



Application of Rate/Rules – Effective January 1,2016

SCOPE OF SERVICE – As an asset based company, our obligation is to be a DOT Certified Carrier.

QUOTES – Rate quotes provided are based on information provided by requester. Additional services required or requested may increase the rate. Rate quotes provided are applicable for 10 working days from date quoted. To execute quote and protect rate, request for service must be made through Smart Logistics, LLC by calling 817-726-5789 or emailing operations@smartlogisticstx.com.

PICKUP and DELIVERY – Rates include pickup and/or delivery of commodities at points within the limits of towns, cities or villages of origin, or points of destination. Multi-stop requirements not applicable to pickup and delivery must be included in service request to ensure accurate quote.

SHIPPING ITEMS - The party (SHIPPER or CLIENT) who requests the Transportation Service has the responsibility to make sure that the items for transportation are well packaged and labelled for transportation with ordinary care.

CANCELLATION OF SERVICE – In the event a pickup request is cancelled after the truck is dispatched a charge of \$2.50 per mile will be applied with a minimum charge of \$200.00.

DETENTION – Following 2 hours' free time for loading and 2 hours for unloading a detention fee of \$60.00 per hour based on \$15.00 per 15 minute increments will apply. In the event the delay resulting in detention exceeds 12 hours, layover charges may apply and will be rated separately. The shipper/debtor will be contacted to authorize charges.

REFUSED, RECONSIGNED or REDELIVERY – When conditions exist whereby carrier has no control that make it impossible for delivery to be made at the originally consigned destination or when a shipment is refused by the consignee the customer will be contacted for instruction (s) on how to proceed. If the shipment is re-consigned the location in which it is re-consigned will be considered the destination and additional transportation costs will be assessed accordingly. A re-consignment administration fee of \$75.00 will apply in addition to all other applicable rates and charges.

DELAY – Liability from delay will not apply when caused by highway obstruction, impassable or faulty highways, bridges, roads or ferry closures or caused by mechanical breakdown of vehicle or equipment or from any cause other than the sole negligence of the carrier.

BILL OF LADING – The terms and conditions of the standard truckload bill of lading shall apply to all transportation provided and non-conforming shipments documents executed by drivers and shipping supervisors are evidence of receipt of goods only.

CARGO LIABILITY/CLAIMS – Unless otherwise agreed in writing all loads are subject to a maximum released value of \$100,000.00 per occurrence. We will assist in administration of a loss and/or damage claim if requested to do so. When providing administrative support of a claim, customer will need to provide necessary documentation to support the claim. Claimant will be specified as the customer as owner of the property against the motor carrier and/or their insurance provider.

INVOICE COLLECTION - Freight charges that are not paid within the 30-day credit period and for which SMART LOGISTICS acquires the use of an outside collection agency and/or attorney to effect collections will be subject to liquidated damages of twenty- five percent (25%) of the unpaid amount. Should this fee exceed the maximum allowed by state federal or local statute, such fee will be reduced to the maximum rate not otherwise prohibited.