



ECU Trucking' Terms and Conditions of Services

1. Applicability.

- a) The terms and conditions established herein apply to all Services provided by ECU Trucking, its related companies, agents and/or representatives. All Services provided by ECU Trucking to the Customer will be subject to the General Terms and Conditions set forth herein.

2. Company as Agent.

- a) ECU Trucking acts as the "agent" of the Customer for the purpose of rendering the Services provided for within this agreement. Company does not act as a carrier or agent of a carrier.

3. Company's Responsibility.

- a) Reasonable Care in the Selection of Third Parties and/or Routes. Unless services are performed by persons or firms engaged pursuant to express written instructions from the Customer, Company shall use reasonable care in its selection of third parties, or in selecting the means, route and procedure to be followed in the handling, transportation, clearance and delivery of the shipment; advice by the Company that a particular person or firm has been selected to render services with respect to the goods, shall not be construed to mean that the Company warrants or represents that such person or firm will render such services nor does Company assume responsibility or liability for any actions(s) and/or inaction(s) of such third parties and/or its agents, and shall not be liable for any delay or loss of any kind, which occurs while a shipment is in the custody or control of a third party or the agent of a third party; all claims in connection with the Act of a third party shall be brought solely against such party and/or its agents; in connection with any such claim, the Company shall reasonably cooperate with the Customer, which shall be liable for any charges or costs incurred by the Company.

4. General Conditions.

- a) ECU Trucking is a transportation management company in North America. We act as intermediaries in all our services, we are not a carrier, and we do not represent the carrier.
- b) Therefore, ECU Trucking will take no responsibility for damage, loss or delay caused by the carrier or logistic operator, selected and contracted by agreement between the client and the service beneficiary. ECU Trucking responsibility is limited to rate negotiation functions, logistic coordination, follow up and representing the client against the carrier or any other logistic operators in case of claims for damage, loss or delays.
- c) The offered rates apply if the cargo is well packed and palletized and in proper and optimal stow and conditions for the requested service, otherwise the carrier is free to reject the cargo at the time of pick up. Carrier will not assume responsibility for damage o loss of freight when the freight is not properly packaged. Carrier will reject any claim for damages of any kind of freight if it is not properly packaged.
- d) Freight must be easily loaded and unloaded to the trailer with the use of a forklift, lift gate or similar equipment, if the carrier refuses to pick up the freight because it is not properly packaged, miss trip and some extra charges may apply; the client will assume full responsibility of these charges (By client we mean, the company that hires ECU Trucking) and they will be send immediately to the client once the carrier inform its existence.
- e) For the LTL, and volume cargo, Quotes will be valid as long as the pieces are stackable, unless specified on the quote.
- f) Rates may change if the characteristics of the Freight vary from those stated on the initial quote sent by ECU Trucking, or obtained by the client online (Weight, dimensions, product description, handling, etc).
- g) If the client fails to provide the individual weight for each piece, and provides only the total weight of the freight, the individual freight will be calculated by dividing the total weight between the total number of pieces. This,



- in order to provide an initial rate, if the client or the shipper later notify a different weight per pieces, even if the total weight remains the same, the rate may vary.
- h) If the cargo is not ready at the time of pick up and extra fee can be charge called “Miss Trip”. This will be additional to the initial fee.
 - i) Shipments must be made available to carrier by 5 p.m. local time on the day of pickup, with 2 hours or more advance notice depending on the shipper’s proximity to the carrier’s service center. If shipment is made available after 5 p.m. local time and is accepted by the carrier, one additional day of transit will be added to the otherwise published transit time.
 - j) If the shipper ships loose boxes that requires palletizing, driver may reject the freight without further notice. LTL carriers recommend to palletized loose boxes to prevent future damages or shortages.
 - k) When driver need to have documents on hand for pick up, the documentation must be sent to ECU Trucking before 4:00 PM to schedule the pickup the next business day. If the carrier selected is NEMF or SEFL documentation must be sent to ECU Trucking before 1:00 PM. Trucker in charge might not carry the cargo documentation since this is not a formal procedure established by the carrier at the time of the pick-up. We recommend you send a copy of the documentation to the shipper. Carriers internal policies state that the driver’s waiting time at the moment of the pick-up should not exceed 20 minutes. In case the pick-up location is busy, ECU Trucking will assist you rescheduling your pick-up. ECU Trucking is not responsible for storage fees charged in case of delays presented during the pickup process.
 - l) For pick-ups or deliveries where the driver is required to present a copy of his personal ID, it will be at discretion of the driver to present this document. If pickup or delivery is not completed because of this request, any additional charges for missed trip or redelivery incurred and added by the carrier will be applicable assessed to the customer.
 - m) If the bill of lading issued by the shipper is a non-authorized form or when the bill of lading does not indicate which party is responsible for payment of the freight charges, the freight charges will be billed prepaid or collect and freight charges will be assessed against the party identified as the shipper or consignee on the bill of lading. Any time ECU Trucking must issue a freight bill correction, due to no fault of the carrier, to correct any invoice, freight bill or delivery receipt which was billed correctly by carrier in accordance with the original bill of lading, the following provisions will apply:
 - 1) Prior to delivery, a request to add or change a Third Party on a freight bill will be permitted upon written instructions from the customer. An additional BOL correction fee will be applied to change a freight bill or issue a freight bill correction prior to delivery for payment terms, name or address or payer or otherwise.
 - 2) After a shipment has been delivered, but prior to receipt of payment, a change in payment terms or payer will not be permitted unless written authorization is provided to ECU Trucking by the customer assuming responsibility for payment. An additional BOL correction fee will be applied to change a freight bill or issue a freight bill correction after delivery for payment terms, name or address of payer, or otherwise. ECU Trucking BOL includes relevant information that determines the validity of our pricing and the rates that you obtain as a benefit for shipping with ECU Trucking. In this case, since the document used was different than the one we sent, the rates and discounts offered could not apply.
 - n) Special services such as “time critical”, are valid ranging from half an hour to 2:00 PM local time. The volume rates are valid for 7 days.
 - o) Special services require like liftgate, pup truck for residential pick up or delivery will be subjected to availability.
 - p) LTL drivers are not allowed to carry checks or cash for pick up or delivery purposes.



