



Terms and Conditions

Definitions

1. The term "Shipper" shall mean the party named in the bill of lading as the person from whom the goods have been received for shipment. The terms "shipper" and "consignor" are used interchangeably.
 2. The term "Carrier" as used herein refers to the for-hire carrier retained by NTSI to actually transport the shipment from point of origin to point of destination.
 3. The term "Customer" shall mean the party that tenders the shipment and may be the Shipper, the bill-to party or the Consignee.
 4. The term "Bill-to Party" shall be the party whom the Shipper or Consignee has requested be billed for transportation and accessorial services.
 5. "Detention" shall be defined as a charge made for a vehicle held by or for the Shipper or Consignee for loading or unloading, for forwarding directions or for any other purpose.
 6. "C.O.D." means Collect on Delivery, on behalf of the consignor, all charges associated with the value of the shipment.
 7. "Prepaid" means that Consignor or shipper is primarily liable for the payment of all freight charges due and owing for the transportation of a shipment, and the Consignee is secondarily liable.
 8. "Collect" means that the Consignee is primarily liable for the payment of all freight charges due and owing for the transportation of a shipment, and the Consignor is secondarily liable.
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- (1) Pursuant to this contract, National Transportation Services, Inc., a licensed property broker (MC930545), undertakes to arrange for the interstate transportation of shipment(s) from the named origin to the named destination. The transportation will be furnished by a licensed Motor Carrier selected by and under contract with National Transportation Services, Inc.
 - (2) In tendering the shipment(s) for carriage, the shipper warrants that the shipment(s) is packaged to protect the enclosed goods and to insure safe transportation with ordinary care in handling, and that each package is appropriately labeled and is in good order for carriage.
 - (3) Nothing in this tariff shall be construed as prohibiting NTSI, or the Carrier, from refusing to pick-up, receive, handle, transport, stop-in-transit, or deliver shipments, when weather conditions, road, ground or location conditions, legal orders, or riots make the performance of such services dangerous, impractical or illegal, or where the shipment is not properly packaged and marked for transit.

- (4) The Carrier will make pickup and delivery as close to the building sites as safely possible. The Consignor or Consignee will be responsible for towing, property damage and any other expense involved when Consignor or Consignee orders delivery off public road.
- (5) The Shipper or Consignor is responsible for ensuring all articles are packed in a suitable fashion and prepared for shipment in such a manner as to render transportation thereof reasonably safe and practical. In the event of improper or inadequate packaging, the Carrier shall have the right, but not the obligation, to perform necessary repacking at the Customer's or Shipper's expense. Alternatively, the Carrier will have the right to refuse to handle any article where upon reasonable inspection it appears to be inadequately or improperly packaged. This is not intended to, nor shall it be construed as relieving the Shipper of its responsibility to package articles in a manner suitable for shipment. Nor is it intended to, or to be construed as, giving rise to a presumption that where the Carrier accepts the article for transportation, the packaging was proper and adequate.
- (6) National Transportation Services, Inc. shall not be liable for loss, damage, delay or other results caused by (a) acts of god(s), public enemies, public authority acting with actual or apparent authority, authority of law, quarantine, riots, strikes, civil commotions, or hazards or dangers incident to a state of war; (b) the act or default of the shipper or consignee, including any breach of the warranty set forth in paragraph 2 above; (c) violation of the shipper or consignee for any of these conditions of contract; (d) mechanical difficulties, driver health problems, HoS (Hours of Service) Violations, Out-of-Service designation by DOT.
- (7) National Transport Services, Inc. will not accept any liability for the following: Perishable, live animals. Art and or artwork, antiques, currency precious metals, documents and any vehicles.
- (8) National Transport Services, Inc. offers their customers the opportunity to contract separate single policy insurance on acceptable commodities at the sole discretion of underwriters.
- (9) National Transportation Services, Inc. reserves the right to demand payment of all outstanding and past due freight charges as a precondition for releasing this shipment(s) at destination.
- (10) National Transportation Services, Inc. uses only licensed carriers with cargo insurance limits with a minimum of One Hundred Thousand Dollars U.S. (\$100,000.00). National Transportation Services, Inc. makes no warranties as to the fitness of the underlying carrier's insurance coverage including coverage for a specific loss or circumstance, or cancellation of coverage for any reason. National Transportation Services, Inc. makes no warranties as to the financial fitness of the underlying Carrier or as to the Carrier's cargo insurance and the adequacy thereof. Any modification of the Cargo Claims Liability terms contained herein must be in writing and signed by an officer of National Transportation Services, Inc.

