

Pontiac Enterprises Inc. DBA Pontiac Logistical Systems

Terms and Conditions

1. Company hereby certifies that any and all information furnished to Pontiac Logistical Systems under this Application and any other financial statements furnished in connection to herewith is true and correct.
2. Company understands that Pontiac Logistical Systems intends to rely upon such information for credit limit purposes.
3. Company represents and warrants that it is solvent and able to pay its debts as such debts become due.
4. Company agrees to advise Pontiac Logistical Systems of any material change in the information provided herein, including but not limited to change of ownership, address and telephone.
5. Company hereby authorizes Pontiac Logistical Systems to check Company's and or Partners or Proprietorship's credit history and trade and bank references for customary credit information to confirm the information contained on the Application including but not limited to, sending a copy hereof to the trade and bank references, and to release information to other creditors regarding Company's credit experience with Pontiac Logistical Systems.
6. All invoices (freight bills) are due and payable with fifteen (15) days (excluding Saturdays, Sundays and Holidays) of the Shippers' receipt of Broker's invoice. In the event that Pontiac Logistical Systems deems it necessary to utilize the services of a collection agency or attorney to collect any amount due, company agrees to pay all collection cost, attorney fees and court costs. Company agrees to pay all transportation charges in full without offset or recoupment. No deductions from transportation charges shall be made for loss, delay or damage or for billing errors or claims on other shipments. Company understands that Pontiac Logistical Systems will compensate Carrier for the transportation services provided under this Agreement.
7. Company understands that Pontiac Logistical Systems is a transportation broker who will arrange their freight to be transported by a third-party motor carrier, and that Pontiac Logistical Systems can neither fill out the Bill of Lading nor be listed on the Bills of Lading as the delivery carrier.
8. Company understands that motor carriers under contract with Pontiac Logistical Systems are required to maintain cargo loss and damage liability insurance in the amount of \$ 100,000.00 per Truckload shipment. Truckloads valued in excess of \$ 100,000.00 will not be tendered without advance written notification to allow Pontiac Logistical Systems and the contracted carrier the opportunity to arrange for increased insurance limits. Failure to provide written notice will result in your loads not being insured to the extent the value exceeds \$ 100,000.00.
9. The state courts located in Defiance County, OH shall have exclusive and irrevocable jurisdiction and shall be the exclusive venue with respect to any claims, counterclaims, or disputes arising in connection with any transaction, loads, or other business between Pontiac Logistical Systems and Company.
10. FORCE MAJEURE. Neither the Company nor any Carrier will be liable to Customer for delay or failure to perform the Services during any time in which such performance is prevented by fire, explosion, act of God (including floods, hurricanes, tornadoes, earthquakes, severe weather conditions and natural disasters); strike, lockout or labor shortage or disturbance; war, terrorism, embargo, quarantine, riot, civil disobedience, hijacking or robbery; congestion, derailment or service issues affecting the Carriers; closing or disruptions affecting highways, rail networks, ports, air traffic or other transportation systems; the acts of any Government Authority or customs inspection requirements; acts or omissions of Customer; or any other cause outside of the reasonable control of the Company or the Carrier. The Company will provide notice within a reasonable time to Customer of such delay or inability to perform.
11. DELAY. Pontiac Logistical Systems shall not be liable for delay, or for damages arising from delay, for any reason and/or under any circumstances, unless agreed to between the parties prior to shipment tender in writing and signed by an authorized representative of Pontiac Logistical Systems.
12. RULES AND OTHER PROVISIONS WHICH GOVERN. Except as provided in these Terms and Conditions or contracts governed by these Terms and Conditions, the rules and regulations herein apply in connection with the rates or transportation contracts making reference to these Terms and Conditions or reissues thereof. All shipments arranged by Pontiac Logistical Systems not transported pursuant to a contract are also subject to the provisions in these Terms and Conditions and any succeeding issues thereof. Contracts which are silent as to any of the provisions contained in these Terms and Conditions will be interpreted according to these Terms and Conditions, and succeeding issues thereof. Pontiac Logistical Systems is not bound to arrange transportation with any particular carrier in time for any particular market or markets, other than to arrange for the transportation of the freight with a licensed carrier with reasonable dispatch. Under no circumstances shall Pontiac Logistical Systems be held liable for any special, indirect, or consequential damages, regardless of the existence of reasonable foreseeability, unless such liability is specifically and explicitly assumed in writing prior to shipment by an executive officer of Pontiac Logistical Systems. Pontiac Logistical Systems reserves the right to amend, add, and/or discontinue any of the provisions set forth herein. In the absence of written acceptance, the act of tendering a shipment or request for transportation services shall constitute such acceptance of terms and conditions by Company.