- q) LTL companies do not offer pallet exchange services.
- r) DOCK PICKUP/DIVERSION TO ANOTHER CARRIER: When ECU Trucking receives instructions to divert a shipment at any point from Carrier to another carrier the following provisions apply:
 - 1) Carrier will make a diligent effort to execute the diversion but will not be responsible if such service is not affected.
 - 2) Dock pickup/Diversion charges will be applied and will require previous written confirmation and approval from the customer. Additionally, if the request results in unloading and reloading the vehicle upon which the shipment was loaded when the request for diversion was received, additional back-stripping charges will be applied.
- s) The Rate does not include any special services, unless specify.
- t) When a single shipment includes in-bond and domestic goods, an itemized and detailed breakdown indicating which pieces are moving in-bond and which ones are domestic must be provided by the customer prior pickup along with all the proper in-bond documents. If the customer fails to do so, additional Bond Amendment fees may apply.
- u) When a shipment originates in or is destined to Hawaii, Alaska, Puerto Rico, Guam, or the US Virgin Islands the transit time only apply for the portion of the movement between Carrier's facility in the contiguous 48 United States. customer must add the portion where the freight will move ocean, this information must be check at the time of the quote with the pricing department team.
- v) Freezable protection is designed to protect shipments that freeze at 32 degrees Fahrenheit, 0 degrees Celsius and below, Service consists of specific loading and transit processes used to better protect shipments vulnerable to freezing during the winter months. Approved products include chemicals and allied products, canned, box and bottled food and beverages (including alcohol), cosmetics, pharmaceuticals and agricultural products such as root stock, flower, bulbs and seeds. Normal transit times apply, but shipments might be held in transit to protect against extended exposure to freezing temperatures because of road closures, weekends, holidays or other delays. Freezable Protective Service shall be offered November 1st through April 30th. Dates may be adjusted if weather conditions dictate. Carrier reserves the right to suspend Freezable Protection Service if the temperature is 10 degrees Fahrenheit or lower or if there is a prolonged period of extreme cold weather. A special coordination fee will be assessed on each blind shipment. Additional accessorials, such as re-labeling, will be assessed to the customer. Blind shipment pickups will be schedule for the next business day.
- w) For Courier Service, the initial rate is valid if the shipper has daily pick up with UPS courier, the cargo needs to be packaged in a cardboard box with dimensions no greater than 30x30x30 inches and cannot contain hazardous materials. In case the shipper does not have daily pick-up service, please note that an additional cost of \$15 will be applied.
- x) When an inside pick up is required from or to locations beyond the immediate adjacent loading or unloading locations available for the carrier's vehicle. The service will be provided to floors above or below the vehicle access levels only when the elevator or escalators are available with provided labor, when it is necessary to operate. It will be considered that the load is immediately adjacent to a suitable space for a vehicle to be placed for loading or unloading if it is separated only by a public sidewalk that can intervene. In addition, the equipment availability must be verified.
- y) When the carrier is delayed by shipper or consignee for loading or unloading on or near the premises of shipper or consignee, detention charges shall begin upon expiration of the applicable free time allowed and will end when the vehicle(s) are loaded or unloaded and is available for movement. When the loading or unloading is delayed beyond the free time established by each carrier, an additional charge will apply for each 15 minutes



- or traction thereof. Free time for loading or unloading shall be determined directly by the carrier. Computation of free time shall begin upon the arrival of the vehicle for loading or unloading. Time shall end upon completion of loading or unloading and receipt by the driver of a signed bill of lading or receipt for delivery. Unless the shipper or consignee stamps or marks the delivery receipt with time of arrival and departure, Carrier's records shall be used to determine whether free time has expired and any Detention additional charges.
- z) Pickups are subject to carrier availability and route conditions; ECU Trucking is not responsible for storage fees charged in case of delays presented during the pickup process. If pick up needs to be rescheduled customer must ensure cargo is fully released before driver arrives.
 - aa) Freight must be easily loaded and unloaded to the trailer with the use of a forklift, lift gate or similar equipment, if the carrier refuses to pick up the freight because it is not properly packaged or shipper does not release the cargo for any reason miss trip and some extra charges may apply; the client will assume full responsibility of these charges (By client we mean, the company that hires ECU Trucking) and they will be send immediately to the client once the carrier inform its existence. If the cargo is not ready at the time of pick up and extra fee can be charge called "Miss Trip", the client will assume full responsibility of these charges and will be additional to the initial fee. For legal dispositions, carriers have up to 6 months to send corrections on their bills.
 - bb) When customer completed a booking dispatched online is his responsibility to send BOL and Labels to the shipper.
 - cc) The rate applies to general cargo unless it is specified as dangerous cargo. ECU Trucking does not handle mercury, explosive, and radioactive material. In case the product to be transported is carbon black or weapons we recommend confirming the fee directly with the pricing department.
 - dd) ECU Trucking uses density-based freight classes to bring rates from LTL carriers. This means the dimensions and weight of the freight are the factors that determine the freight class and thus the pricing. ECU Trucking determines density-based freight class using the pounds per cubic feet (PCF) equation. Once the PCF is determined the corresponding density-based freight class will be applied to determine all offered and applicable rates.
 - ee) The rate sent is only valid if the shipper and consignee can load/unload the cargo in/out of and enclosed truck. Unless any special service is specified on the quote.
 - ff) The rate sent is valid for freight going from business to business (with dock). ECU Trucking does not verify addresses prior to getting a quote, it is the customer's responsibility to advise ECU Trucking if there is any special requirement or characteristics of the origin or destination locations that must be considered in order to send a correct rate.
 - gg) Transit time are estimated, not guaranteed, when requiring a guaranteed delivery or a delivery appointment, the client must specify those special needs before getting the rate, otherwise the given rate will not apply. Also, the client must specify exactly the guaranteed service they require (Guaranteed extra charges will be removed if the delivery deadline is not met, thus the client will have to pay for the standard service).
 - hh) Delays due to weather, natural disasters or any other external inevitable situation are the exception to the previous note.
 - ii) Density must be greater than 6 Lbs/Cft.
 - jj) These rates do not apply for hazmat cargo, unless specified on the quote.
 - kk) Rates do not include any additional coverage besides the Carriers responsibility. In case of damage, loss, or delay of the freight, ECU Trucking is responsible to assist the client on the process of filing a claim and following up, however ECU Trucking is not responsible for the damage, loss or delay caused by the carrier during the