- (11) Claims for loss or damage discovered by the consignee after delivery and after a clear receipt has been given to the Carrier must be reported in writing to: National Transportation Services, Inc./Claims 14411 Commerce Way, Suite 427, Miami Lakes, FL 33016 within 15 days of delivery of the shipment and Carrier shall be given the opportunity to inspect its containers/packaging within 15 days of such notice.
- (12) Claims of loss and/or damage must be made in writing to: National Transportation Services, Inc./Claims 14411 Commerce Way, Suite 427, Miami Lakes, FL 33016 within a period of 9 months after the date of the acceptance of shipment by the carrier.
- (13) All freight charges are payable upon receipt of invoice. Charges not paid within 60 days shall be subject to interest rate of 2.5% per month plus collection fees and attorney fees. The parties further agree that this contract shall be governed and construed in accordance to the laws of the State of Florida without regard to its choice of law provisions. The parties further agree that any claim or lawsuit relating to this contract or any breach hereof shall be filed in an appropriate Federal or State Court of Florida, with venue in Miami-Dade County, and the parties hereto consent to the exclusive and binding judgement of said court. The filing of a cargo or other claim against NTSI will not relieve the Customer of the obligation for payment of freight charges.

DETENTION OF VEHICLES WITH POWER UNITS

1. Vehicles with power units present for loading and unloading are subject to the following:
 - a. Free time for loading or unloading will be determined as follows:
 - i. When actual weight is less than 5,000 lbs, free time shall be 30 minutes;
 - ii. When actual weight is between 5,001 and 10,000 lbs free time shall be 60 minutes;
 - iii. When actual weight is between 10,001 and 20,000 lbs free time shall be 90 minutes;
 - iv. When actual weight is over 20,000 lbs and is not designated as a Truckload shipment, free time shall be 120 minutes;
 - v. Any shipment designated as a Truckload Shipment and the total billed trip miles are less than 400 miles the free time shall be 120 minutes; and
 - vi. Any shipment designated as a Truckload Shipment and the total billed trip miles are more than 400 miles the free time shall be 180 minutes.
 - b. When a delay beyond free time occurs, the charge shall be \$50 for each 1/2 hour increment or fraction thereof, subject to a maximum charge of \$600.00 for each business day.
2. Free time shall begin when the driver notifies a representative of the Shipper or Consignee of the arrival of the trailer for loading or unloading. Time shall end on the completion of loading or unloading and the driver receives a signed delivery receipt.

3. When multiple shipments are received from a Shipper or delivered to one Consignee at one time in one vehicle, free time shall be computed on the aggregate weight received or delivered.
4. If loading or unloading of a vehicle cannot be completed at the end of a normal business day, Shipper or Consignee may request that the vehicle return the next day. In that event a minimum charge of \$500 shall apply.

EQUIPMENT FURNISHED BUT NOT USED

When NTSI, upon receipt of a request to pick-up a Truckload Shipment or to furnish equipment for the exclusive use of a Consignor, has dispatched a vehicle for such purposes and, due to no fault of NTSI, the equipment is not used a charge of \$3.00 per actual mile driven shall apply, subject to a minimum charge of \$400.00.

