



SHIPPING TERMS & CONDITIONS

September 2017

CARGO INSURANCE - Your cargo is insured and covered for damage, with a limitation (released value) of \$3.50 a pound, approximately \$126.00 per case, or \$7,056 per pallet. If your product value exceeds this limitation, contact your dispatcher for additional insurance options. Please note, inadequate packaging can void all cargo coverage. The cargo insurance policy also includes allowing our driver the opportunity to inspect the product for damage before the product is loaded on the trailer.

PALLET OR CASE MINIMUM - There is a 1-pallet or a 56-case minimum per pick-up and delivery. Quantities less than the minimum will be invoiced at the minimum quantity. Customers may consolidate multiple orders to satisfy the minimum quantity if the orders pick-up and deliver at the same location. Advantage reserves the right to make changes to our rates at any time with or without notice. Advantage will make attempt to notify the customer in advance if a rate change is in the foreseeable future.

DRIVER HANDLING CHARGE and WAITING TIME - Our services are "dock-to-dock." The parties agree that at the pick-up location and delivery location loading and unloading the product from our trailer shall be under our driver's supervision. Our drivers are responsible for the method in which a trailer is loaded for safety purposes. Therefore, freight may be moved or restacked for this reason. On occasion, our drivers may be asked to assist in loading or un-loading freight. Our fee is 1.00 per case or \$56.00 per pallet, with a 28 case minimum or ½ pallet minimum. This charge will show on your invoice. Drivers are not allowed to accept payment directly. When our truck arrives at the designated pick-up location, there will be no charge for the first hour of waiting. When waiting time surpasses one hour, there may be a \$75.00 per hour charge.

WEIGHT AND SPACE LIMIT - The maximum weight limit per pallet is 2,200 pounds and the maximum space limit is four feet wide by four feet deep by four feet high. An additional charge may apply if the pallet is beyond this weight and space limit.

SHIPPER LOAD AND COUNT - In order to assure your product is accounted for and loaded correctly, our driver must have access to the product while it is being loaded. Our driver's responsibility is to count the pieces and make sure the actual count agrees to the quantities on the bill of lading. If the driver does not have access to the freight or is unable to personally count the freight, our drivers are instructed to write on the bill of lading "Shipper Load and Count". This means that neither the driver nor Advantage Transportation can verify the quantities that are loaded and cannot be responsible for any quantity discrepancies.

CREDIT POLICY - Payment for all freight bills are due 25 DAYS OF INVOICE DATE. Accounts, which are 26 days or older are delinquent and subject to review of credit privilege and possible termination of further services until the account balance is brought current. A service charge of one and One-half percent (1 ½%) per month shall be assessed if over 26 days old. Customer agrees that all freight or other charges billed by Advantage are due within 25 days from the invoice date. Any such charges not paid to Advantage within 25 days from the date of delivery shall accrue interest at the rate of 1.5% per month. Customer further agrees that Customer shall pay any and all collection expenses, including, but not limited to attorney's fees and court costs that may result from collection actions taken against Customer whether any such attorney fees or expenses are incurred with or without or before or after commencement of any lawsuit or incurred prior to or after entry of a judgment. All transactions and dealings between Advantage Transportation, Inc., and Customer shall be governed by the laws of the State of Utah and where applicable, federal law. Jurisdiction and venue for any and all actions or proceedings between Customer and Advantage Transportation, Inc., and/or any shipper, consignee, or other third-party involved in the movement of freight shall be proper in the courts in the State of Utah located in Salt Lake County and/or the U.S. District Court for the District of Utah. Customer also agrees to only bring any action against Advantage Transportation, Inc. exclusively in such Courts. Customer further waives and agrees not to assert any defense based upon jurisdiction, venue, and inconvenience of forum, lack of personal jurisdiction or similar doctrine for actions commenced by Advantage Transportation, Inc., in such courts. Customer hereby waives any right to a trial by jury. Customer further agrees not to back solicit or tender loads directly to the carriers that Advantage arranges to haul the freight of any Customer, nor to allow such carriers to haul freight directly for Customer. Customer acknowledges and agrees that Advantage is acting in all respects pertaining hereto as an interstate property broker as the term "broker" is defined in 49 U.S.C. § 13102(2) and 49 C.F.R. §371.2(a). Customer, thus, agrees that any and all claims for loss or damage to cargo or theft of cargo and any claims for delay in delivery of freight will be directed to and asserted directly against the carriers arranged by Advantage and that no such claims will be asserted against Advantage and that Advantage will not be liable for any such claims. Customer hereby authorizes Advantage or any of its agents to obtain credit information from the bank, trade, transportation and credit references listed above and credit reporting companies as Advantage or any of its agents deems necessary to determine Customer's payment history and to report credit information to others.