

HEAVY HAUL TERMS & CONDITIONS

(HEAVY HAUL TRANSPORTATION, RIGGING, AND RELATED SERVICES)

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1. This cost estimate is valid for 30 days from the date of issuance and is subject to all terms, conditions and qualifications herein set forth, unless otherwise stated in writing. Pricing is submitted under Carrier's contract carrier authority.
2. Contingent upon the cost of fuel current at time of shipment, pricing may be adjusted accordingly by a fuel surcharge.
3. Unless otherwise contracted-for, this quote does not cover hazardous material or cargo containing hazardous material as defined by the US DOT.
4. Unless otherwise stated, quoted price includes permits, escorts, equipment, and labor as determined based on weights and dimensions supplied by the customer at the time of the quotation. Changes or omissions of details can affect final pricing and the ability to obtain permits.
5. **Unless specifically indicated otherwise, costs for utility assistance such as Telephone, Cable, Power Company, and DOT/Municipal Signal Shops are not included. If required, these services will be invoiced as additional to this quote, at cost-plus 15%.**
6. **Final pricing and performance are based upon approvals from all State and/or local governmental agencies en route. Any costs associated with route alterations or improvements required for safe transport of freight/equipment shall be the responsibility of the customer and will be invoiced at cost plus 15 %.**
7. For movement in Texas of loads exceeding 254,000# GVW, a state-mandated bridge evaluation will be conducted. This process may take 6 to 8 weeks for completion. This evaluation by the state will not commence without a written Purchase Order or Contract specifying Carrier as the carrier awarded this transportation project. **All permit application costs and bridge evaluation fees are invoiced by the state, and re-billed to you the customer at cost plus 15%. These costs are invoiced to Carrier and re-billed to the customer regardless as to whether or not the permit application is actually approved.**
8. Unless otherwise indicated this estimate provides for two (2) hours free time for loading and two (2) hours free time for unloading. Detention charges will accrue after this free time has expired and will be invoiced as additional.
9. Loading and delivery are based on loading-at and delivering-to the nearest point(s) of accessibility.
10. In-Plant or on-site clearances, with sufficient compaction will be the responsibility of the shipper and/or consignee. Inadvertent damage to the surrounding property at origin or destination due to the activities of the transportation equipment is at the risk of the shipper/consignee, which shall indemnify and hold Carrier harmless for same. Relocation or renovation of obstacles at origin or destination, including but not limited to curbing, railroad tracks, fencing, signage, etc., will be at the expense of the shipper/consignee.
11. Cargo to be loaded in the most advantageous transport position, to be determined by Carrier or our designated agents.
12. Carrier will not be responsible for the structural integrity or cosmetic condition of the cargo. It is the customer's responsibility to ensure the cargo is self-supporting and structurally able to withstand the stresses of transport, including lashing and , or to apprise Carrier in advance, including technical drawings, of any special requirements in lifting, handling, blocking, securing, or covering of cargo.
13. Unless otherwise specified, loading and unloading of cargo will be the responsibility of others.
14. Unless otherwise specified, charges related to dockage, wharfage, and terminal charges are the responsibility of the shipper/consignee.

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15. This cost indication does not provide for direct discharge ship-to-truck, or direct truck-to-ship unloading
16. Tarping of load is not included in this proposal.
17. Shipping cradles, blocking, and cribbing of sufficient stability and integrity will be the responsibility of others unless otherwise specified.
18. Modifications to transport equipment, whether in advance or during transit, due to special handling requirements or unusual shape of cargo will be at the expense of the shipper or consignee,
19. Activities related to this movement will begin upon receipt of Customer's written purchase order.
20. Coordination of equipment and issuance of approved permits for superloads may require several weeks advance notice.
21. Shipper/consignee shall hold Carrier harmless for costs associated shipping delays due to weather, acts of God, or force majeure. Additional expenses incurred by Carrier, including but not limited to escort costs and expired permits, shall be invoiced as additional at cost plus 15%.
22. Standard payment terms with approved credit are net 30 days, with balance due and payable in full upon receipt of invoice. Full payment to be in U. S. Dollars.
23. All payments shall be made to Carrier at its corporate offices in Oakland Ca. This agreement shall be deemed to be made in the USA with jurisdiction in the Southern District of New York which shall govern interpretation and enforcement of contractual rights and responsibilities. In event of dispute, the parties agree to alternative dispute resolution under the American Arbitration Association or other mutually agreeable venue.
24. Unless otherwise contracted in writing, no part of this quote or subsequent agreement implies or explicitly commits to a specific delivery date and/or time. An estimated delivery date may be anticipated and provided, but in the event of a delay, Carrier will not be responsible or penalized for associated costs, including but not limited to labor, equipment, crane(s), ship demurrage, etc.
25. Unless otherwise agreed in writing, all Heavy Haul shipments are released to a maximum value of \$100,000 per shipment or the actual value of the cargo, whichever is less. Shipper may obtain insurance coverage rates for shipments with a higher release value than those indicated above from Carrier by calling Carrier. Any alternative rate shall be reflected by the insertion of the higher release value and specially assigned identification number on the bill of lading at the time of pick-up.
26. Carrier is not responsible for superficial damage to the load caused by immovable objects such as tree limbs and heavy shrubbery along public roadways.
27. An authorized representative of your company must sign below to confirm agreement to pricing & terms.

Customer: _____
Signature: _____ Date _____
Print Name: _____