PICKUP AND DELIVERY SERVICE

1. Except as provided below or in individual items, Rates include one pickup at the point of origin and one delivery at the point of destination.
2. The term “pick-up” means the service performed by the Carrier or Carrier’s agent in taking possession of and transporting freight from the point of origin stated on the Bill of Lading.
3. The term “delivery” means the service performed by the Carrier or Carrier’s agent in transportation and surrender of possession at the point of destination stated on the Bill of Lading.
4. **Procurement of Delivery Receipt.** Upon delivery of property at the point of destination, the Consignee or party authorized to receive the property shall issue to the delivering Carrier or Carrier’s agent a clear receipt for the property. Alternatively, the Consignee or party authorized to receive the property must note any overage, shortage or apparent loss or damage to the property on the receipt. The failure to properly note any overage, shortage, loss or damage on the bill of lading or delivery receipt may result in the denial of any claims subsequently filed for loss or damage.
5. **Failure to Obtain Delivery Receipt.** Until such receipt is obtained, Carrier or Carrier’s agent shall retain possession and custody of the property and delivery will not be deemed to have been accomplished. Should the property or any portion thereof be unloaded and subsequently reloaded into or on the vehicle of the Carrier or Carrier’s agent, because of failure by the Consignee or its representative to provide a delivery receipt of the kind and in the manner described in Paragraph 4 of this Section, a reloading charge of \$350.00 shall be assessed against the shipment, and shall be in addition to the transportation charges applicable to the shipment.

Neither NTSI, nor the Carrier, shall be liable for any loss resulting from the delay in or failure to deliver due to the Consignee's failure to provide a delivery receipt.

6. **Failure to Provide a Delivery Receipt.** In the event NTSI is unable to provide a delivery receipt for any reason, Consignor's or Consignee's sole cause of action shall be to file a claim for the entire shipment alleging the shipment was lost. Under no circumstances shall the payment of freight charges be withheld due to NTSI's failure to provide a delivery receipt. Notwithstanding the foregoing, the Shipper and/or Consignee shall have the burden of proving the shipment was actually lost.

UNCLAIMED OR REFUSED FREIGHT

In the event a Consignee or its representative refuses to take delivery of the property consigned, the following shall apply:

1. NTSI will attempt to notify the Shipper of the Consignee's refusal to take delivery.
2. If NTSI is immediately successful in making contact with the Shipper, NTSI will use its best efforts to reconsign or divert the shipment per the Shipper's instructions.
3. If NTSI is not immediately successful in making contact with the Shipper, NTSI will reconsign the shipment to a public warehouse located within a reasonable distance of the original destination pending disposition by the Shipper. The property shall remain in the possession of the public warehouse company until such time as disposition is provided by the Shipper to NTSI, and fees for the public warehouse company's services are fully paid by the Shipper. Notwithstanding the foregoing, NTSI shall have no liability for storage charges, or for loss or damage to the shipment while in the possession of the public warehouse company.
4. The Shipper shall be liable for all charges related to the diversion, reconsignment, redelivery and storage of the property, including the cost and liabilities charged by public warehouse company.
5. Freight remaining unclaimed for a period of 90 days after the first delivery attempt has been made, shall be sold by auction or other reasonable method. Proceeds from such sale shall first be applied to the charges for the transportation, reconsignment and storage and sale of the property. Any excess proceeds shall then be remitted to the property owner, upon presentation and verification of a proper claim.

FREIGHT DELAY

Due to the nature of the industry we work in we realize there are a couple of things that can cause delays with transporting shipments from Point A to Point B across the nation, below we outline what will be done in certain situations.

1. Delays due to mechanical difficulties will be reported to the shipper and customer as soon as the situation is known to us. This type of delay is unforeseen and neither NTSI nor the carrier will be liable for it. In the event that mechanical difficulties lead to more than 2-3 days of repair, NTSI will attempt to find another carrier in the area that can transfer the load and complete the trip, this however may cause additional charges to be invoiced.
2. Delays due to insufficient Hours-Of-Service will be tolerated and neither NTSI nor the carrier will be liable for said delay. We will not under any circumstances ask a carrier to abuse or violate their Hours-Of-Service policies. Our contracted carriers will follow FMCSA Regulations. In the event that there is a delay, the shipper and customer will be notified.
3. Delays due to Acts of God, Inclement weather, traffic, etc. are out of our control and NTSI will not be liable for such delays.

NEEDED ACCESSORIES

Shipper must notify NTSI of any accessories needed for shipment, NTSI will not dispatch a truck if this information is not given to us. Accessories include but are not limited to Corner/Edge Protectors (V-Boards), #of Straps, # of Chains, Binders, Tarps and Size required, Dunnage, Load Lock Bars, Wooden Load Stops, load or Tire Chocks, Coil Racks, PPE (Personal Protective Equipment) Gear, etc.