

The Customer shall be liable, jointly and severally, for all charges payable on account of such Customer's shipment, including but not limited to transportation, fuel and other applicable accessorial charges, and all duties, customs assessments, governmental penalties and fines, taxes, and Company's attorney fees and legal costs allocable to this shipment.

**Company shall have a lien on the shipment for all sums due them. Company reserves the right to amend the original quoted amount or re-invoice the Customer if the original quoted amount was based upon incorrect information provided at the time of the original quote or if additional services by the carrier were required or otherwise authorized by the Customer to perform the pick up, transportation and delivery functions therein.**

**All charges are due and payable fifteen (15) days from the date of billing, and any payment which is past due shall be subject to an additional charge at the rate of 1-1/2% per month of the outstanding balance due, or the highest rate of interest permitted by applicable law, whichever is less.**

**The Customer must file all freight cargo claims in writing directly to the servicing carrier as selected. The individual Carrier's governing General Rules Tariff determines the standard liability cargo insurance coverage offered by all Carriers. If the shipment contains freight with a predetermined exception value, as determined by the selected carrier, the maximum liability will override the otherwise standard liability coverage. Please contact Company for more details regarding carrier insurance or carrier liability.**

**Company is not liable for any loss, mis-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. Company is not liable for losses, mis-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 in 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 shipments acceptable only under certain conditions. Company is not liable for losses, mis-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 aircraft or other equipment. Company 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 Company.**

**Subject to the limitations of liability contained in this Bill of Lading and the carrier's General Rules Tariff, Company shall only be liable for loss, damage, mis-delivery or non-delivery caused by Company's own negligence. Company makes no warranties, express or implied. Company cannot guarantee delivery by any specific time or date. IN ANY EVENT, COMPANY SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR**

**CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR INCOME, WHETHER OR NOT COMPANY HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.**

**LTL rates are based on the freight class as determined by the NMFC (National Motor Freight Classification) and are weight based. TL rates are based on Dock Door Pickup/Dock Door Delivery and Shipper Load/Consignee Unload and are state to state and mileage based. Any additional charges including but not limited to, Tractor Detention, Trailer Detention, and Driver Assistance will only be authorized to TL carriers by Company with consent from paying party. A \$350.00 charge will be assessed for all TL shipments cancelled less than 4 hours prior to the scheduled day and time of pickup. 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, additional charges and transit days may apply.**

**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. This service is not a guarantee for Pickup. Pickup Day is not included in the qualification and calculation of 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 date of delivery to file a claim request with Company. If Company 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 of carrier failure to comply with the Guaranteed service requested and after the carrier has agreed to liability, Company will credit the account of the said Customer. In no event shall Company be liable nor will any account be credited if the Customer does not use our Bill of Lading.**

**For information and assistance, please contact Fresh Logistics, LLC at 314 678 2560 or email at [info@freshlogisticsonline.com](mailto:info@freshlogisticsonline.com)**

“I have read and understand the terms and conditions and am authorized to sign on behalf of my organization.”

Company \_\_\_\_\_ Title \_\_\_\_\_

Name \_\_\_\_\_ Signature \_\_\_\_\_ Date: \_\_\_\_\_