given service. All charges must be paid before processing a claim. It is important to consider that the carrier's liability for used goods, personal effects and household goods is \$0.10/lb.

- ll) Any shipment in which the freight charges are to be paid by a third party are subject to additional accessorial charges for any additional services rendered which are required to complete the pickup or delivery of the shipment. The third-party payor of the freight charges will be responsible for these additional accessorial charges. In addition, prior approval nor a letter of authorization will not be required to assess these additional charges for services rendered or executed.
- mm) LTL Quotes are valid for 30 days, unless otherwise specified.
- nn) Spot/Volume Quotes are valid for 7 days and it's liability in case of damage or loss is limited to \$0.50/lb, unless otherwise specified.
- oo) For LTL shipment, carrier will wait for 15 minutes in order to pick up or deliver Freight, if they have to wait longer, detention or waiting time charges may apply (Thus vary depending on the carrier).
- pp) When hiring a service with ECU Trucking, the client is responsible for the total payment of the required service on the established terms, if not; extra charges for interests and legal matters may apply.
- qq) Once the Freight is delivered, the client has a maximum of 9 month to file a claim against the carrier, Cargo should not be exported, in order for the Carrier to make the necessary inspections, claims can be denied if freight is exported before the carrier gets to inspect the cargo.
- rr) In case the Shipper uses a BOL different from the one sent by ECU Trucking `s operations department, the company will automatically be exonerated from any responsibilities and neither the tariff nor the discount will apply.
- ss) If the shipper uses a different BOL from the one sent by ECU Trucking an extra fee will be charge for the change in documents, also Reconsignment and other additional charges may apply, depending on the information contained on the BOL the shipper decided to use.
- tt) In case shipper does not use ECU Trucking Bill of Lading disregarding the instructions Dispatch team or customer sent, a \$40.00 additional fee will apply to make the proper billing corrections. In case the document received from the shipper, includes an incorrect delivery address that doesn't match the initial instruction, additional reconsignment fees will apply. The client must pay any additional charges caused during the process. ECU Trucking BOL includes relevant information that determines the validity of our pricing and the rates that customers obtain as a benefit for shipping with ECU Trucking. In case shipper use a different document, the rates and discounts offered could not apply. In case of doing an incorrect use of ECU Trucking `s third party information in other documents different that the one generated on ECU Trucking TMS, the client must pay inland charges and any other charges caused during the process.
- uu) ECU Trucking and LTL carriers are responsible exclusively for the domestic service, whatever happens to the freight after delivery, is consignee's responsibility. bb) It's consignee's responsibility to verify goods and claim the short delivery/ damaged delivery after exporting the shipment. It's consignee responsibility to verify and compare what was received vs. what is to be exported. If the delivery for one or more pieces is completed incorrectly, it will the carrier's responsibility to recover the misdelivered goods from the facility where they were delivered. If the consignee exports and incorrect shipment or piece by mistake, the carrier will not liable for any return, customs or/and any involved charges.
- vv) It's consignee's responsibility to verify goods and claim the short delivery/ damaged delivery after exporting the shipment.



- ww) For any language in the parties' agreement that gives Carrier any discretion, judgment, or other right, Carrier's exercise of such discretion, judgment, or other right is not limited in any way whatsoever – even if the specific language does not so specify. Carrier has the sole and unilateral authority to choose how to exercise its discretion, judgment, or any other right and may do so for any reason it chooses, without limitation. Carrier is not bound by any previous exercise of its discretion, judgment or any other right. Nor does any previous exercise institute a determination or admission by Carrier about how such discretion, judgment, or right should be or should have been exercised.
- xx) For Courier Service, the initial Rate is valid as long as the shipper has daily pick up with UPS courier, the cargo needs to be packaged in a carton box and cannot contain hazardous materials.
- yy) When requiring the driver to bring documents to the pick-up place, the request must be done 24 hours prior to the pick-up time, also since not all of the carriers offer this service, the initial rate may not apply, and in order to complete the pick-up, another carrier and rate must be selected.
- zz) Rate quotes are subject to equipment availability, sending a rate does not guarantee that ECU Trucking will get equipment availability by a given date. ff) When requiring an inside pick up below the first floor, the facility must count with an elevator, furthermore, equipment availability must be checked.
- aaa) Expedited or Time Critical rates are valid for 30 minutes.
- bbb) When special requirements such as Twic Card, or TSA certification by the carrier are required, the rate must vary from the initial rate, if it was not notify initially. Furthermore, the rate is subject to equipment availability.
- ccc) In those cases where ECU Trucking seeks to collect charges in addition to those billed and collected, which are contested by the payor, ECU Trucking may issue any bill for charges in addition to those originally billed within 180 days of the receipt of the original bill in order to have the right to collect such charges.
- ddd) PRDL Extra Charge: This extra charge applies for shipments being picked up or delivered at waterborne traffic, Carrier loading or unloading of waterborne shipments at port terminal, docks, piers, wharves, steamship terminals, or container freight stations. Rates and charges do not include tollage or wharf usage. For non-volume cargo the charge will be \$128, for volume cargo charges will be between \$128 and \$1065 according to the CWT (\$10.50/CWT).
- eee) INSPECTION DISPUTES: A CBOL and/or LOA will not be accepted to change the weight, commodity, cubic feet or density after freight has delivered or/and has been inspected, unless proof of weight, commodity or density can be established and accepted by Carrier as satisfactory proof. "Proof" is described as an invoice or packing slip along with a pre-printed spec sheet or catalog page, which lists the commodity description, weight and shipping dimensions. If an invoice and packing slip are not available, then a copy of the spec sheet or catalog page information identifying the freight must correspond to an order/product number, which can also be found on the original bill of lading. A new bill of lading covering the same shipment or another copy of the original bill of lading with typed or handwritten description, weight, density or class changes as well a copy of the consignee's warehouse receipt by its own will NOT be accepted as proof.
- fff) For all commodities defined as carbon black the request for pickup must identify that the shipment contains carbon black. To prevent damage to other shipments in the proximity of carbon black, customer will be responsible for the trailer cleaning fee in addition to all other applicable rates and charges. In the event that a shipment of carbon black is inadvertently picked up without utilizing a sealed trailer, carrier reserves the right to move this to a sealed trailer in route and assess the applicable Sealed Trailer rates. rates must be confirmed by the Pricing Department team. Accept shipments of carbon black commodities NMFC Items 23900, 23940, 23975, 23980, 40560, 40590, 40600, 40650, 40660, and/or 89820-2).



