



- b. Carrier shall furnish the transport equipment, such as the trailer and accessories, for the transportation of goods under this agreement. Any additional equipment needed to load, offload, get commodity in running condition, etc. must be agreed upon between the Carrier and Shipper prior to services being rendered.
- c. Carrier shall perform transportation obligations hereunder through properly licensed personnel with proper permitting. In its sole discretion Carrier may fulfill its obligations hereunder through third party independent contractors complying with licensure and permitting requirements.
- d. Carrier's obligations are limited to the capacities and to the locations set forth in Schedule B. If Schedule B is not attached or completed, then Carrier shall be obligated to accept shipments based on Carrier's convenience and subject to available capacity and capability.
- e. Upon receiving goods for transport, Carrier shall issue receipts or bills of lading therefor which shall document in words, drawings, images, or otherwise, the condition of the goods at the time of receipt. Shipper shall furnish duly authorized personnel at the point of pick-up to countersign such receipts or bills of lading, and the condition and quantity of the goods reflected therein shall be binding upon both parties. In the event that any term or provision of any bill of lading conflicts or is inconsistent with any provision hereof, this agreement shall control.
- f. If Shipper requests that Carrier transport any hazardous materials including, without limitation, those defined as hazardous by any state or federal law Shipper agrees to give Carrier 24 hours' advance notice and to provide all labels, warnings, packaging, containers, and/or documentation required by law. Carrier shall have complete discretion to decline to transport any hazardous materials without incurring any liability to Shipper.
- g. Shipper agrees that all of Carrier's services hereunder are performed as a contract brokerage and not as an asset-based carrier.
- h. Shipper agrees that Carrier is not and shall not be considered a Bailee with regard to any goods transported hereunder or under any bill of lading issued in connection with transportation services provided hereunder.
- i. Shipper agrees to request Carrier's service in writing as provided under the paragraph titled " Notifications" below.
- j. Driveaway Services
  - i) **Steer Tires and Lug Nuts.** Carrier agrees to reinstall the steer tires on vehicle(s) once they are undecked at the delivery location. Customer acknowledges that Carrier does not accept responsibility to re-torque lug nuts to manufacturer's specifications and, further acknowledges that it is standard practice for driveaway drivers to only replace 2-3 lug nuts per wheel as a safety measure to remind Customer and third-parties that the steer tire lug nuts need to be re-torqued. Customer understands and agrees that it is solely responsible for notifying its customers and other potentially affected third-parties of this issue and for ensuring all lug nuts on steer tires are replaced and properly re-torqued prior to placing the vehicle(s) into operation.
  - ii) **Fuel Levels.** Carrier shall delivery units with a minimum of 4" of fuel unless Customer requests otherwise in the shipment request. However, if the vehicle(s) have less than a minimum of 4" of fuel at the time of pick-up, Carrier will not add additional fuel unless requested by Customer prior to arrival at the delivery location.
  - iii) **Special Preparation.** In certain cases, Carrier may be required to remove fairings and/or stacks in order to remain within applicable height restrictions. Customer agrees to pay for all reasonable charges and expenses associated with such preparation as necessary to remove components from the vehicle(s) to ensure that legal hauling height restrictions are satisfied. Customer agrees to hold Carrier harmless for any damage to such components and Customer shall be solely responsible for safely re-installing such components subsequent to Delivery.

iv) Customer Responsibilities. Customer shall have the vehicle(s) ready for pick-up at the time quoted by Carrier and vehicle(s) must meet all applicable FMCSA safety criteria and be mechanically sound. Customer shall provide Carrier with shipment documentation showing the purchase order number, Customer's identification number for the shipment transaction, the quantity in the shipment, consignee's name and other material information. Customer shall give Carrier prior notice if the vehicle(s) contain any hazardous or dangerous materials. Customer is solely responsible for the direct and incidental costs associated with any required repairs, layover fees, tow fees, storage fees, citations or other charges caused by vehicle(s) that do not meet applicable FMCSA safety criteria and/or are not mechanically sound.

## II. Rates and Charges

a. Shipper shall pay for the services provided hereunder according to the rates and charges set forth on Schedule C, which may be amended from time to time by 30-day notice to Shipper. All applicable taxes shall be added to the rates and charges on Carrier's invoice(s) to Shipper. TONU: TRUCK ORDERED, NOT USED charge applies to all shipments cancelled within 24 hours of original pickup time. The minimum TONU charge is \$250 per shipment plus mileage from dispatch location to pick up location and back to dispatch location. TONU charge will be waived if truck is cancelled within 20 minutes of booking. Late Payments are subject to 3% interest charge.

## III. Force Majeure

a. Carrier shall not be liable for any loss, damage, delay, or consequence arising out of any force majeure including, without limitation, weather, road conditions, road or highway congestion, construction, accident, mechanical failure, strike, or other event or condition beyond Carrier's immediate control including acts or omissions of independent contractors engaged to perform services hereunder.

## IV. Liability of Carrier for Damages

a. Carrier shall not be liable for any loss or damage to goods transported unless documented at the time of delivery and acknowledged by the driver or other authorized representative of Carrier. Should transportation be performed by third party independent contractors, Shipper agrees to look solely to it or them for any damages or losses arising out of or connected to the transportation of the goods. Shipper agrees that Carrier shall not be liable for any consequential loss or damage resulting from or connected to transportation of goods hereunder including, without limitation, any losses due to delay, loss of use, or misdelivery. Shipper further agrees that, in all events, Carrier's liability shall be limited to the insurance coverage provided by the policy of insurance as set out below.

## V. Insurance

a. Carrier shall maintain and require any third-party independent contractors to show evidence of, Comprehensive General Liability insurance in the amount of \$1,000,000.00 with appropriate endorsements for contractual liability and property damage liability for goods in Carrier's custody and control.

b. An optional All Risk Coverage Policy may be issued on each shipment for an additional cost to Shipper. Cost varies based on the stated value of the shipment. Each policy will be issued and emailed to Shipper upon booking.

## VI. Term and Termination

a. Either party upon 30 days' written notice may terminate this agreement.

## VII. Notifications

a. All notices, requests, or notifications required or permitted hereunder shall be given to carrier at Titan Worldwide, LLC with principal offices at 603 Munger Avenue Suite 100 - Unit 1007 Dallas TX 75202.

VIII. Assignment

- a. Neither party may assign any right or obligation hereunder without the express written consent of the other party, except that Carrier may assign receivables hereunder as it may be appropriate in accordance with its business practices.

IX. Confidentiality

- a. Shipper agrees not to disclose the pricing afforded hereunder to any third party without the express written consent of Carrier.

X. Construction of Agreement

- a. This agreement shall be construed as if drafted equally by both parties with no presumption against either. It shall be interpreted and controlled in accordance with and by the laws of the State of Texas without regard to any conflict of laws principals or rules thereunder.

XI. Disclaimer of Oral Representations and Non-reliance

- a. Each party warrants and agrees that this writing contains the entire agreement between the parties and that no other agreements, written or oral exist. Each party expressly represents and warrants that it has not relied on any representation or statement (of fact or otherwise) made by the other party except those contained in this agreement.

IN WITNESS WHEREOF, we have signed this Agreement the date and year first shown below.

**Please sign this document below. By electronically signing this document below you acknowledge you have the authority to sign this for your Company and agree to the terms of this agreement. This is an electronic legal signature as defined by the Electronic Signatures Act of 2000.**

Authorized Shipper Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

Authorized Shipper Signature: \_\_\_\_\_

Date: \_\_\_\_\_