



## Conditions of Contract

### Declared value and insurance

1. **ELS / Expedited Logistical Services, LLC** liability on shipments with no insurance requested will be limited to \$0.50 per pound, up to a maximum of \$50.00 per shipment.
2. The declared value of a shipment is agreed and understood to be \$0.50 per pound up to maximum of \$50.00 unless a greater amount is declared prior to shipment, on the voucher, and applicable insurance charges paid thereon.
3. **ELS / Expedited Logistical Services, LLC** shall not be liable for any loss, damage, delay, missed delivery, or non-delivery of other result caused by:
  - a. The act, default or omission of the consignor
  - b. The nature of the shipment or defect or inherent vice thereof.
  - c. Improper or insufficient packing, securing or addressing or any other violation of the terms contained herein.
  - d. Acts of God, perils of the air, public enemies, public authorities acting under the authority of the law, quarantine, riots, labor disturbances, civil commotions, fuel shortages or hazards incident to a state of war.
4. Notwithstanding the foregoing, **ELS / Expedited Logistical Services, LLC** in no event shall be liable for any consequential, incidental or special damages which may arise from loss, damage, non-delivery or delay of any shipment. The limitation shall apply to and include, but not be limited to damages for loss of profit, loss of income or loss of business opportunity.
5. **ELS / Expedited Logistical Services, LLC** and/or its assignees will not be liable for items of extraordinary value including, but not limited to electronic or computer equipment, works of art, jewelry, money, precious metals, gems, furs, coins, bullion, or securities and other negotiable items. Such items will be accepted but maximum liability is \$50.00
6. Shipper warrants that the shipment is packaged to prevent damage from normal care in handling. Any glass, fragile items or electronic equipment must be identified as such and be professionally packaged or crated for shipment or any claim against such shipment will be denied.
7. The consignor or consignee shall be liable, jointly and severally, for all unpaid charges payable on account of such shipment including sums advance or disbursed by the forwarder on account of shipment.
8. **ELS / Expedited Logistical Services, LLC** expressly reserves the option to deal with any shipment tendered hereon as an agent for the shipper.
9. Shipper warrants that the shipment is properly described on the bill of lading as to its proper contents. **ELS / Expedited Logistical Services, LLC** reserves the right to open and inspect any shipment.
10. All parcels tendered to **ELS / Expedited Logistical Services, LLC** are subject to reweighing by **ELS / Expedited Logistical Services, LLC** and are subject to recalculation of charges based on reweighing. Regardless of actual classification, or that claimed by the shipper, carrier shall reserve the right to determine dimensional weight or reweigh while in its possession to be transported on a revenue-bearing freight bill. To determine dimensional weight, the extreme measurements of the length times the width times the height of the article, in inches shall total the cubic inch content. For **ELS / Expedited Logistical Services, LLC**, the chargeable weight is computed by dividing cubic inch content by a factor of 194 cubic inches.
11. In the event that any provision of the Declared Value and insurance agreement shall be deemed invalid, it shall not affect any remaining clause, phrase or section of this agreement.
12. Used items – used items with declared value will not be protected at new replacement costs. Carrier is not liable for rust, discoloration, marring, chipping, denting, scratches, and electrical and/or mechanical derangement.

### Payment of charges

1. On approved credit and with a valid **ELS / Expedited Logistical Services, LLC** account number, ELS credit terms require payment of all charges within 15 calendar days of the ELS invoice date, unless otherwise stated in tariff; however, no greater than 30 day terms will be allowed.
2. Invoices not paid by the designated payee on the **ELS / Expedited Logistical Services, LLC** bill of lading will be charged 1.5% interest per month or maximum amount allowable by law on the unpaid balance.
3. **ELS / Expedited Logistical Services, LLC** shall have a lien on any goods shipped. For failure to pay charges due and payable on account, **ELS / Expedited Logistical Services, LLC** may refuse to surrender possession of goods until such charges are paid.



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### Claims

1. Claim Procedures
  - a. All claims for lost or damaged shipments must be made in writing and received by *ELS / Expedited Logistical Services, LLC* within 15 days after date of acceptance of this shipment by the consignee.
    - i. Merchandise must be retained in its original shipping container in order that *ELS / Expedited Logistical Services, LLC* and/or its assignees may make inspection thereof.
    - ii. Satisfactory proof of loss must be furnished including invoices and supporting documents.
    - iii. Claimant agrees to assist *ELS / Expedited Logistical Services, LLC* in recovery of the loss from any insurer and invoke all legal rights shipper may have to minimize the effect of the loss.
    - iv. *ELS / Expedited Logistical Services, LLC* or its insurer shall become subrogated to all rights and remedies, if any, of claimant in respect to such a loss.
  - b. Claims for overcharges must be made in writing to *ELS / Expedited Logistical Services, LLC* within 3 months after the acceptance of the shipment by the consignee.
  - c. No claims for loss or damage to a shipment will be entered until all transportation charges have been paid. The amount of claims may NOT be deducted from transportation charges.
2. In the event that any provision of the Claim Procedures agreement shall be deemed invalid, it shall not affect any remaining clause, phrase or section of this agreement.

### Rate Changes

1. *ELS / Expedited Logistical Services, LLC* reserves the right to change its shipping tariffs on all shipments without serving prior notice to shipper and any such tariff may apply for any period as needed necessary by *ELS / Expedited Logistical Services, LLC*.

### Fuel Surcharges

1. *ELS / Expedited Logistical Services, LLC* reserves the right to assess a fuel surcharge on all shipments without serving prior notice to shipper and any such surcharge may apply for any period of time as deemed necessary by ELS.

### Local and State Rules and Regulations

1. Shipper is required to adhere to all rules/regulations as set forth by local and state agencies. *ELS / Expedited Logistical Services, LLC* is not liable for fines, penalties, seizures and other actions taken by mentioned agencies assessed against shipper due to shipper's negligence or non-compliance.