- ggg) Shipments of all commodities including exhibition material and paraphernalia, exhibition booths or stalls, in addition to all other charges, will be subject to a pickup and delivery fee. Applies when picked up from or delivered to a trade show location. Also applies at a warehouse where trade show shipments are held either prior to or following a trade show. rates must be confirmed by the Pricing Department team.
- hhh) Pickups or deliveries provided at one of the following types of locations are "Limited Access" extra charges will apply and you must check the limited access accessorial.
- 1) Airports or locations on airport property
 - 2) Casinos
 - 3) Camps, Carnivals, Fairs
 - 4) Chautauquas, Churches, Mosques, Synagogues, Temples, Convents
 - 5) Schools
 - 6) Colleges and Universities
 - 7) Medical/Urgent care sites
 - 8) Prisons / other correctional facilities
 - 9) Construction Sites
 - 10) Individual / Mini Storage Units
 - 11) Mine Sites or Quarries
 - 12) Golf Courses, Country Clubs
 - 13) Nuclear Power Plants
 - 14) Military Bases/Installations
 - 15) Parks, Farms, Ranches
 - 16) Court houses
 - 17) Day cares
 - 18) Hotels, Motels, Resorts
 - 19) Restaurants, Bars, Night Clubs
 - 20) Cemeteries
 - 21) Outdoor flea markets
 - 22) Retirement/Nursing Homes
- iii) The following list of Commodities or materials, are classified as Forbidden Goods for Ground transportation for ECU Trucking, none of our carriers will agree to move them, with a few exceptions noted Below:
- 1) Aircraft disk brakes – carbon
 - 2) Alcoholic Beverages (the rate must be confirmed with the pricing department, since not all truck companies offer this service; in addition, extra charges may be applied).
 - 3) Articles of extraordinary value
 - 4) Articles of antiquity
 - 5) Bank bills
 - 6) Biological products
 - 7) Business records-current or archived
 - 8) Carbon black
 - 9) Coins
 - 10) Cigarettes (Only one carrier, must ask for permission to move it)
 - 11) Corpses
 - 12) Cream, fresh
 - 13) Cultures of Etiologic agents
 - 14) Currency
 - 15) Deeds
 - 16) Diagnostic specimens



- 17) Drafts
- 18) Envelopes or wrappers, government stamped, in shipments weighing 30,000 pounds or more.
- 19) Etiologic agents / Infectious Substances (Division 6.2)
- 20) Explosives, Domestic – (Class 1.1, 1.2, 1.3)
- 21) Explosives, Mexico – (All Classes & divisions)
- 22) Flammable Solids (Mexico only):
- 23) Div 4.2 – Spontaneously Combustible
- 24) Div 4.3 – Dangerous When Wet
- 25) Fruits, fresh 26. Garbage
- 26) Hazardous waste
- 27) Meat, fresh
- 28) Milk, fresh
- 29) Jewelry, other than costume or novelty
- 30) Letters, with or without stamps, unless Consignor/Consignee is United States Postal Service
- 31) Liquids, in bulk, requiring special tank truck equipment
- 32) Live animals
- 33) Medical waste
- 34) Moving picture films or other films
- 35) Museum exhibits
- 36) Nitrocellulose (Except UN3270)
- 37) Notes
- 38) Original works of art including, but not limited to, sculptures, statuary, carvings, stained/blown glass, jewelry, pictures, or painting
- 39) Poisonous Substances:
- 40) Poison/Toxic Inhalation Hazard Zone A
- 41) Poison/Toxic Inhalation Hazard Zone B (in bulk packages)
- 42) Poison/Toxic Inhalation Hazard Zone B, C, or D (Mexico only)
- 43) Postage stamps
- 44) Poultry, live
- 45) Precious stones
- 46) Radioactive materials (all Class 7)
- 47) Revenue or tax stamps
- 48) Taxidermy unless released to a value not exceeding \$5.00 per pound, per package, or article
- 49) Valuable papers of any kind
- 50) Vegetables, fresh
- 51) Freight requiring refrigeration or protection from heat, except as provided in Item 810, excluding shipments protected by the Consignor
- 52) Universal Waste
- 53) White Silica (Only one carrier, must ask for permission to move it)

5. LTL shipments being picked up or delivered in Mexico.

- a) LTL General Conditions apply.
- b) All the rates unless otherwise specified only covers transport; any custom clearance services and border cross must be done by a broker hired by the client.
- c) All the rates unless otherwise specified only covers transport, crossing border fee will be quote separately and rate can variate depending on the selected border.
- d) Once the transfer is reserved, the unit has 24 hours to cross the border, otherwise the extra charges can apply.



