

EASLEY

Transportation

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www.easleytrans.com

Terms and Conditions

1. By accepting shipments or instructions for pick up, Easley Transportation agrees to do all within its power to perform the service desired by the customer. Liability for failure to meet its customers' obligations and requirements is limited to the cost of the transportation portion provided by Easley Transportation.
2. Most customers are self insured and do not wish to be charged excess value fees. Unless instructed in writing by the customer that they desire to be indemnified for the actual or declared value of the shipment, Easley will not charge for excess value and likewise will only be liable for the greater of .50 per lb. of the lost or damaged portion of a shipment or \$50.00 regardless of the declared value listed on alerts or delivery receipts. Under no circumstances will Easley Transportation be liable for any consequential damages due to delays, loss or damage. Shipper agrees that rates do not include insurance or other compensation for loss, other than as expressly provided herein and limited hereby, unless covered by separate contract. Accordingly, Shipper agrees that in the event it desires coverage for loss, it will obtain insurance and that said insurance will contain a waiver of subrogation clause waiving any subrogation rights for and on behalf of such insurance carrier. In the event the shipper fails to obtain such waiver, shipper will defend, indemnify and hold harmless Easley Transportation and any carrier retained by it with respect to claims made by Shipper, Consignee or third party. Regardless of the declared value listed on alerts, carriers paperwork or delivery receipts, Easley Transportation will not be responsible for any loss or damage greater than \$10,000.00 unless approved, in writing, by an owner of the company.
3. For and in consideration of transportation services provided, customer agrees to pay Easley Transportation the agreed upon charges. All freight charges are due and payable 30 days from the date of invoice. Invoices paid later than 30 days from the invoice date are subject to an interest rate of 1.5% per month plus any and all collection, attorney or court fees. Any claim or lawsuit associated with any shipments will be filed in the county of Shelby in the State of Tennessee. Past due invoices will cause credit to be suspended without notification to the customer. Shipments handled while credit is suspended are subject to FCCOD. If credit is suspended, shipments picked up will not be dropped or transferred to another carrier or delivered to the consignee until charges are paid. Should the consignee refuse to pay collect charges or refuse shipment, the shipper shall assume all responsibility for any and all charges for shipment.
4. Shipper agrees that all shipments are properly labeled and packaged to withstand normal transportation handling. Haz Mat shipments must be labeled, packaged and documented according to DOT regulations. Easley Transportation must be notified in advance of any Haz Mat shipments to be picked up or delivered.

Easley Transportation must be provided placards for Haz Mat shipments requiring placarding.

5. All shipments are subject to reweigh or recheck of dimensions of any shipments picked up or delivered. Shipper will only be subject to a change in charges if notified and approval given in writing.
6. All claims must be made in writing by payee of transportation charges within 15 days of acceptance of shipment by consignee. Shipments and packing materials must be available for inspection. All transportation charges for a shipment must be paid before any claims will be resolved and settled.
7. Easley Transportation's waybill is the bill of lading of choice. Any other document used in tendering shipments is to be considered only a receipt for shipment. Information on alerts are subject to the terms and conditions of Easley Transportation.
8. Easley Transportation needs your support and appreciates your business. If you cannot agree to any of the above terms and conditions, please do not tender shipments or request pick up of shipment. Terms or conditions will not be renegotiated after the fact in case of dispute or claim. If continued business relationship depends on something contrary to these terms and conditions, please negotiate it in writing before tendering shipments. These terms and conditions can only be changed by way of negotiated contract signed and approved by an owner of Easley Transportation. In the event Easley Transportation has to retain an attorney, or commence legal proceedings to enforce any portion of, or all of this contract, the Shipper and/or Consignee shall be liable for all cost and reasonable attorney fees.