

eShipping, LLC
Terms and Conditions (Freight Broker)

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GENERAL

eShipping.biz is a service that simplifies shipping heavy freight. This application provides an instant comparison of numerous freight carriers or shipping companies.

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 eShipping issuance of new Terms and Conditions.

The General Rules Tariffs, set forth by the carriers, will in every instance take precedence in all legal proceedings and when applicable, will take precedence over eShipping Terms and Conditions stated herein. If not stated within the carrier's General Rules Tariff, eShipping 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.

PAYMENT

All charges are payable in US Dollars and are due and payable fourteen (14) days from the date of invoice, unless specified otherwise stated in a written agreement. Any payment which is past due may be subject to additional charges at the discretion of eShipping. All funds received by eShipping will be applied to the oldest (based on pick-up date) invoiced BOL that is outstanding. Overpayments do not accrue interest. In the event eShipping 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 penalties and the 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. eShipping 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 eShipping. 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. eShipping shall have a lien on the

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shipment for all sums due it relating to this shipment or any other amounts owed by Customer. eShipping 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. Billing (invoice) disputes must be reported to billing@eshipping.biz within 10 business days of the invoice date, unless otherwise stated in a written agreement with eShipping. If eShipping does not receive a dispute within the allowable ten (10) business days, the disputed item will be denied by eShipping.

COD SHIPMENTS

Should the Customer desire Cash On Delivery (COD) Shipments, it is the responsibility of the Customer to contact eShipping directly for the processing of the Shipment. This will include the preparation of all paperwork for the Shipment and the calculation of all applicable charges. After the appropriate paperwork has been created, the responsibility falls to the Customer for the application of the rules of the COD Shipment with the Carrier. COD Claims will not be filed with eShipping.

BILLS OF LADING

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

CLAIMS

The individual carrier's governing General Rules Tariff determines the standard liability cargo insurance coverage offered by all carriers. 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 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. All freight cargo claims should be submitted immediately to eShipping to help ensure timely resolution. eShipping will attempt to assist in the resolution of freight claims, but has no responsibility or liability therefore. Please contact eShipping for more details regarding carrier insurance or carrier liability.

Where Organization files damage claim with carrier on behalf of customer and receives recovery funds, eShipping has a lien on such recovery amounts and reserves the right to apply recovery amounts to open past due invoices on account. This includes recovery amounts received from carrier for freight charges and/or product damage claim amounts.

eShipping is not liable for any loss, damage, mis-delivery or non-delivery caused by the act, default or omission of the Carrier. eShipping is not liable for any loss, mis-delivery or non-delivery caused by the act, default or omission of the Customer or any other party who claims interest in the shipment, or caused by the nature of the shipment or any defect thereof. eShipping

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is not liable for losses, mis-delivery or non-delivery caused by violation(s) by the Customer of any of the Terms and Conditions contained in the Bill of Lading or of the carrier's General Rules Tariff including, but not limited to, improper or insufficient packing, securing, marking or addressing, or of failure to observe any of the rules relating to shipments not acceptable for transportation or shipments acceptable only under certain conditions. eShipping is not liable for losses, mis-delivery or non-delivery caused by the acts of God, perils of the air, public enemies, public authorities, acts or omissions of Customs or quarantine officials, war, riots, strikes, labor disputes, weather conditions or mechanical delay or failure of aircraft or other equipment. eShipping is not liable for failure to comply with delivery or other instructions from the Customer or for the acts or omissions of any person other than employees of eShipping.

Subject to the limitations of liability contained in the Bill of Lading and the carrier's General Rules Tariff, eShipping shall only be liable for loss, damage, mis-delivery or non-delivery caused by eShipping own gross negligence. eShipping liability therefore shall be limited to the fees that eShipping has earned with respect to the subject shipment.

ESHIPPING 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. ESHIPPING CANNOT GUARANTEE DELIVERY BY ANY SPECIFIC TIME OR DATE. IN ANY EVENT, ESHIPPING SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR INCOME, WHETHER OR NOT ESHIPPING HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED

AGREEMENT

By accepting these terms and conditions, the customer accepts all rules and regulations specified in this document, including the responsibility of paying all applicable charges and laws. The customer shall be liable for all charges payable on account of such customer shipment, including but not limited to transportation, fuel, and other applicable accessorial charges, including all adjustments issued by the carrier after the shipment and all duties, customs, assessments, governmental penalties and taxes.

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. The Customer agrees to furnish such information and complete and attach to this Bill of Lading such documents as are necessary to comply with such laws, rules and regulations. eShipping 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.

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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.

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DOCUMENTATION

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

GUARANTEED SVS.

In order for any guarantee to apply, the shipment must pick up before 5:00 pm.

The Bill of Lading must be clearly marked with the designated level of guarantee service and initialed by the shipper. Please note that the driver also needs to be Verbally Advised that the shipment is moving under an LTL Guarantee. LTL delivery times generally do not begin to run until the day after the pickup of the shipment, except as otherwise noted by the carrier selected. Guaranteed Service transit times do not include holiday and/or "no service" days as defined by the individual carrier.

The most common exclusions for guarantee service include: Not properly packaged or labeled by the shipper, delayed due to missing, incomplete or inaccurate information, lift gate, crane, forklift or other mechanical devices, will call points, consolidation, distribution, " + "hazardous, volume services, brokerage, intermodal, spot market, capacity load, CCD, COD, Held for inspection or detained by governmental regulation or mandate, government bills of lading, convention show sites, residential, limited access, food or grocery warehouses, 12 foot or greater, sort and segregation.

For complete Terms and Conditions please see carrier's website.

In the event of a carrier's failure to comply with the guaranteed service requested, the Customer shall have fifteen (15) days from the actual delivery date of shipment to deliver a written claim request to: claims@eshipping.biz.

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If eShipping does not receive a claim request within said fifteen (15) 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.

HAZMAT

The Customer shall comply with all applicable laws and regulations to the transportation of hazardous materials as defined in 49 CFR § 172.800 and § 173 et seq. to the extent that any shipment constitute hazardous materials as designated under section 5103 of Federal hazardous materials transportation law (49 U.S.C. 5103). The term includes hazardous substances, hazardous wastes, marine pollutants, elevated temperature materials, materials designated as hazardous in the Hazardous Materials Table (see 49 CFR 172.101), and materials that meet the defining criteria for hazard classes and divisions in part 173 of subchapter C of 49 CFR B(I). The Customer is obligated to inform eShipping immediately if any such shipments do constitute hazardous materials. It is the Customer's responsibility to insure that any hazardous materials shipment is properly classed, described, packaged, marked, labeled, and in condition for shipment as required or authorized by applicable requirements of subchapter C of 49 CFR B(I) or an exemption or special permit, approval, or registration issued under subchapters A or C of 49 CFR B(I). When required, the shipper is responsible for ensuring that all of its employees involved in the preparation of Hazardous Materials for the transport are properly trained, tested, and certified in accordance with 49 C.F.R. Part 172.700 through 172.704, or with IATA (Section 1.5) and for ensuring that a program exists for the retraining, testing, and certification as required by these rules. All packaging used by the shipper for the transportation of Hazardous Materials, when required by regulation, must meet the requirements set forth in 49 CFR Part 173.24. Customer shall defend, indemnify and hold eShipping harmless from any penalties or liability of any kind, including reasonable attorney fees, arising out of Customer's failure to comply with applicable hazardous materials laws and regulations.

INSURANCE

eShipping is a freight broker and NOT a freight carrier. eShipping reserves the right, in its sole discretion, to refuse any shipment at any time.

Insurance arranged and provided by Roanoke Trade a division of Roanoke Insurance Group Inc. a wholly owned subsidiary of Munchener Ruckversicherungs-Gesellschaft (Munich RE). The insurance certificate is only applicable to new general merchandise.

List of general exclusions this certificate does not cover: used goods, autos, motorcycles, household goods & personal effects, frozen foods, bagged goods, alcohol, chinaware, glassware, ceramic, marble & granite, steel products, lumber, scrap metal. The maximum limit of liability is \$250,000 per conveyance. Additional exclusions may apply.

OVER DIMENSION

Shipments exceeding twelve (12) total feet in any direction, exceeding six (6) total pallets, or exceeding 7,000 pounds are subject to extra charges from the Carrier. Should the Customer choose to process freight of these sizes, it is recommended, but not required, that the Customer contact eShipping to process this Shipment. The Customer understands that over-dimension freight is subject to additional fees from the Carrier, and incorrect denotation of the over-

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dimension shipments will result in an increase in charges. The Customer will be responsible for all applicable fees from the carrier, including (but not limited to) any reweigh and reclass fees.