13. LIMITS OF LIABILITY. It is understood and agreed that Pontiac Logistical Systems is acting as a broker and is not acting as a carrier and that Pontiac Logistical Systems SHALL NOT BE HELD LIABLE FOR LOSS, DAMAGE OR DELAY IN THE TRANSPORTATION OF CUSTOMER'S PROPERTY unless an authorized representative of Pontiac Logistical Systems agrees to assume such liability in writing prior to shipment tender. In no event shall Pontiac Logistical Systems be liable for any loss, damage or delay unless such was directly and solely caused by Pontiac Logistical Systems grossly negligent acts or omissions in the performance of this Agreement. Pontiac Logistical Systems liability to Customer for any claim shall be limited to the lesser of (1) Customer's actual damages, or (2) the revenue derived by Pontiac Logistical Systems from the single bill of lading accompanying the shipment giving rise to the claim. In no event shall Pontiac Logistical Systems maximum liability for loss or damage to cargo exceed \$100,000 per Truckload shipment. In no event shall Pontiac Logistical Systems be liable to Customer or anyone else for any special, incidental, indirect or consequential damages (including, without limitation: delay, plant shutdown, extra labor, air cargo, air charter, lost profits or business opportunity).

Less-Than-Truckload (LTL)

1. Transit time is estimated based on the carrier's published times and has no definite date and time for pickup or delivery. If you need delivery by a specific date, Pontiac Logistics can arrange a guaranteed shipment with advance notice and proper notes on the BOL. If a guaranteed delivery arrives late, you will not be charged the "guaranteed" rate and will only be invoiced the standard Less-Than-Truckload rate. Pontiac Logistical Systems is not liable for additional charges or damages due to a late guaranteed delivery.
2. If your freight exceeds any of the following items may be considered a "volume shipment" and additional charges may apply: 5,000 lbs, 8 double-stacked standard-size pallets, 4 not-stackable standard-size pallets, 12 feet of linear space, or 650 cubic feet. Please contact Pontiac Logistical Systems customer service specialist to verify your freight details are accurately reflected in your quote.
3. Pontiac Logistical Systems assumes all quoted information is accurate and will not change. Adjustments to the lane, pallets, dimensions, weight or freight class, including corrections made by the carrier, may result in additional charges and accessorial. Please notify Pontiac Logistical Systems of any inaccuracies or changes to your quote to get an accurate confirmation.
4. Pontiac Logistical Systems may help classify your freight but is not responsible for the accuracy of its suggestions. If a carrier determines the incorrect freight class was used, then additional charges may apply.
5. Accessorial charges such as delivery appointment, lift gate, pallet jack, redelivery, or reweigh/re-class may be added to your freight in order to complete delivery. While Pontiac Logistical Systems strives to notify you of all charges in advance, this is not always possible and unanticipated accessorial may be added to your shipment.
6. The shipper must use Pontiac Logistical Systems Bill of Lading on top of any shipping documents. The customer is responsible for notifying Pontiac Logistical Systems of any incorrect information on the Bill of Lading. Additional charges may result from incorrect information on the Bill of Lading including, but not limited to inspection fees, re-consignment, and rebills.
7. Your freight will be insured by the carrier at the default amount for your commodity and class per NMFTA guidelines and carrier tariffs, but your freight may not be insured for its full value.
8. Customer must notify the Company in writing of any dispute regarding a Company invoice within ten (10) days of the date of the Company invoice. If Customer fails to timely notify the Company of the dispute, the Company's original invoice will be deemed to be final, and Customer will be deemed to have accepted such invoice in full and to have waived any and all Claims or defenses to paying such invoice.
9. All claims for loss, damage or destruction must be filed in writing or email within 15 days (15) after delivery or, for non-delivery claims, within 15 (15) days after the date of the bill of lading. When claims are not filed within the prescribed times, Pontiac Logistical Systems will not be responsible for filing of the claim.

(Authorized Company Representative)

COMPANY:

SIGNATURE:

TITLE:

PRINTED NAME:

DATE:
