



CONTRACT TERMS AND CONDITIONS
UPDATED 10/26/18

1. **DEFINITIONS:** On this NON-NEGOTIABLE straight bill of lading, “carrier”, “we”, “our” and “us” refer to Fore Transportation Inc. and its respective employees, agents, independent contractors and anyone performing any service with respect to the Goods. “You” and “your” refer to the consignor, shipper, consignee, merchant, person entitled to delivery of the Goods, receiver of the Goods, owner of the Goods and its/their employees, principals and agents. The word “Goods” shall include articles of every kind and description, including their packaging, containers or other shipping units or materials, tendered to us for transportation under this straight bill of lading and described or identified on the face of this straight bill of lading.

2. **AGREEMENT TO TERMS:** By giving us your shipment, you agree, regardless of whether you sign the front of this straight bill of lading for yourself and/or as agent for and on behalf of any other person having an interest in this shipment to all terms on this straight bill of lading and our Tariffs, Rules and Regulations which are expressly incorporated by reference and, are available to you upon written request to us. If there is a conflict between this straight bill of lading and our Tariffs, Rules and Regulations, this straight bill of lading shall govern.

3. **WARRANTIES:** (a) You warrant that the Goods are packaged adequately to protect them and to ensure safe transportation with ordinary care and handling and that each package is appropriately labeled and is in good order and condition (except as noted) for the carriage specified in this straight bill of lading and that the Goods are in compliance with all applicable governmental regulations. We shall have no liability for damage to or loss of uncrated, unprotected or improperly packaged Goods and, by tendering such Goods, you agree to hold harmless and indemnify us for any damage to or loss of such Goods. (b) You certify that the particulars on the face of this straight bill of lading are correct and that insofar as any part of the Goods contains hazardous cargo, such part is properly classified and described by name and is in proper condition for carriage according to the applicable hazardous cargo regulations. (c) You represent and warrant that each shall timely submit all documentation and information required for the transportation, import and export of the Goods. (d) You, jointly and severally, agree to indemnify us and to hold us harmless in respect of any injury or death of any person, or any loss or damage to the Goods, including cargo or any other property or to the motor carrier or any other mechanism of transportation, and for all fines, duties, payments or liabilities of any kind, or any other loss or expense, including, but not limited to, lost profits and attorneys’ fees, caused by breach of any of your representations or warranties, or incurred or levied upon us by reason of the Goods being or having been in our possession.

4. **LIMITATIONS:** We are not liable for any loss, damage, delay, misdelivery, non-delivery or other results caused by (a) the act, default or omission of Shipper, Consignee or any other party who claims interest in the Goods, including any breach of the warranties set forth in paragraph 3 above; (b) the nature of the Goods or any defect, characteristic or inherent vice thereof; (c) violation by you of any of these Terms and Conditions of this straight bill of lading; (d) acts of God, Public enemies, public authorities acting with actual or apparent authority, authority of law, quarantine, riots, strikes, labor disputes and commotions or hazards or dangers incident to a state of war; (e) compliance or non-compliance with delivery or special instructions; (f) a stop or hold of the transit at your request (g) highway obstruction, by faulty or impassable highway or by lack of capacity of any highway, bridge or ferry; (h) weather conditions or mechanical delay of motor carrier or other equipment or (i) assailing thieves or hijacking,. We shall not be liable in any event for any special, incidental or consequential damages including, but not limited to, loss of profits, income, utility, interest or loss of market, whether or not we had knowledge that such damage might be incurred.

5. **HIJACKING CLAUSE:** You agree to accept and assume the risk of loss for cargoes stolen by thieves, employees, or hijacking which is out of Fore Transportation Inc.’s control.

6. **RIGHT OF INSPECTION OF SHIPMENT:** We have the right, but not the obligation, to inspect any shipment,

including, without limitation, opening the shipment.

7. **SUBSTITUTION OF MODE OR EQUIPMENT:** You hereby authorize us to choose a carrier or other company to transport this shipment, and our obligation is limited to delivery of your shipment to any such company. Transportation of the shipment is subject to availability of equipment and the space therein. We shall have the right to (a) substitute alternative carriers or other means of transportation and (b) select the routing or deviate from that shown on the face hereof. We are not bound to transport said Goods by any particular schedule, train, vehicle or vessel, or in time for any particular market, or in any manner other than with reasonable dispatch. We shall have the right, in case of physical necessity; to forward said Goods by any carrier or route between the point of shipment and the point of destination.

8. **RELEASE VALUE/LIMITATIONS ON LIABILITY:** In consideration of the level or rates offered, you agree to a **WAIVER OF CARMACK AMENDMENT LIABILITY** as defined under 49 U.S.C. 14101 (b) and 49 U.S.C. 14706. You agree that the following limit of liability is reasonable under the circumstance surrounding the transportation and/or storage. You agree that we will only be liable for loss or damage resulting from our negligence or fault. You agree that in consideration of our rate for the transportation of any Goods, which rate is, in part, dependent upon the value of the Goods, that our liability for any loss, damage, expense or delay to the Goods shall be limited to \$.50 per pound multiplied by the weight of the Goods actually lost, damaged, or delayed or \$50 per shipment of Goods, whichever is greater, unless a higher value is declared on the face of this straight bill of lading and the applicable charges are paid. You also agree to pay the amount of our transportation charges applicable to that part of the Goods lost, damaged or delayed.

9. **ADDITIONAL CHARGE FOR DECLARED VALUE:** You agree that there will be an additional charge of U.S. \$.60 for each \$100 or fraction thereof for value declared in excess of applicable release value set for the in paragraph 8. **RELEASE VALUE/LIMITATIONS ON LIABILITY** above.

10. **TIME FOR CLAIM AND SUIT:** As a condition precedent to recovery, a claim must be filed in writing with Fore Transportation, Inc. within seven days after the date of delivery of the property or date that delivery of the property should have occurred, unless a compulsory law requires a longer period of time for filing a claim. All lawsuits related to this straight bill of lading shall be instituted against us no later than one year from the date of delivery or the date that delivery should have occurred. Where claims are not filed or lawsuits are not instituted in accordance with the foregoing provisions, we shall not be liable, and you agree that no claim will be paid by us.

11. **GENERAL LIEN AND RIGHT TO SELL YOUR GOODS:** (a) We shall have a general and continuing lien on any and all Goods coming into our actual or constructive possession or control for monies owed to us with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both. (b) We shall provide written notice to you of our intent to exercise such lien, the exact amount of monies due and owing, as well as any ongoing storage or other charges; you shall notify all parties having an interest in the shipment(s) of our rights and /or the exercise of such lien. (c) Unless, within thirty days of receiving notice of lien, you post cash or letter of credit at sight, or, if the amount due is in dispute, an acceptable bond equal to 110% of the value of the total amount we claim is due, in our favor, guaranteeing payment of the monies owed, plus all storage charge accrued or to be accrued, we shall have the right to sell such shipment(s) at public or private sale or auction and any net proceeds remaining in thereafter shall be refunded to you.

12. **GOODS NOT ACCEPTABLE FOR TRANSPORT:** Unless otherwise agreed to by us in writing for any shipment, we will not carry the following cargo: Accounts, bills, deeds, evidences of debt, notes, securities, currency, money, coins or stamps, jewelry, precious stones, fine arts, bullion, specie, or other precious metals, fur, garments trimmed with furs, weapons, ammunition, explosives, live animals and plants, Christmas trees, batteries, used household goods and personal effects, used machinery and used automobiles, used aircraft/used boats, temperature controlled commodities, cigarettes and tobacco products, hazardous materials, human remains, antiques, pharmaceuticals, lewd, obscene or pornographic materials, DOT restricted articles, including dangerous Goods and hazardous or combustible materials, any material prohibited from transport by any law, regulation, or statute of any country in which the shipment may be carried. If you tender any material not acceptable for transport without previous full written disclosure to the carrier of their nature, you shall be liable for and indemnify the carrier against all loss or damage caused by such Goods. Such Goods may be warehoused at your risk and expense or destroyed without compensation.

13. **DANGEROUS OR HAZARDOUS GOODS:** If you ship dangerous or hazardous goods, without previous full written disclosure to us of their nature and a written agreement to carry pursuant to paragraph 12 above, you shall be liable for and indemnify and hold us harmless against all loss or damage caused by such Goods, including costs of defense and attorney's fees. Such Goods may be warehoused at owner's risk and expense or destroyed without compensation.

14. **C.O.D. AMOUNTS:** We shall use reasonable care regarding written instructions relating to C.O.D. shipments. (C.O.D. means "Collect on Delivery"), bank drafts, cashier's and /or certified checks, letter(s) of credit and other similar

payment documents and/or instructions regarding collection of monies, but we shall not have liability if the bank or consignee refuses to pay for the shipment. We shall not be liable in any event for collecting cash.

15. **RIGHT OF REJECTION:** We reserve the right to reject a shipment (a) when such shipment would be likely to cause delay or damage to other shipments, equipment or personnel; (b) or the shipment is prohibited by law; (c) or the shipment would violate any terms on this straight bill of lading, Tariffs, Rules and regulations that are expressly incorporated by reference herein and have been established by us, which are available to you upon written request to us.

16. **LIABILITY FOR CHARGES, DEMURRAGE and INTERCHANGE:** You shall be liable, jointly and severally, (i) for all unpaid charges on the account of a shipment pursuant to this contract, including but not limited to, the cost of collection, court costs and attorney fees; and (ii) to pay or indemnify us for all claims, fines, penalties, damages, costs or other sums which may be incurred by us by reason of any violation of this contract or any other default or as a result of drayage performed by us, including but not limited to, damage to, theft of, demurrage on and detention charges to equipment interchanged by us for you.

17. **FINAL DISPOSITION:** (a) If you refuse any shipment tendered to you for delivery or if we are unable to deliver the shipment to you, because of your fault or mistake, our liability shall then become that of a warehouseman. Storage charges, based on our tariff, shall start the next business day. Storage may be, at our option, in any location that provides reasonable protection against loss or damage. We may place the shipment in public storage at the owner's expense and without liability to the carrier; (b) If we do not receive disposition instructions within 10 days of our attempted first notification we will dispose of your Goods pursuant to paragraph 10, **GENERAL LIEN AND RIGHT TO SELL YOUR GOODS**, above.

18. **PRE-PAID SHIPMENTS:** Customers that (a) choose to pay in advance of their shipments, (b) are required to pay in advance because **FORE TRANSPORTATION INC** has not had the opportunity to review their credit information for the establishment of open credit terms or (c) have not established credit privileges due to credit worthiness issues must submit their payment via overnight check or wire transfer. (Note: The amount quoted for a pre-paid delivery may not include all of the accessorial charges necessary for moving the load.)

Wire:
PNC Bank, N.A.
2 Tower Center Blvd, 23rd Floor
East Brunswick, NJ 08816
ABA: 031207607
Account: 8026394008

Overnight Address:
Fore Transportation Inc.
250 E 167th Street
Harvey IL 60426
(708) 362-5657

19. **CREDIT APPLICATION:** Any new customer must obtain Fore Transportation Inc.'s credit approval before Fore Transportation Inc. will arrange for transportation. The following information must be submitted to Fore Transportation Inc.'s Credit Department (a) A completed credit application signed by an owner or a corporate officer of the perspective customer. (b) "Bill To" information, including physical address, phone number and contact name of the customer plus any special requirements that the customer may have to approve payment. (c) Email address for sending invoices to for payment.

20. **REVOCAION OF CREDIT:** Fore Transportation Inc., reserves the right to revoke credit or to reduce a customer's credit limit due to a change in credit worthiness, pay history or similar considerations. Upon revocation of credit, all prior rate agreements, both written and verbal, will be null and void. Any shipments yet to be delivered under prior rate agreements will return to the current retail rates. All future shipments will be billed at the current retail rates. If credit is revoked and freight is held while customer establishes new credit terms, customer is responsible for all container storage and chassis storage fees. See accessorial charges tab on the Fore Transportation Inc.'s rate card for current retail rates and storage fees.

21. **PAYMENT TERMS/FINANCE CHARGE:** Unless otherwise agreed in writing and signed by authorized representatives of Fore Transportation Inc. and the customer and subject to Fore Transportation Inc.'s credit approval, payment will be due within 30 days of invoice date in US funds. If an invoice is not paid on or before the due date, such invoice will be subject to a late charge from the date payable until payment in full at 1% per 10 business days, or such lesser amount as may represent the maximum rate permitted by applicable law. If Fore Transportation Inc. is required to utilize the services of a collection agency or attorneys to collect any amounts due, the customer will be responsible for reasonable collection costs, attorney fees, court costs and other reasonable expense incurred in collecting amounts owed.

22. **OFFSET PROHIBITED:** A customer may not withhold payment as an offset because of a dispute or claim with Fore

Transportation Inc. including but not limited to claims for overcharge, duplicate payment or other invoice-related disputes or claims for loss, damage or delay of freight or equipment.

23. CREDIT HOLD: Fore Transportation Inc. will place an account on credit hold if satisfactory arrangements are not made on past due balances.

24. DISPUTE PROCEDURE FOR INVOICES: Customers must notify Fore Transportation Inc. in writing of any dispute regarding a Fore Transportation Inc.'s invoice, whether regarding line haul rates ,accessorial charges, fuel surcharge or other amounts, within thirty (30) days of the date of Fore Transportation Inc.'s invoice. If the customer fails to timely notify Fore Transportation Inc. of the dispute, Fore Transportation Inc.'s original invoice will be deemed to be final, and the customer will be deemed to have accepted such invoice in full and to have waived any and all claims or defenses to paying such invoice. Disputes must be accompanied by reasonably detailed supporting documentation to facilitate efficient resolution. Fore Transportation Inc. will work with its customers to resolve invoice disputes promptly. If Fore Transportation Inc. fails to respond to a documented invoice dispute within thirty (30) days of the customer's notice, the dispute will automatically be deemed to be resolved in favor of the customer. As a condition precedent to collecting such a claim, customers must initiate an arbitration or lawsuit for overcharges, duplicate payment, over collection or other invoice-related dispute within eighteen (18) months of delivery or tender of delivery of the shipments involved.

25. INVALID PROVISIONS: If any provision of this contract, and any other terms and conditions incorporated by reference, are determined to be invalid or unenforceable, the remainder of this contract shall not be affected thereby. Additionally, no agent, employee or representative of Fore Transportation Inc. has authority to alter, modify or waive any provisions of this contract without the express written consent of Fore Transportation Inc.'s President.

26. CONSTRUCTION OF TERMS AND VENUE: The foregoing terms and conditions shall be construed according to the laws of the United States of America, except when a convention, treaty or other law is compulsory applicable. Unless otherwise consented to in writing by us, no legal proceeding against us may be instituted by you or your assigns or subrogee, except in the United States District Courts in the Northern District of Illinois or State Court in Cook County, Illinois.