- e) This rate only covers transport; any custom clearance services and border cross have to be done by a broker hired by the client.
- f) The rate includes transport on Mexican side and the transport on the American side. Zip Codes have to be check in order to be sure of the lines quoted.
- g) Customs Broker must complete the "pedimentos" and pre-file documents, ECU Trucking cannot give any instructions to brokers. h) If cargo required to move bonded through the United States Customs Broker must fill 7512.
- h) Once cargo arrives to the border, carrier in Mexico can hold it at its terminal for 3-day storage free. After this time storage fees will apply. Fees will depend on the selected carrier.
- i) For Mexico side pick-ups, instructions and documentation must be sent to ECU Trucking before noon to pick up the same day, otherwise pick up will be schedule for the next business day, since the carrier will need to check the availability based on the pickup location.
- j) If needed pickup and delivery appointment can be schedule. Extra fees will apply depending on the selected carrier.
- k) For drop off customer must give prior notice to ECU Trucking and deliver the cargo at the terminal with ECU Trucking 's BOL.
- l) For docks pickups at Mexico terminals a LOA must be sent to the terminal specifying the unit details and the name of the trucking company or driver that will pick up the cargo.
- m) Once the Freight is delivered, customer has a maximum of 7 days to notify any intention to file a claim against the carrier for Shortage or Damage. Cargo should not be exported, for the Carrier to make the necessary inspections if needed, claims can be denied if freight is not available when a physical inspection of the goods is required to continue the process.
- n) Once the Freight is delivered, the client has a maximum of 180 days dispute any extra charge.
- o) Pickups or deliveries in rural zones are Limited Access extra charges will apply.
- p) Mexican carriers can decline the pickup depending on the commodity and the shipper for security reasons

6. LTL shipments being picked up or delivered in Canada.

- a) LTL General Conditions apply.
- b) Delivery of IT freight prior to cancellation of IT is a violation of Customs Regulations. Bonds moving on an IT, will be held at the carrier's facility until the customer provides us a CF 3461, CF 7512 for I.E. or TE for another port to closing the carrier's bond. Only when the shipment travels on a T&E, the carrier can deliver to a bonded facility. CFS Regulations apply to containers only, not LTL Freight. IBEC Bonds are for In Bond Export Cargo, IT freight is not Export cargo.
- c) Rates include the following charges: Inbond Charge, Inbond Preparation and Canadian processing Charges.
- d) The destination warehouse must be bonded, in order to move the freight, otherwise, Reconsignment charges will apply, and the initial rate does not apply, and cargo will not be delivered at the not bonded facility.
- e) Consider that if the export is going to be done through Port Everglades, the 7512 will show that "the freight is being exported through Miami's port", and you should do the respective change when closing the IT. Note that YRC has a restriction to deliver in Port Everglades, since this is not a Miami's terminal area.



- f) For any documentation needed prior delivery customer has 24 hours from the original notification to provide such documents (New Entry, Shipping Documents, etc), otherwise cargo will not be delivered, and additional storage charges will apply.
- g) Once the cargo arrives to the destination terminal and if any document required for delivery is not provided by the customer, and after the legal storage time has been exceeded, it will be at the carrier discretion to contact Customs. Once contacted they may confiscate the freight and ECU Trucking will no longer hold any responsibility on the freight and will not have any dispute with customs.
- h) For inbond shipments where the carrier is responsible of issuing the bond, Bond Amendment fees will apply if the customer fails to provide the correct shipment details and/or any information that requires a Bond correction.
- i) An export declaration (B13) must be completed and submitted by the shipper, prior to pick up, for commercial goods that are valued at \$2,000. The shipper must provide the document and must be included with the commercial invoice, packing list and BOL.
- j) Carrier may cancel, suspend or modify the guaranteed service in transit for p/u or deliveries that it needs to cross a border without prior notice (between Canada, USA and Mexico) due government regulations, special permits or security measures required.
- k) Once the cargo arrives to its destination in USA it has 15 days to be exported, otherwise warehouse and custom extra charges may apply, also Carrier will call G.O and they will confiscate the freight and ECU Trucking will no longer hold any responsibility on the freight and will not have any dispute with customs.
- l) If the shipment is traveling under an IT (Bonded document) the client's broker has 2 free days to close the bond and create a new entry, otherwise cargo will not be delivered, and extra charges will apply.
- m) In case the Shipper uses a BOL different from the one sent by ECU Trucking's operations department, the company will automatically be exonerated from any responsibilities and neither the tariff nor the discount will apply.
- n) If the shipper uses a different BOL from the one sent by ECU Trucking an extra fee will be charge for the change in documents.
- o) In case of doing an incorrect use of ECU Trucking's BOL resulting on a "Reconsignment", the client must pay any additional charges.

7. Batch Quoting

- a) Rate applies as long as the cargo is palletized, well packed and protected
- b) Rates are valid for 30 days
- c) Weight per piece shall not exceed 3,500 lbs.
- d) Max weight per load: 20,000 lbs.
- e) Not valid for more than 750 cft (carrier will use 96" for height when calculating dimensions if product cannot be stacked)
- f) The shipment can't take more than 20' linear feet of the truck.
- g) Max dimensions per piece: Length: 20 ft. (240") / Width: (92") / Height (96").
- h) Batch Quotes are based merely on the weight and class of the Freight, if these characteristics change, rates may vary.



- i) If the dimensions of the freight change, rates may vary.

8. Liability, limitation of actions, Disclaimers and limitation of Liability.

- a) Except as specifically set forth herein, ECU Trucking makes NO EXPRESS OR IMPLIED WARRANTIES relating to its Services.
- b) Unless subject to an overriding statute or international convention, any and all claims against ECU Trucking or the third party selected by the client, for potential or actual loss, must be received by ECU Trucking, in writing, within sixty (60) days from the date the Goods were delivered; failure to give ECU Trucking timely notice shall be considered a complete defense to any action taken by Customer. In the event the Goods were not delivered, notice of all claims must be received by ECU Trucking within nine months from the date of loss.
- c) If your shipment was delivered damaged the carrier will need an appointment for an inspection, do not export the freight until the inspector visits the consignee and the claim is processed, otherwise claim will be rejected.
- d) The rate does not cover additional insurance from carrier's liability. If you wish to insure this load for an specific value, please ask ECU Trucking to provide an additional insurance service, otherwise, since ECU Trucking does not have direct contact with the cargo, our liability is limited to carrier's direct liability and we are only responsible of assisting our customers on filing claims to carriers and doing follow up of the this procedure.
- e) The Customer agrees that ECU Trucking shall only be liable for any loss, damage, expense or delay to the goods resulting from the negligence or other fault of ECU Trucking directly; such liability shall be limited to an amount equal to the lesser to the carrier's own liability.
- f) ECU Trucking 's responsibility is limited to filing claims with insurer or carrier and following up with the insurer or carrier.
- g) Customer agrees that ECU Trucking shall, in no event, be liable for consequential, punitive, statutory or special damages in excess of the monetary limit provided for above.
- h) ECU Trucking will not be responsible for any discrepancies not noted on the Delivery Receipt of the Trucking Company.
- i) Volume quotes have a maximum liability of \$0.50/Pound.
- j) The carrier's liability Insurance will only pay \$0.10 per pound for used good, moving's and household goods
- k) Goods being returned to shippers / vendors require previous inspection by the carriers, otherwise they will be moved with a liability of \$0.0 / Lb.
- l) Loss or Damage claim filing – Concealed damage:
 - 1) When damage to, or loss of, contents of a shipping container is discovered by the consignee that could not have been determined at time of delivery it must be reported by the customer to ECU Trucking upon discovery.
 - 2) Reports must include a request for inspection by Carrier's representative.
 - 3) Notice of loss or damage and request for inspection must be confirmed by a written or electronic communication.
 - 4) While awaiting inspection by Carrier, consignee must hold the shipping container and its contents in the same condition they were in when damage was discovered, insofar as it is possible to do so.
 - 5) Notice of loss or damage should be provided to ECU Trucking /Carrier within five (5) Business Days from the date of delivery.

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- The top of the page features a decorative border with three circular inset images: a truck yard, a multi-lane highway with trucks, and a rocky, hilly landscape.
- 6) If five (5) Business Days pass between the date of delivery of the shipment by Carrier and date of report of loss or damage and request for inspection by consignee, it is incumbent upon consignee to offer reasonable evidence to Carrier when inspection is made that loss or damage was not incurred by the consignee after delivery of shipment. Reasonable evidence includes but is not limited to: (a) Identifying the party(ies) responsible for unloading (b) Identifying the chain of custody of the article, including prior transportation by any mode. (c) Location(s) of the article(s) once the shipment was received until the damage was noted. (d) Any mechanical or physical handling by the consignee after delivery by Carrier.
 - 7) If a clear delivery receipt is available on the shipment, e.g. no damage or shortage is noted, claimant must provide documentation showing that damage or loss occurred prior to delivery by Carrier.
- m) UPS Small Package responsibility for loss or damage: UPS's (courier) liability for loss or damage to each UPS domestic Package is limited to a value of \$100.00. Unless a greater value is declared prior shipping and the customer requests and approves any additional coverage and pays an additional charge, customer agrees that the released value for each domestic Package is no greater than \$100.00.
- n) Cargo claims handling & Disposition:
- 1) The amount of time a carrier has to acknowledge, investigate, and conclude a claim is regulated by the Federal government.
 - 2) A carrier has 30 days after the date they receive a claim in which to send out their Acknowledgement of the claim.
 - 3) A carrier has 120 days (after the initial 30 days for Acknowledgement) to do one of the followings: (a) Pay claim (b) Decline claim (c) Offer a compromise settlement (d) Advise the claim cannot yet be concluded.
 - 4) Every 60 days the claim remains pending thereafter, the carrier must provide a written or electronic explanation of why the claim remains outstanding.
 - 5) The Claimant has 2 years and 1 day from the date of the first carrier declination of the claim in which to file suit against the carrier.
 - 6) If the claim is outstanding/pending on the date marking the 2 years and 1 day from date of the first declination, the claim is considered Time Barred and will be closed with no further action being taken.
- o) Some LTL carriers have no liability for the following items:
- 1) Any items of extreme value not immediately able to be determined
 - 2) Antiques - collectibles, furniture, glassware, jewelry and memorabilia.
 - 3) Appliances, major household appliances (including without limitation refrigerators, stoves or ranges, washers, dryers, dishwashers, etc.)
 - 4) Artwork Original or Limited editions, including but not limited to paintings, drawings, etchings, sculptures, statues, tapestries, watercolors, and artwork that is signed and numbered
 - 5) Automobile body sections, body parts, bumpers, running boards, trim, etc. as defined and described in NMFC item 18060-18285, and not in wooden crates
 - 6) Carbon black, (liquid or solid)
 - 7) Fine porcelain - vases, dishes, figurines

- 8) Fireworks
- 9) Household goods
- 10) Items of freight including packaging over 10' (including pallets, skids, crates, totes, gaylords, cartons, bundles, coils, reels, or rolls as specified in NMFC item 235 and NMFC item 580); also see Item 670 for applicable charges
- 11) Light bulbs (including but not limited to fluorescent tubes and incandescent bulbs)
- 12) Lottery tickets
- 13) Mattresses, with or without box springs
- 14) Made-to-cut, made-to-order or custom items not typically maintained in inventory and with no other practical use or value beyond the immediate intended use (e.g. countertops, window treatments, imprinted clothing, brand specific packaging, etc.)
- 15) Metal sheets, goods, flat not in solid wooden crates
- 16) Photocopiers with or without multiple functions, designed as desktop models specifically for personal/home office use, not in original manufacturers' packaging.
- 17) Printer stock, either paper or pulp board sheets, printed or unprinted, packaged other than in solid wooden crates.
- 18) Plants, live
- 19) Pottery or earthenware of any type (i.e. nursery supplies, etc.)
- 20) Schedule III drugs, substances or chemicals (as defined by the U.S. Drug Enforcement Administration)
- 21) Solar panels
- 22) Televisions or computer monitors 24" or larger.
- 23) US Mail - any postcard, letter, package, with U.S. postage stamps applied.
- 24) Vehicular glass (as described in NMFC items 86540 through 86566)

9. Restrictions to Quote Online

- a) Max weight per load: 10,000LBS.
- b) Weight per piece shall not exceed 3,500 LBS.
- c) Not valid for more than 6 PALLETS/12' LINEAR FEET/ 750 CFT (Carrier will use 96" for height when calculating dimensions If product cannot be stacked)
- d) Max dimensions per piece: Length 12FT (144")/ Width (90")/ Height (92").
- e) Dimensions should be entered with NO decimal numbers.
- f) Online quotes for small package freight do not apply, due to the fact carriers such as UPS & FedEx possesses a courier service, therefore it is suggested to contact quotes@ecutrucking.com for an accurate rate quote
- g) Please note these are the restriction for the client to quote online, it does not mean that ECU Trucking is not able to handle shipments exceeding those restrictions, it means these rates should be obtained directly by our pricing representatives.

10. Container Drayage



- a) Subject to equipment availability.
- b) Rate quote is valid for 30 days.
- c) Rate Quotes include 1 Hour for Loading and 1 Hour for Unloading (\$90,00/Extra Hour), unless otherwise specified.
- d) This rate does not cover additional insurance from carrier's liability. If you wish to insure this freight for a specific value, please ask ECU Trucking to provide an additional insurance service, otherwise, since ECU Trucking does not have direct contact with the cargo, our liability is limited to carrier's direct liability and we are only responsible of assisting our customers on filing claims to carriers and doing follow up of the this procedure.
- e) A Drop & Pick will double the Rate.
- f) For Overweight Containers extra charges may apply.
- g) Other Extras Charges as Chassis Split or Chassis Flip (Overweight at Ramp) may apply.
- h) For orders booked that are 250 Miles or longer in distance, a Lay Over Fee may apply.
- i) For 20' Container with a Weight higher than 37.500 Lbs, a Tri Axle Fee of \$80/day will apply.
- j) For shipments from/to Portland, OR, Seattle, WA or Tacoma, WA ports, Port Congestion Fee may apply // 1 Free Hour for Loading/Unloading.
- k) For shipments from/to Oakland, CA port, Port Congestion Fee may apply: \$150.00 // Gate Fee: \$50.00.
- l) For shipments from/to Long Beach, CA port, PierPass may apply. 20' Container: \$31.52 + Admin Fee: \$15.00 // 40' Container: \$63.04 + Admin Fee: \$15.00.
- m) For shipment from/to NY/NJ ports, please consider an Additional \$250.00 for any PU/Delivery at Long Island // Port Congestion Fee may apply.
- n) For APM Terminal and PNCT, in NY/NJ, a Congestion Fee may apply.
- o) Rates do not apply for Haz-Mat Cargo, unless otherwise specified on the quote request.
- p) Per Diem Fee can be invoiced up to 90 Days after Container is returned to Port. Admin Fee may apply.
- q) Online quotes:
 - Subject to Equipment Availability.
 - Rate per Container
 - Chassis: \$35.00/Day
 - Drayage-20: For a Weight higher than 37.500 Lbs, a Tri Axle Fee of \$80/day will apply.

11. Full trucks, projects and special equipments.

- a) Rate quotes are subject to equipment availability, obtaining a rate does not guarantee that ECU Trucking will get equipment availability by a given date. b) These rates quotes are valid for 7 days.
- b) Rates include 2 hour loading and 2 hour unloading. (\$80,00/Extra Hour).
- c) For Local Hauls (within 100 Miles), Rate includes 1 hour for loading and 1 hour for unloading. \$80,00/Extra Hour.
- d) For Shipment with multiple stops, Rate includes 1 hour for loading and 1 hour for unloading at each location. \$80,00/Extra Hour.



- e) The rate can change according to the dimensions of the cargo. For Over-dimensional Shipments rates may vary depending on the Route and Permits approved by the DOT
- f) The rate does not cover additional insurance from carrier's liability. If you wish to insure this load for an specific value, please ask ECU Trucking to provide an additional insurance service, otherwise, since ECU Trucking does not have direct contact with the cargo, our liability is limited to carrier's direct liability and we are only responsible of assisting our customers on filing claims to carriers and doing follow up of the this procedure.
- g) TONU (Truck Order Non Used) charges: \$350,00. Cancellation must be received at least 4 hours before pick up. Applies for same day pick up. For next day pick up, cancellation must be done previous day before 4pm.
- h) For any same day pickup, changes in the order or BOL can be requested up to 1 hour after pickup was scheduled, otherwise, if changes are requested after this hour, extra charges may apply.
- i) For any next day pickup, changes in the order or BOL must be requested before 4:00pm, otherwise, if changes are requested after this hour, extra charges may apply.
- j) Missed Trip charges: \$350,00. It will apply if Carrier arrives to Shipper and it gets rejected or pick up is cancelled
- k) Cargo liability is limited up to \$100,000 per load.
- l) When Carrier's pup/set or vehicle is delayed by Consignor/Consignee for loading or unloading on or near the premises of Consignor/Consignee, DETENTION Charges will begin upon expiration of the applicable free time allowed, and will end when the pup/set or vehicle is loaded or unloaded and is available for movement.
- m) ECU Trucking is not responsible for damages on any used articles/product transported.
- n) ECU Trucking will not be responsible for any discrepancies not noted on the Delivery Receipt of the Trucking Company.
- o) Rates do not apply for Haz-Mat Cargo, unless otherwise specified on the quote request.
- p) Hazmat rates are not available online, please send you request to quotes@ecutrucking.com
- q) Online quotes:
- r) For some States due to availability, rate may vary
 - Rate per Truck.
 - Non Haz-mat / Non TSA / Non Tanker Endorsement.
 - Commodities like Liquors & Coils must be requested to Truckload.
 - Legal Load.

12. Credit Terms and Conditions

- a) ECU Trucking (hereafter referred to as "The Company") operates its published Credit and Payments terms and conditions. These terms and conditions are printed on every invoice issued by The Company and are available upon request. Note that the Company will send the invoices only through email. The customer is responsible to inform the correct emails, contacts and notify any update.
- b) The Company's standard payment terms require receipt of cash in advance of performance. In the event that the Company extends credit to the Customer, the following additional terms are hereby agreed to be applicable.
- c) The amount of credit issued to the Customer is subject to periodic revisions and the Company may decide to decrease, increase or revoke the monetary limits and at the company's sole discretion, any debt may be



declared immediately due and payable upon demand at any given time. This may be done at the sole discretion of the Company.

- d) By establishing a credit account for the Customer, the Company shall be under no obligation to incur any expense, guarantee payment, or advance money on behalf of the Customer. The fact that the company has made a payment, advance or guarantee shall not be construed as a waiver of this provision.
- e) The Company allows Credit Card payments for the monthly maximum amount of USD\$1,000. Any credit card payment over this amount will cause a 3% additional fee.
- f) The company allows Check payments, which must be remitted to the following attention ECU Trucking, 2401 NW 69TH Street, Miami FL 33147.
- g) The Customer agrees to keep the account current and agrees to pay each invoice in full within 20 days of the date of the invoice (30 days for WCA members).

Bank details as per below:

Account: Ecu Trucking

Account no: 229636318

ABA routing (ACH): 267084131

ABA routing (wire): 021000021

Swift: CHASUS33

JP Morgan Chase

270 Park Avenue

New York, NY 10017-2014

- h) Quotes are not meant to be construed as guaranteed totals for services. Customer understands that, depending on conditions and/or situations occurring at time of actual delivery, additional charges may be added to the final billing for rendered services. If the customer doesn't have any credit terms with The Company, the payment must be done in advance.
- i) In the event that the Customer fails to keep the account current, all amounts owed by Customer shall immediately become due and payable. If the account is not paid when due, a delinquency charge shall accrue on the unpaid amount at the rate of 1.5% per month or part thereof. If the delinquency charge exceeds that permitted by applicable law, the charge shall be the maximum permitted by applicable law.
- j) If any invoices remain unpaid for thirty (30) days after demand for payment, the Company may, in addition to any other rights it has under other agreements and/or applicable law, exercise any or all of the rights of a secured party under the Uniform Commercial Code now in effect in the State of Florida. The foregoing shall be construed according to the internal substantive laws of the State of Florida, without regard to the conflict of law principles of such State.
- k) The Customer, their owners and their principals, shall be jointly and severally liable to the Company for the payment of all invoices due, without discount, together with any Court costs, expenses, and reasonable attorney fees incurred in collecting any sums due the Company.
- l) Customer agrees to pay the Company for costs of collection, including reasonable attorney fees incurred in connection with the collection of this account, or if this account is placed in the hands of a collection agency, then the applicant agrees to pay the Company as additional and liquidated damages an amount equal to 30% of the amount unpaid thereon, together with such reasonable attorney fees as may be incurred in connection with the collection.



- m) Any controversy or claim arising out of or relating to this contract or the breach thereof, shall have the option of being settled by arbitration before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Venue for such arbitration shall be in Miami, FL. The prevailing party in any such arbitration shall be entitled to recover its costs incurred therein, including reasonable attorney's fees.
- n) As security for applicant's obligations hereunder, Customer hereby executes this security agreement and grants the Company a general and continuing lien on any and all property of Customer coming into Company's actual or constructive possession or control for monies owed to Company with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both.
- o) Customer hereby appoints the Company as its lawful attorney-in-fact for the limited purpose of executing and/or filing on its behalf any further documents necessary to evidence or perfect the Company's security interest hereunder, including without limitation executing UCC-1 Financing Statement and filing it in the appropriate governmental records. It is understood this customer profile/credit application in no way obligates the Company to extend credit to applicant.
- p) Customer acknowledges that The Company is an inland freight portal between the customer and the transportation company, therefore does not have anything to do with any kind of direct contact or manipulation with the merchandise. The Company is in charge of coordinate the cargo according the instructions given by the customer through the transportation company chosen by the customer as well.
- q) In case of damage or loss The Company does not have any responsibility, therefore the customer has the obligation of make the total payment of what was agreed since the beginning of the service according the term established. The Company will aid the customer with the process of filing a claim and follow up, with the transportation company, who is fully liable for loss or damage, and The Company should not be held responsible for such incident, or loss.
- r) Customer acknowledges that this application has been submitted with the knowledge that it will be relied upon in ex-tending credit to the applicant. Applicant further agrees to give the Company permission to make inquiry on financial and related matters at applicant's bank, bonding company or lending firms and authorizes such firms to give same to the Company. Applicant authorizes the release of information from both bank and credit references.
- s) The customer acknowledges, that Miami-Dade County in the State of Florida is the place of venue for any and all purposes, and that all collection costs including but not limited to attorney/agency fees and court costs will be the responsibility of the customer.