

Gulf Coast Logistics – Terms & Conditions

The enrolled Customer, Shipper and/or Consignee (hereinafter collectively referred to as "Customer") agrees to these TERMS AND CONDITIONS which no agent or employee of the parties may alter. These TERMS AND CONDITIONS shall apply to this and all future shipments scheduled by Customer, unless and until these TERMS AND CONDITIONS are altered or amended by the Organization's issuance of new TERMS AND CONDITIONS.

The General Rules Tariffs, set forth by the carriers provided as Solutions with the Organization, will in every instance take precedence in all legal proceedings and when applicable, will take precedence over the Organization's TERMS AND CONDITIONS stated herein. If not stated within the carrier's General Rules Tariff, the Organization's 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 Organization is a freight broker and NOT a freight carrier. The Organization reserves the right, in its sole discretion, to refuse any shipment at any time.

Bills of Lading

All Bills of Lading are NON-NEGOTIABLE and have been prepared by the enrolled Customer or by ("The Organization") as Customer's agent on behalf of the Customer and shall be deemed, conclusively, to have been prepared by the Customer and to bind Customer. Any unauthorized alteration or use of Bills of Lading or tendering of shipments to any carrier other than that designated by the Organization, or the use of any Bill of Lading not authorized or issued by the Organization shall VOID the Organization's obligations to make any payments relating to this shipment and VOID all rate quotes.

2. Customer's Warranties

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. Customer further warrants that it is registered and in compliance with the security plan and training requirements, and any amendments related thereto, related to hazardous materials, 49 C.F.R. #172.701-704, and 49 C.F.R. #172.800-804. Customer further warrants that it will immediately advise Company in the event that its registration and/or compliance with these regulations expires or are terminated. The Customer agrees to furnish such information and documentation as necessary to establish its compliance with such laws, rules and regulations. The Organization 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. Any individual or entity acting on behalf of the Customer in scheduling shipments hereunder warrants that it has the right to act on behalf of the Customer and the right to legally bind Customer. Customer agrees to indemnify Company for any and all claims or damages incurred as a result of Customer's failure to comply with the provisions of this provision.

3. Necessary Documentation

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

4. Payment

All charges are payable in US Dollars and are due and payable fourteen (14) 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 average outstanding balance due, or the highest rate of interest permitted by applicable law, whichever is less. All funds received by the Organization will be applied to the oldest (based on pick-up date) invoiced BOL that is outstanding. Overpayments do not accrue interest and are subject to Louisiana State Law. In the event the Organization retains an attorney or collection agency to collect unpaid charges or for the enforcement of these Terms and Conditions, all unpaid charges will be subject to a late payment penalty of 33% and Customer shall also be liable for all attorneys and collection agency fees incurred, together with related costs and expenses. All shippers, consignors, consignees, freight forwarders or freight brokers are jointly and severally liable for the freight charges relating to this shipment.

All Customers are subject to credit approval. The Organization intends to perform a credit check based on the information provided at the time of enrollment by the Customer. The amount of credit, if any, granted to the Customer is at the sole discretion of the Organization. When paying by credit card or electronic funds, the Customer agrees they will be responsible for all charges payable, including any adjustments, on account of such Customer's shipment. These charges and adjustments, if any, will be automatically debited to the Customer's credit card or bank account.

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, including all adjustments issued by the carrier(s) after the shipment, and all duties, customs assessments, governmental penalties and fines, taxes, and Organization's attorney fees and legal costs allocable to this shipment and/or all disputes related thereto. Unless otherwise agreed, Brokers scheduling shipments for clients shall be liable, jointly and severally, for all charges payable on account of such client's shipment. The Organization shall have a lien on the shipment for all sums due it relating to this shipment or any other amounts owed by Customer. The Organization reserves the right to amend or adjust 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. Customer is permitted thirty (30) business days from the date of the invoice to dispute any invoiced charges. If the Organization does not receive a dispute within the allowable thirty (30) business days, the disputed item will be denied by the Organization.

Note: As part of the anti-terrorism rules / regulations, inspection of freight that moves cross border (to or from Canada or Mexico) may result in carriers (LTL, TL and Intermodal) applying charges to shipments inspected by US Customs. These random inspections are not known at time of shipment and therefore are excluded from all quotes. Any applicable costs associated with random border inspections will be the responsibility of the customer.

5. Claims and Limitations of Liability

The Organization will act as the primary point of contact for claims and ensure that all claims are filed and processed in accordance with 49 C.F.R. 370. All claims should be submitted immediately to the Organization to help ensure timely resolution. The Organization will use commercially reasonable efforts to assist and cooperate with Customer to investigate and process any freight loss or damage claims and any claim for damage to our customer's property occurring in the course of the transportation services rendered to such Customer. The liability for any cargo damage, loss, or theft from any cause shall be determined under the Carmack Amendment, 49 U.S.C. 14706.

The individual carrier's governing General Rules Tariff determines the standard liability cargo insurance coverage offered by all carriers. Those Tariffs can be viewed at the Organization's corporate offices. If the shipment contains freight with a predetermined exception value, as determined by the selected carrier, the maximum exception liability will override the otherwise

standard liability coverage. The Organization's liability for loss, delay or damage to shipper's goods extends only to the insurance coverage provided by its contingent cargo insurance. While the Organization carries such contingent cargo insurance, the maximum amount that Customer will receive on a claim will be that which is recoverable under the respective transportation tariffs. The Organization will not be responsible in any way for claims arising out of Customer negligence. The Organization also has available for purchase by the Customer, upon request, shipper's interest cargo insurance. The filing of a claim does not relieve the responsible party for payment of freight charges. Freight payment is necessary in order for a carrier to process a claim. Customer may not offset freight or other charges owed to Organization against claims for any loss, damage, miss-delivery or non-delivery. The Organization has a lien on funds recovered through the processing of damage claims and reserves the right to apply recovery amounts to open past due invoices on account.

6. Forum Selection and Choice of Law

Any claim, dispute or litigation relating to these Terms and Conditions, any shipment scheduled or tendered hereunder or through the Organization's website, or relating to any and all disputes between the Organization and the enrolled Customer, Shipper and/or Consignee and/or Brokers for any enrolled Customer, Shipper and/or Consignee, shall be filed in the District Court of St Tammany Parish, Louisiana and shall be subject to Louisiana law.

7. Rates

LTL rates are based on the freight class as determined by the NMFC (National Motor Freight Classification) and are weight based. All displayed transit times are estimates only and do not include day of pickup. LTL pickup dates are not guaranteed.

TL rates are based on Dock Door Pickup/Dock Door Delivery and Shipper Load/Consignee Unload and are state to state and mileage based. Additional fees may apply for charges including but not limited to, Tractor Detention, Trailer Detention, and Driver Assistance. Providing 48-hour notice is given, the Organization will make every possible attempt to cover Truckloads within 48 hours of Customer's requested pickup, excluding weekends and holidays, weather or national emergency. Trade show shipments cannot be guaranteed. Truckload cancellations require 24 hour notice to avoid penalty. Once GCL has contracted with a carrier to move a truckload shipment, the scheduled load must be tendered to the carrier as requested on the bill of lading at the agreed upon price, or a equipment not used (EON) fee of up to \$250 USD will be assessed.

OTHER ACCESSORIAL CHARGES THAT MAY APPLY TO TRUCKLOADS INCLUDE:

Extra stops for each stop is \$100 USD		
Detention time to load and/or unload: 2 free hours then \$75/hour		
Driver load/unload: \$150/occurrence		
Reconsignments/Refusal: flat \$75 plus \$1.75 for all additional miles.		
Layover	Single	Team
Overnight	\$500	\$800
Weekend	\$1500	\$2250

Air Freight rates are based on the greater of actual or dimensional weight. If an Air Freight shipment contains oversize freight, additional charges and transit days may apply.

Van Line 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.

All displayed transit times are estimates only and do not include day of pickup. Pickup dates are not guaranteed.

8. The Organization assumes no liability and in no event shall be responsible for any carrier billing, rating, and tariff inaccuracies. To ensure that all quotes remain current and accurate, please provide the Organization 15 day's notice of any change to your carrier contracts, discounts, or tariffs.

9. Guaranteed Services

LTL 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 LTL 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 actual delivery date of shipment to file a claim request in writing with the Organization. If the Organization does not receive a claim request or receives the request after the allowable ten (10) business days, the service provided by the LTL 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, the Organization will credit the account of the said Customer. In no event shall the Organization be liable nor will any account be credited if the Customer does not use the Organization's Bill of Lading.

10. Cargo Liability Insurance

FAILURE TO PURCHASE ADDITIONAL CARGO INSURANCE WILL RESULT IN SHIPPER BEING LIMITED TO RECOVERY PURSUANT TO THE TERMS OF CARRIER'S GENERAL RULES TARIFF.

THE ORGANIZATION MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO DELIVERIES OR WITH REGARD TO THIS WEBSITE, INFORMATION PROVIDED ON THIS WEBSITE OR SERVICES RELATED TO TRANSACTIONS CONDUCTED ON THIS WEBSITE. THE ORGANIZATION CANNOT GUARANTEE DELIVERY BY ANY SPECIFIC TIME OR DATE. IN ANY EVENT, THE ORGANIZATION SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR INCOME, WHETHER OR NOT THE ORGANIZATION HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED