

HEAVY HAUL TERMS AND CONDITIONS

Final heavy haul pricing is based on the terms and conditions listed below. In the event any of these are not applicable and require any changes, please contact us for possible price revisions.

1. D/C Transport, Inc represents that it will make every reasonable effort to make delivery as requested. The estimated pickup or delivery time is not guaranteed. D/C Transport, Inc. shall not be responsible for delays or any costs due to mechanical breakdown, regulatory limitations, traffic detours, acts of God or any cause. D/C Transport, Inc. shall not be liable for liquidated or consequential damages for failure or alleged failure to deliver on a date certain or within any stated period of time.
2. Carrier's liability for loss of or damage to freight, including recovery of damaged freight, in Carrier's possession shall be subject to release value of \$2.50 per pound to a maximum of \$100,000 per load as provided in our tariff unless a greater amount is declared in writing by customer and accepted in writing by carrier, and Customer has paid the cost of excess valuation.
3. Access to Receiving Facility and Delivery Point: D/C Transport, Inc. will be responsible for all permits and clearance on public highways leading to the job site. Delivery shall be by trucks under their own power. All obstructions at point of origin and destination, such as overhead clearances, towing, pushing or other work required, to be provided by others.
4. At least thirty (30) days notice to be provided D/C Transport, Inc to secure hauling permits, approvals, and escorts on super-loads.
 - a. For Movement of loads requiring a bridge evaluation:
This process can take 4 to 12 weeks for completion. This evaluation may be charged on a per-bridge basis, which makes it impossible to provide a precise permit cost in advance. Upon issue of the permit, or denial of the application, the actual cost will be known and your pricing will be adjusted accordingly. This evaluation by the state will not commence without a written Purchase Order or Contract specifying D/C Transport, Inc. as the carrier awarded this transportation project. All permit application costs and bridge evaluation fees are invoiced to D/C Transport, Inc., and re-billed to you the customer at cost plus 15%. These costs are billed regardless of whether or not the permit application is actually approved.
5. In-Plant clearances with sufficient compaction will be the responsibility of the shipper and/or consignee. Inadvertent damage to the surrounding property at origin or destination due to the use or non-use of the transportation equipment is the risk of the shipper/consignee. Shipper/consignee shall indemnify and hold D/C Transport, Inc harmless for same, to the fullest extent of the terms of Defense, Indemnification, and Hold Harmless, below. Relocation or renovation of obstacles at origin or destination, including but not limited to curbing, railroad tracks, fencing, etc., will be at the expense of the shipper/consignee.
6. Pricing is based on contract awarded for transport of all cargo listed on your packing list/inquiry. Changes in size, weight, quantity may require price adjustment.
7. Pricing includes all City/County/State permits and civilian escorts required. Police escorts are not include unless specifically stated and will be charged at cost plus 10%.
8. Delivery of all permit loads is subject to equipment availability, route surveys and permit approval.
9. Payment for services rendered shall be due upon delivery of the load (COD) unless otherwise agreed by D/C Transport, Inc., in writing, in advance of delivery. If it is agreed by D/C Transport, Inc that credit terms be granted payment shall be due 15 days from invoice date. Interest charges of 1% per month will accrue on any unpaid balance through & including the date of payment. Nothing in this section shall be deemed a waiver of D/C Transport, Inc. to assert all liens allowed under local, state and federal authority. D/C Transport, Inc reserves the right to refuse to release the item(s) shipped unless and until satisfactory payment has been made by or on behalf of shipper/consignee per the terms of this agreement.
10. Neither hazardous material nor cargo containing hazardous material as defined by the US DOT will be accepted for shipment, unless identified in advance at time of quotation.
11. Unless specifically indicated under 'Clarifications', in the Scope of Work Document, costs for utility assistance such as Telephone, Cable, Power Company, and DOT/Municipal Signal Shops are not included. If required, these services will be invoiced as additional, at cost plus 15%.

Date _____
Initials _____

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12. It is the customer's responsibility to ensure the cargo is able to withstand the stresses of transport, including lashing and securement, or to advise D/C Transport, Inc in writing in advance, and include technical drawings, of any special requirements in lifting, handling, blocking, securing, or covering of cargo. D/C Transport, Inc will not be responsible for the structural or cosmetic condition of the cargo
13. Unless otherwise specified in our Scope of Work or Quote, loading and unloading of cargo will be the responsibility of others. Shipper and consignee will be responsible for safe assembly or disassembly of D/C Transport, Inc Company's hauling equipment both at origin and at destination points.
14. Unless otherwise specified, charges relating to dockage, wharfage and other terminal charges will be the responsibility of the shipper / consignee. D/C Transport, Inc. pricing does not provide for direct discharge ship-to-truck, or F.A.S. truck-to-ship, unless otherwise specified.
15. Tarping of load is not included in this proposal unless otherwise specified.
16. Shipping cradles, blocking, and cribbing of sufficient stability, and integrity will be the responsibility of others unless otherwise specified.
17. Activities related to this movement may begin upon receipt of the signed Quote and any & all initialed attachments, received from Shipper/Consignee or their authorized agent or other person or entity representing to D/C Transport, Inc that they have authority to act on behalf of or bind or speak for Shipper/Consignee.
18. Shipper / consignee shall hold D/C Transport, Inc. harmless for shipping delays due to weather, Act of God, or *force majeure*. D/C Transport, Inc shall be the sole determiner of whether delays are due to weather, Act(s) of God, or *force majeure*, and Shipper/Consignee understands and agrees that D/C Transport's determination as to whether such delays are excused is determinative, and that such is necessary because of the variety and sensitivity of goods which Shipper/Consignee choose to have transported, and each load is different and therefore may be more sensitive to certain types or severity of weather, Act(s) of God, *force majeure*, or other factors. The term "*force majeure*" shall have its broadest meaning as defined by law, and shall include, without limitation, weather, regulatory delays, war or insurrection or civil unrest or riot or terrorist act, whether domestic or foreign in origin.
19. Insurance providing coverage in Mexico is not included in this proposal. Such insurance, if any, shall be procured by Shipper/Consignee, and will not, in any circumstance, be procured by D/C Transport Inc. Company. In the event Shipper/Consignee elects to procure insurance providing coverage in Mexico, Shipper/Consignee agrees to designate D/C Transport, Inc as an additional insured on the policy.
20. These Terms and Conditions, together with the Quote, form the entire agreement of the parties. No representations of any kind which are not set forth within the Quote and Terms and Conditions shall be enforceable against D/C Transport, Inc., and Shipper/Consignee expressly agrees, warrants and represents that no representations of any kind, whether express or implied, save those included within the Quote and Terms and Conditions, have been made by or on behalf of D/C Transport, Inc or its owners, agents, employees, or assigns, and further, that Shipper/Consignee has not relied upon any express or implied representations made by or on behalf of D/C Transport, Inc or its owners, agents, employees, or assigns.
21. Shipper/Consignee understands and agrees that D/C Transport, Inc reserves the right to broker or subcontract loads as deemed necessary and appropriate within the sole discretion of D/C Transport, Inc. These Terms and Conditions shall apply with regard to any brokered or subcontracted load.
22. In the event one or more terms, conditions, clauses, rights, or responsibilities set forth herein are deemed unenforceable for any reason, remaining terms and conditions shall remain in full force and effect.
23. In the event D/C Transport, Inc employs legal counsel to enforce any rights under this contract, including but not limited to the collection of freight charges, cost and interest as herein provided, D/C Transport, Inc shall be entitled to payment of all actual attorney fees and collection costs incurred, whether or not legal action is instituted. For all suits, claims, causes of action or other legal proceedings arising out of goods provided or services performed by D/C Transport, Inc and which are in any way related to offers or quotes made or given by D/C Transport, Inc, this contract shall be interpreted under the laws of the state of Illinois. Venue for all suits, claims, causes of action or other legal proceedings shall be Cook County, Illinois. Shipper/Consignee specifically agrees and accepts this choice of law and venue, and waives all right and claim to any other choice of law or venue.

Date _____
 Initials _____

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Export & Domestic Packing, Inc.



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