



# Conditions of Services Provided

1. C & E Logistics, LLC is a licensed for-hire carrier of cargo pursuant to the Federal Motor Carrier Safety Administration under USDOT 2839390 and holding operating authority under MC 950706
2. Governing Publications
  - a. Standard Truckload Bill of Lading following guidelines set forth by 49 C.F.R. §1035. Other shipping documents executed by driver shall be recognized as receipt of goods only. A sample of the STBOL can be found at [www.celogisticsusa.com/s/STBOL.pdf](http://www.celogisticsusa.com/s/STBOL.pdf)
  - b. National Motor Freight Classification Rules Apply
3. Insurance Information and Liability Limits
  - a. PI and PD (personal injury and physical damage)
    - i. \$1,000,000 per occurrence limit, BMC-91X on file.
    - ii. Insurer: National Indemnity, certificate of insurance available upon request.
  - b. Cargo Liability
    - i. Carmack, subject to lesser of \$2.00 per pound or \$100,000 per truckload.
    - ii. Insurer: National Indemnity, certificate of insurance available upon request.
    - iii. Carrier liability for cargo over \$100,000 by special request.
4. Claims Processing and Statute of Limitation – General principals of Federal commerce law apply. See *Elmore v. Stahl*, 377 U.S. 134; *OBOL* and 49 C.F.R. §370. Claims must be filed within 9 months.
5. Pick-ups, Deliveries and Appointments – Pick-ups and deliveries made between 7:00am and 5:00pm local time or by special arrangement. Appointments made at no additional charge. Carrier reserves the right to contact shipper and/or receiver to confirm or change appointment times as needed.
6. Payment of Freight Charges – Due 15 days from date of invoice without offset; PODs provided upon request. (49 CFR §370) A charge of 2% of any outstanding balance shall be charged at due date; 2% charge for each 30-day block thereafter with a minimum collection charge of \$100 after the 90<sup>th</sup> day past due up to and including all additional costs of collection.
7. Pallets – Shipper must provide pallets at time of loading. Carrier will not supply or exchange pallets due to the possibility of pest infestation or contamination of other products. Carrier reserves the right to reject pallets or shipments with indication of pests or contaminants.
8. Stop-off Service - \$50 per stop, excluding original pick-up and final delivery.
9. Third Party Billing – Provided for shipper's/beneficial owner's convenience with recourse.
10. Non-Back Solicitation of Intermediaries – As otherwise agreed.

11. Simplified Pricing – Unless otherwise indicated, all common carrier shipments are rated as Freight All Kinds for named customers and are subject to a maximum cargo liability of \$2.00 per pound or \$100,00 per truckload shipment, whichever is less.
12. Weight Limitations – 45,000 lbs. per truckload, or as otherwise agreed.
13. Alternative Rates Available – Rates for shipments with higher release values may be obtained from officer of Carrier by calling (616) 803-0172. Any such rates must be reflected by the insertion of higher release rate value and appropriate items on the Bill of Lading at time of pickup.
14. Inadvertence Clause – If a shipper declares a value exceeding \$2.00 per pound or \$100,000 per truckload shipment without insertion of the corresponding value and item on the BOL, shipment will not be accepted. If shipment is inadvertently accepted, it will be considered as being released to a value of \$2.00 per pound or \$100,000 per truckload, whichever is less and the shipment will move subject to such limitation of liability.
15. Remedies –
  - a. Possessory lien rights apply to violation of credit terms.
  - b. Carrier reserves right to salvage on any damage claims.