

# Amstan Term and Conditions

## All shipments are subject to the following terms and conditions:

1. Amstan is operating as a licensed property broker under MC-622694-B and DOT #1695268.
2. Customer is to list the actual carrier's name on the bill of lading. If Amstan is shown on bill of lading as carrier, this is done for Customer's convenience and does not change Amstan's status as a licensed property broker. Customer is to show shipments as prepaid with billing to Amstan Logistics, 7570 Bales St, Liberty Township, OH 45069.
3. Amstan agrees to arrange for transportation of shipments for the Customer at the rates and conditions shown on attached addendum or agreed to via email or other written communication. Rates on additional shipments can be agreed to verbally and must be confirmed in writing via e-mail, fax or Amstan invoice. Such shipments will be subject to the conditions of this Agreement.
4. All shipments are quoted based on the services requested by Customer at time of rate request. Any charges that are not known at time of rate request will be paid by the payer of the freight charges.  
  
Truckload shipments - subject to the rules found in Amstan's list of rules  
Intermodal shipments – subject to rules and rates assessed by drayman or railroad handling the shipment  
LTL shipments – subject to rules tariff of carrier handling the shipment.
5. Customer certifies that unless otherwise provided none of the commodities offered for transport are classified as Hazardous Materials by the Code of Federal Regulations. If shipment is hazardous Customer agrees to provide Amstan 24 hours' notice before shipment is scheduled to depart shipping location in order for Amstan to locate carrier who can handle hazardous shipments
6. On international shipments, charges do not include any costs associated with freight forwarder or custom broker's fees, taxes, duties and drayage charges for moving the trailer across the border. All shipments to/from Mexico are not covered by cargo insurance while in Mexico and will not move under a through bill of lading. Customer further agrees that all shipments while in are moving under a release value of zero dollars (\$0.00).
7. Customer certifies that the maximum value of any shipment tendered to Amstan is as specified below. If value exceeds limits shown customer will advise Amstan at time of rate request.  
  
Truckload or intermodal shipment – maximum of \$100,000  
LTL shipment - \$5 per pound and/or \$25,000
8. It is understood and agreed that Broker is not a "carrier" and that Broker shall not be held liable for loss, damage or delay in the transportation of Shipper's cargo unless caused by Broker's negligent acts or omissions in the performance of this Agreement. Broker shall assist Shipper in the filing and/or processing of claims with Carrier. If payment of claim is made by Broker to Shipper, Shipper automatically assigns its rights and interest in the claim to Broker. In no event shall Broker or Broker's Carrier be liable to Shipper for special, incidental, or consequential damages that relate to loss, damage or delay to a shipment, unless Shipper has informed Broker in written or electronic form, prior to or when tendering a shipment or series of shipments to Broker, of the potential nature, type and approximate amount of such damages, and Broker specifically agrees in written or electronic form to accept responsibility for such damages.
9. Payment for services rendered shall be made by Customer within thirty (30) days of receipt of invoice. Payment shall be mailed to Amstan at the address shown on the invoice. All invoices not paid in accordance with paragraph 9 will be considered past due and subject to finance charges of one and one half percent (1.5%) per month. Past due balances requiring outside collection assistance will be subject to additional charges for expenses incurred in collection and/or litigation fees including attorney fees.
10. If Customer is not the lawful payer of the freight charge per the terms of the bill of lading, Customer agrees to pay Amstan (the applicable charges) if lawful payer of freight charges according to bill of lading terms fails to pay Amstan full amount within 60 days of date of shipment.
11. Amstan has not authorized any other company or agent to receive payment.

## Accepted by:

\_\_\_\_\_ (signature)

\_\_\_\_\_ (title)

\_\_\_\_\_ (print name)

\_\_\_\_\_ (company)

\_\_\_\_\_ (date)