



## TRANSURE EXPRESS LLC TERMS & CONDITIONS

TranSure Express LLC (hereinafter "TranSure") is a duly licensed property broker engaged in the business of arranging for transportation by motor carriage on behalf of its customers. All arrangements and shipments made on behalf of TranSure's customers are subject to TranSure's Terms and Conditions in effect on the date of shipment.

**1. Customer's Warranties:** The Customer is responsible for and warrants their compliance with all applicable laws, rules, and regulations including but not limited to customs laws, import and export laws and governmental regulation of any country to, from, through or over which the shipment may be carried. The Customer agrees to furnish such information and complete and attach to the Bill of Lading such documents as are necessary to comply with such laws, rules and regulations. TranSure assumes no liability to the Customer or to any other person for any loss or expense due to the failure of the Customer to comply with this provision. Any individual or entity acting on behalf of the Customer in scheduling shipments hereunder warrants that it has the right to act on behalf of the Customer and the right to legally bind Customer.

**2. Payment:** All charges are payable in the currency (US\$ or CAD) as per the rate quotation and are due and payable fifteen (15) days from the date of receipt of the invoice(s). Any payment which is past due shall be subject to an additional charge at the rate of 1-1/2% per month of the average outstanding balance due, or the highest rate of interest permitted by applicable law, whichever is less. All funds received by TranSure will be applied to the oldest (based on pick-up date) invoiced amount that is outstanding. In the event TranSure retains an attorney or collection agency for the enforcement of these Terms and Conditions, Customer shall also be liable for all attorneys fees incurred, together with related costs and expenses.

All Customers are subject to credit approval. TranSure performs a credit check based on the information provided at the time of enrollment by the Customer. The amount of credit, if any, granted to the Customer is at the sole discretion of TranSure. When paying by credit card or electronic funds, the Customer agrees they will be responsible for all charges payable, including any adjustments, on account of such Customer's shipment. These charges and adjustments, if any, will be automatically debited to the Customer's credit card or bank account.

The Customer shall be liable, jointly and severally, for all charges relating to the Customer's shipment, including but not limited to transportation, fuel and other applicable accessorial charges, and all duties, customs assessments, governmental penalties and fines, taxes, and TranSure's attorney fees and legal costs allocable to charges payable on account of such Customer Shipment. Unless otherwise agreed, Brokers or other intermediaries arranging shipments for clients shall be liable, jointly and severally, for all charges relating to such Customer's shipment. TranSure reserves the right to amend or adjust the original quoted amount or re-invoice the Customer if the original quoted amount was based upon incorrect information provided by Customer at the time of the original quote or if additional services by the carrier were required or otherwise authorized by the Customer to perform the pick up, transportation and delivery functions therein. Customer is permitted thirty (30) business days from the date of the invoice to dispute any invoiced charges. If TranSure does not receive a dispute in writing within the allowable thirty (30) business days, the Customer will be liable for payment of the disputed amount.

**3. TranSure:** Customer understands and agrees that TranSure is a freight broker. As a freight broker, our function is to provide access to major motor carriers. In many respects our relationship is very similar to a travel agency; we help you find a carrier, but we are not the actual carrier. We never see nor handle your shipment handled by a carrier. A motor carrier is the company that provides the actual pickup, transportation and delivery of Customer's shipment.



**4. Motor carriers:** Customer understands and agrees that the freight company or companies that actually transported your shipment is exclusively responsible for the transportation and delivery of your shipment and is liable for any loss, or damage to a shipment. As a Transportation Property Broker, TranSure is not legally liable for loss or damage to a shipment.

**5. Cargo Liability Insurance and Cargo Insurance:** Motor carriers are no longer required by law to carry cargo liability insurance. However, TranSure only uses trucking companies who have a minimum of \$100,000 in cargo liability insurance for a truckload shipment. This coverage serves as a financial guarantee for the motor carrier's liability for loss and damage to cargo, but may hold exclusions or deductions that decrease or exclude coverage based on the product or the event causing the loss.

Also a motor carrier's governing tariff may establish a limit of liability lower than the amount of its liability insurance. Further, there are exceptions to a carrier's legal liability which include acts of God, acts of public enemy, acts of governmental authority, act of the shipper, and inherent nature of the goods, which would result in no liability upon the carrier if the carrier were found to be free from negligence.

Accordingly, as the shipper, you should consider purchasing a shipper's interest cargo insurance policy from an insurance company of your choice to make sure your interests are protected. Your current business insurance provider may offer this coverage.

**6. Assistance with Claims Filing and Recovery:** The Customer understands and agrees that it will look solely to the transporting motor carrier for compensation for any loss or damage to the Customer's cargo. Most motor carriers require payment of the freight charges before processing a claim for loss and damage to cargo. Upon request, TranSure may, from time to time, act as liaison and assist the Customer in the processing of a claim for loss and damage with the actual motor carrier. The occurrence of loss or damage or the filing of a claim does not relieve the responsible party for payment of freight charges nor does it relieve the Customer for payment under the terms of these TERMS and CONDITIONS.

**7. Limits of Liability:** In no event shall TranSure be liable for any loss, mis-delivery or non-delivery caused by the act, default or omission of the Customer, the Carrier, or any other party who claims interest in the shipment, or caused by the nature of the shipment or any defect thereof. In no event shall TranSure be liable for losses, mis-delivery or non-delivery caused by violation(s) by the Customer of any of the TERMS AND CONDITIONS contained in the Bill of Lading or of the carrier's General Rules Tariff including, but not limited to, improper or insufficient packing, securing, marking or addressing, or of failure to observe any of the rules relating to shipments not acceptable for transportation or shipments acceptable only under certain conditions. In no event shall TranSure be liable for losses, mis-delivery or non-delivery caused by the acts of God, perils of the air, public enemies, public authorities, acts or omissions of Customs or quarantine officials, war, riots, strikes, labor disputes, weather conditions or mechanical delay or failure of aircraft or other equipment. In no event shall TranSure be liable for the acts or omissions of any person other than employees of TranSure, including, but not limited to, the failure to comply with delivery or other instructions from the Customer.

TranSure shall only be liable for loss, damage, mis-delivery or non-delivery caused by TranSure's breach of its contractual obligations. Notwithstanding the aforesaid, even if TranSure's breach of its contractual obligations in its capacity as a freight broker is conclusively established, it is understood and agreed by the parties that under no circumstances shall TranSure have any liability for any loss or damage in excess of any charges received or due to TranSure with respect to the subject shipment.

**8. Forum Selection and Choice of Law:** Any claim, dispute or litigation relating to these Terms and Conditions, any shipment scheduled or tendered hereunder, or relating to any and all disputes between TranSure and the enrolled Customer, Shipper and/or Consignee and/or Brokers for any enrolled Customer, Shipper and/or Consignee, shall be filed in the District Court of Western District of New York or in any state court located in Erie County, New York and shall be subject to and governed exclusively by New York law and applicable federal law, and Customer agrees to the jurisdiction and venue of said courts for all purposes, including the taking of depositions .



**9. Attorneys' Fees:** Should any proceeding (including but not limited to arbitration) or litigation be commenced between the parties hereto concerning the terms of these TERMS and CONDITIONS or the rights and duties of the parties hereto, the prevailing party in such a proceeding or litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for the prevailing party's costs, expenses and attorneys' fees.

**10. Severability/Integration:** The inapplicability or unenforceability of any provision of these TERMS and CONDITIONS shall not limit or impair the operation or validity of any other provision of these TERMS and CONDITIONS. These TERMS and CONDITIONS and all the documents incorporated herein by reference constitutes and embodies the full and complete understanding and agreement between the parties hereto and supersedes all prior understandings, whether oral or written.

**11. Waiver:** Neither the failure nor delay on any part of any party to exercise any right, remedy power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence.