



Prince Freight LLC

Terms and Conditions of Service

Owner, Maximus G. Prince
(312) 590-0846
dispatch@princefreightllc.com
princefreightllc.com

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Wood Dale, IL
MC # 1513532
DOT # 4016113

Terms and Conditions of Service

SECTION 1 - PAYMENTS

- I. Payments must be received and cleared by our bank before driver⁵ is dispatched¹³ to shipper³. Accepted payment types (listed by preference) include:
 - A. **Cash**
 - B. **Zettle POS (Debit or Credit Card)**
 - ▶ Cards Swipe or Tap Transactions Subject to 2.49% + \$0.15 Fee
 - ▶ Manually-Input Card Transactions Subject to 3.69% + \$0.15 Fee
 - C. **PayPal (Electronic)**
 - ▶ Transactions Subject to 3.69% + \$0.49 Fee
 - D. **ACH/Direct Deposit**
 - ▶ NET-30 Payment Terms Required - Fees may apply*.
 - E. **Check (Mail or In-Person,**
 - ▶ Commercial Transactions Only
 - ▶ Must request application.
 - ▶ NET-30 Payment Terms
- II. Other forms of payment may be considered on a case-to-case basis. Requests for alternative forms of payment must be made before signing and returning this document. Requests must be approved by owner², and formally noted as "Form of Payment" on RC²⁰ and PF²³
 - A. If collect²⁵ payment is agreed upon, customer¹ is obligated to pay driver⁵ upon arrival at receiver⁴. Driver⁵ is prohibited from unloading⁹ any amount of cargo until full payment is received. Cargo may be inspected while still inside our vehicle(s).
 - B. If driver⁵ does not receive full payment within allowed grace-period¹⁶, driver⁵ or owner² will proceed with 1 applicable solution below as seen fit:
 - ▶ Waiting to unload⁹ with detention^{17a} or layover^{17b} fee(s) as needed.
 - ▶ Returning cargo¹⁰ to shipper³ with stop-off^{17c} fee.
 - ▶ Delivering⁷ cargo¹⁰ to cross-dock¹⁷ⁱ with stop-off^{17c} fee(s) for customer to otherwise recover.
 - ▶ Delivering⁷ cargo¹⁰ to alternate receiver⁴ with stop-off^{17c} fee(s).
 - C. Customer¹ is responsible for paying and reimbursing Prince Freight LLC in full for all applicable fees^{17a-m} incurred before, during, or after shipment has been completed.
- III. Reimbursements²⁷
 - A. Driver⁵ may be able to pay seller at pickup or receiver at delivery for item payment and other fees upon request. This is entirely at the discretion of Prince Freight LLC and Driver⁵ assigned to each specific shipment. Must notify of these needs and request at time of quote in order to apply.
 - B. Only applicable to repeat customers that have worked with Prince Freight LLC in the past at least 3+ times. Subject to application and approval or denial by Owner²
 - C. Can only be paid to driver in Cash. Other forms of payment may be used for other charges, but reimbursements²⁷ are to only be paid in cash - no exceptions.
 - D. Must be paid in full by party quoted and responsible for freight payment, unless otherwise agreed upon.

SECTION 2 - REFUNDS

- I. Refunds are only to be issued with prior approval from owner². Refunds will be reimbursed in USD via form of payment used to process initial transaction. In event that payment is unable to be reimbursed via initial transaction format, refund will be given in Cash.
 - ▶ If customer¹ requests a quote cancellation^{17e} before pick⁶ is executed, but driver⁵ has already been dispatched¹³, Prince Freight LLC will retain cost of incurred fees^{17a-m} including but not limited to a TONU^{17d}, and refund any remaining balance.
 - ▶ Under no circumstance will Prince Freight LLC provide a refund in cash or alternate form of currency.
 - ▶ Under no circumstances will customer¹ be provided a refund once load has been delivered if has already been signed with a signed, clean, damage-free BOL²¹ / POD²²

SECTION 3 - FEES^{17a-m}

Fees ^{17a-m}	Charge	Amount
Detention ^{17a}	\$50	Per Hour (After 2 Hour Grace-Period ¹⁶)
Layover ^{17b}	\$250	Per Day
Stop-Off ^{17c}	\$50 for 1st 25 Miles + \$1 Per Mile After	-
Truck Order Not Used (TONU) ^{17d}	\$250	Per Cancellation (After Dispatched ¹³)
Quote Cancellation ^{17e}	\$50	Per Cancellation (Before Dispatched ¹³)
Document Correction ^{17f}	\$25	Per Correction
Late Payment ^{17g}	2%	Per Business Day
Driver Assist ^{17h}	VARIES	Varies Per Request
Lumper ¹⁷ⁱ	VARIES	Varies Per Request
Cross-Dock ^{17j} / Storage ^{17k}	VARIES	Varies Per Request
Strapping ^{17l}	Always FREE!	Always FREE!
Blanket Wrapping ^{17m}	Always FREE!	Always FREE!
All shipments are assumed no-touch ¹⁴ unless otherwise agreed upon and noted on RC ²⁰ before driver is dispatched ¹³		

- II. Fees^{17a-m} incurred before, during, or after shipment has been completed are to be paid in full by customer¹ at time of occurrence.
- III. Driver⁵ is forbidden from completing requested task, service, or otherwise determined next-steps until full payment has been received.
- IV. Prince Freight LLC will never add fees^{17a-m} without advising all responsible parties first nor without sufficient evidence of necessity.
- V. Consent and cooperation is always requested but is not required to enforce reimbursement these fees.

SECTION 4 - LOADING⁸ & UNLOADING⁹ LABOR¹⁵

- I. Shipper³ Unable to Load⁸
 - A. If shipper³ is unable to load⁸ cargo¹⁰ without driver assistance^{17h}, it is sole discretion of driver⁵ to accept or decline assistance^{17h} at time of request.
 - ▶ If driver⁵ opts to assist^{17h}, driver assist^{17h} fee will apply and vary based on nature and amount of requested labor¹⁵. Driver⁵ will fill out PF²³ listing fee(s) and present to customer¹ or shipper³ for signatures and immediate payment before assistance^{17h} begins. Driver⁵ will keep final signed PF²³. Additional copies can be provided via email or text upon request.
 - ▶ If driver⁵ opts not to assist^{17h}, shipper³ and / or customer¹ are required to find alternative options to load⁸ cargo¹⁰ within 2 hour grace-period¹⁶ such as sourcing and utilizing external assistance or equipment.
 - ▶ If no alternative solution can be reached within 2 hour grace-period¹⁶, driver⁵ is allowed to leave shipper³ and a refund will be issued to customer¹ for amounts listed on RC²⁰ minus amount of TONU^{17d} and / or other applicable fees^{17a-m} incurred and listed on PF²³ or invoice²⁶. If shipment amount is less than cost of TONU^{17d} fee, Prince Freight LLC reserves right to charge customer for additional differential amount.
- II. Receiver⁴ Unable to Unload⁹
 - A. If receiver⁴ is unable to unload⁹ cargo¹⁰ without driver assistance^{17h}, it is sole discretion of driver⁵ to accept or decline assistance^{17h} at time of request.
 - ▶ If driver⁵ opts to assist^{17h}, driver assist^{17h} fee will apply and vary based on nature and amount of requested labor¹⁵. Driver⁵ will fill out PF²³ listing fee(s) and present to customer¹ or receiver⁴ for signatures and immediate payment before assistance^{17h} begins. Driver⁵ will keep final signed PF²³. Additional copies can be provided via email or text upon request.
 - ▶ If driver⁵ opts not to assist^{17h}, receiver⁴ and / or customer¹ are required to find alternative options to unload⁹ cargo¹⁰ within 2 hour grace-period¹⁶. These options include but are not limited to finding an alternative delivery⁷ location with a stop-off^{17c}, bringing cargo¹⁰ to cross-dock^{17j} with stop-off^{17c}, delivery⁷ to an alternative warehouse nearby with a stop-off^{17c}, or sourcing and utilizing external assistance or equipment.
 - ▶ If no alternative solution is reached through discussion between driver⁵, customer¹, receiver⁴, and owner² within 2 hour grace-period¹⁶, driver⁵ will leave receiver⁴, return cargo¹⁰ back to shipper³, customer¹ will be charged applicable fees^{17a-m} including but not limited to layover^{17b}, TONU^{17d}, cross-docking^{17j}, or storage^{17k}.

SECTION 5 - CARGO INSURANCE

- I. Prince Freight LLC has \$10,000 in cargo¹⁰ insurance applicable to all shipments available at no additional cost.
- II. If customer¹ opts-in to cargo insurance through a booking website, load board, or other 3rd party, shipment(s) will be disqualified from use or applicability of Prince Freight LLC's cargo insurance coverage. Exceptions cannot be made under any circumstance.
- III. Cargo insurance is subject to the pre-determined or otherwise declared value(s) as noted on RC²⁰.

SECTION 6 - CARGO CLAIMS & DAMAGES

- I. Cargo claim amounts are never to exceed pre-declared or assumed value amount noted on RC²⁰.
 - A. If value of individual item(s) are not declared and only partial damages occur the assumed applicable value(s) will be divided amongst piece count to determine damaged piece(s) value(s).
 - ▶ Example: Shipping 10 boxes, 1 arrives damaged. Total assumed applicable cargo value was \$1,000 for shipment. Box is then valued at \$100, and the maximum applicable claim amount would be \$100.
- II. Loading⁸ & Unloading⁹ Damages
 - A. Prince Freight LLC will under no circumstance be held liable for cargo¹⁰ damage or equipment damage due to incorrect or irresponsible loading⁸ or unloading⁹, including but not limited to cargo¹⁰ being dropped, chipped, scratched, or otherwise damaged by any party associated.
- IV. In-transit¹² Cargo¹⁰ Damage
 - A. For liability purposes, driver⁵ is required to take pictures of cargo¹⁰ once it is loaded⁸ onto our equipment and upon arrival at delivery⁷.
 - B. In event of cargo¹⁰ damage during transit¹², driver⁵ is advised to immediately take photos of damage in question, advise owner² of situation, and note it on BOL²¹.
 - ▶ If receiver⁴ ACCEPTS damaged cargo¹⁰, nature of damage will be noted on BOL²¹ by driver⁵ and signed by receiver⁴. Product will then be unloaded⁹ as usual.
 - ▶ If receiver⁴ REFUSES or REJECTS damaged cargo¹⁰, following steps are to be taken:
 1. Owner² or driver⁵ will contact customer¹ to advise of situation and discuss reasonable next steps.
 2. Options to proceed include:
 - a. Driver⁵ returning cargo¹⁰ back to shipper³ to be unloaded⁹ and returned.
 - ▶ Upon arrival at shipper³, cargo¹⁰ will need to be unloaded⁹ in same manner originally loaded⁸ by shipper³. Once empty, driver⁵ will reach out to customer¹ to advise of completion.
 - ▶ Will incur stop-off^{17c}
 - b. Driver⁵ brings cargo¹⁰ to cross-dock^{17j} or warehouse for storage^{17k}. Customer¹ is responsible for arranging recovery by another carrier or driver⁵ at a later date and time.
 - ▶ Will incur stop-off^{17c} and storage^{17k} specific to nearest appropriate cross-dock^{17j}, warehouse, or similar facility at time of request.
 - c. Driver⁵ waits to deliver⁷ next day.
 - ▶ Will incur layover^{17b}
 - d. Alternative receiver⁴ address is provided by customer¹ or receiver⁴.
 - ▶ Will incur stop-off^{17c} to alternative address
 3. If no agreement can be reached within 2 hours of occurrence, driver⁵ is advised to proceed with returning cargo¹⁰ to shipper³ to be unloaded⁹. Customer¹ is responsible for reimbursement of all charges.
 - a) Will incur stop-off^{17c} back to shipper³
- V. Damage to Equipment
 - A. Damage to Prince Freight LLC's equipment on or in any part of our vehicles, including but not limited to strap(s)^{17l}, blanket(s)^{17m}, ramp(s), dolly(s), bungee cord(s), rope(s), tarp(s), or otherwise utilized equipment at time of loading⁸, transit¹², or unloading⁹ are subject to reimbursement by damaging party.
 - ▶ This includes but is not limited to damage from forklifts dragging or puncturing holes in floor or walls of vehicle, rips, tears, gouges, or scratches in floor, walls, or ceiling, sliding of product(s) while loading⁸ or unloading⁹, or suspension damage during loading⁸ or unloading⁹ procedures.

Glossary (Definition of Terms)

Customer¹ Person requesting services from Prince Freight LLC. “Customer” or “Main Contact” is synonymous to this term on all documentation pertaining to shipment and recognized as main point of contact for all shipment needs or information, including but not limited to status updates or payments.

Owner² *Maximus G. Prince*; Person legally registered with state of Illinois and United States as sole proprietor, owner, and founder of Prince Freight LLC.

Shipper³ Point of contact, location, or facility that cargo¹⁰ is located at and needs to be picked⁶ up from.

Receiver⁴ Point of contact, location, or facility that cargo¹⁰ needs to be delivered to.

Driver⁵ Person(s) responsible for driving and hauling¹¹ customer's¹ cargo¹⁰.

Pick⁶ Act of loading⁸ cargo¹⁰ into van upon arrival at shipper³ for transit¹² to delivery⁷ location.

Deliver⁷ Act of unloading⁹ cargo¹⁰ out of van upon arrival at receiver⁴.

Loading⁸ *See also Pick⁶*; Act of loading⁸ cargo¹⁰ into van upon arrival at shipper³ for transit¹² to delivery⁷.

Unloading⁹ *See also Delivery⁷*; Act of unloading⁹ cargo¹⁰ out of van upon arrival at receiver⁴.

Cargo¹⁰ All-inclusive name for product(s), pallet(s), case(s), piece(s), machine(s), roll(s), bale(s), crate(s), or otherwise assumed terminology being requested by customer¹ to be picked⁶ at shipper³, and delivered⁷ at receiver⁴.

Haul¹¹ Act of assigned driver⁵ driving cargo to its destination to be delivered⁷.

Transit¹² *See also Haul¹¹*; Act of assigned driver⁵ driving cargo to its destination to be delivered⁷.

Dispatch¹³ Driver(s)⁵ begins transit¹² to shipper³.

No-Touch¹⁴ *Opposite of Driver Assist^{17h}*; Driver(s)⁵ will not assist^{17h} or participate in any labor¹⁵.

**Unless otherwise noted by customer¹ on QF¹⁸ and priced accordingly on RC²⁰, shipment will be assumed no-touch. Customer¹ should never assume that driver⁵ will assist^{17h}.*

Labor¹⁵ *See Driver Assist^{17h}*; Physical work or assistance^{17h} including but not limited to lifting, lowering, rolling, assembling, disassembling, moving, loading⁸, or unloading⁹ cargo¹⁰.

Grace-Period¹⁶ 2 Hours of expected and allotted “free time” assumed necessary for all parties to wait, execute, provide, or otherwise complete necessary service(s) to load⁸, unload⁹, or otherwise move cargo¹⁰.

- ▶ *Preceding action(s) and fee(s)^{17a-m} are subject to discussion and assessment by driver⁵, owner², and customer¹. If all parties do not concur to same agreement, predetermined action will be taken according to sequence of events listed below each respective situation referenced in this document.*
- ▶ *Ex. There is a 2 hour grace-period¹⁶ for detention^{17a} where no charges will be accrued. After 2 hour grace-period¹⁶ has been exceeded, detention^{17a} will be added according to additional time used.*

Fees^{17a-m}

Detention^{17a} Accessorial surcharge fee(s) incurred when driver⁵ is required or forced to wait at shipper³ or receiver⁴ for an extended time exceeding grace-period¹⁶ of 2 hours without charge.

Layover^{17b} Accessorial surcharge fee(s) incurred when driver⁵ is required or forced to wait at shipper³ or receiver⁴ for an extended time.

- ▶ *Automatically incurred after 6 hours of detention^{17a} has been exceeded.*

Stop-Off^{17c} Accessorial surcharge fee(s) incurred when driver⁵ is required or forced to drive additional mileage not originally agreed upon on QF¹⁸.

Truck Order Not Used (TONU)^{17d} Accessorial surcharge fee(s) incurred when shipment is cancelled by customer¹, shipper³, or receiver⁴.

- ▶ *Only applicable if driver⁵ has already been dispatched¹³ to pick⁶ location.*

Quote Cancellation^{17e} Fee(s) incurred when shipment is cancelled by customer¹, shipper³, or receiver⁴.

- ▶ *Only applicable if driver⁵ has NOT already been dispatched¹³ to pick⁶ location.*

Document Correction^{17f} Fee(s) incurred after QF¹⁸ and RC²⁰ have been signed, but customer¹, shipper³, or receiver⁴ request additional changes or revisions to shipment information or documentation including but not limited to BOL²¹, QF¹⁸, RC²⁰, or PF²³.

- ▶ *Not applicable if QF¹⁸ and RC²⁰ have not yet been signed.*

Late Payment^{17g} Fee(s) incurred when collect²⁵ payment is agreed upon, and payment is not received within the agreed time. If not otherwise noted, payment is required within 30 calendar days of delivery before late fees begin. 2% fee applicable to total owed, including but not limited to linehauls, stop-offs, reimbursements, previous day(s) late fees, or other charges and fees.

- ▶ *Not applicable for prepaid²⁴ shipments.*

Driver Assist^{17h} Accessorial surcharge fee(s) incurred when shipment is quoted¹⁸ as no-touch¹⁴ but customer¹, shipper³, or receiver⁴ request or require driver⁵ to assist with labor¹⁵ including, but not limited to lifting, lowering, rolling, assembling, disassembling, moving, loading⁸, or unloading⁹.

Lumper¹⁷ⁱ Accessorial surcharge fee(s) incurred when warehouse has hired external assistance (usually via 3rd party) that charges a fee to load⁸ or unload⁹ cargo¹⁰.

▶ All costs are responsibility of customer¹ to pay and reimburse to Prince Freight LLC

Cross-Dock^{17j} A warehouse or large facility that holds, repackages, or trans-loads cargo¹⁰ from one carrier to another off their docks. Accessorial surcharge(s) or other fee(s) by a cross-dock warehouse will be forwarded onto customer¹ to be paid.

▶ Costs vary by facility.

Storage^{17k} Fee(s) charged by cross-dock^{17j} or similar warehouse facility to hold onto and store cargo¹⁰ for certain period of time.

▶ Costs vary by facility.

Strapping^{17l} Using ratchet straps to secure cargo¹⁰.

Blanket Wrapping^{17m} Using moving blankets, bungee cords, rope, ratchet straps^{17l}, or other means to secure cargo¹⁰ for safe transit¹².

Quote Form (abbreviated as QF)¹⁸ Initial inquiry form filled out and completed by customer¹ providing and documenting necessary information for Prince Freight LLC to adequately quote and execute a cost estimate for requested services later listed and confirmed on RC²⁰. Information on this document includes but is not limited to dimension(s), weight(s), piece(s), date(s), time(s), location(s), contact name(s), contact phone number(s) and other relevant information. Quote form document and all other paperwork is non-binding until Prince Freight LLC receives a signed Terms¹⁹ form and RC²⁰ form.

▶ **Quote form must be sent to princefreightllc@gmail.com or dispatch@princefreightllc.com to be valid.*

▶ **Once Terms¹⁹ and RC²⁰ have been signed by customer¹, customer¹ is responsible for paying all associated charges incurred before, during, or after shipment.*

Terms and Conditions of Service Form (shortened to terms)¹⁹ This document currently being read that describes, defines, and interprets Prince Freight LLC's terms and conditions of service. By signing this document, customer¹ accepts Prince Freight LLC's terms and conditions of service, accepts all quoted¹⁸ prices and services as listed on QF¹⁸, and agrees pay in-full, all additional fees^{17a-m} when applicable.

Rate Confirmation Form (abbreviated as RC)²⁰ Form stating full, final details of shipment that is finalized once signed by customer¹ or broker and carrier.

▶ RC information is based on dimension(s), weight(s), piece(s), date(s), time(s), location(s), contact name(s), contact phone number(s) and all other information provided by customer¹ upon submission of QF¹⁸ and is to be confirmed correct by customer¹ by signing RC²⁰ and Terms¹⁹.

Bill of Lading (abbreviated as BOL)²¹ Detailed form created by Prince Freight LLC stating final, complete shipment details as confirmed on RC²⁰ or other applicable communication. Driver⁵ will have a physical BOL in-hand that will need to be signed by shipper³ once loaded⁸ and by receiver⁴ before driver⁵ is allowed to unload⁹. Shipper³ or receiver⁴ signatures on this document confirm that cargo has been loaded⁸ or unloaded⁹ without overages, shortages, or damages.

▶ *BOL information is based on on dimension(s), weight(s), piece(s), date(s), time(s), location(s), contact name(s), contact phone number(s) and all other information provided by customer¹ upon submission of QF¹⁸ and is to be confirmed correct by customer¹ before dispatch¹³.*

▶ *Additional copies can be requested for FREE at any time.*

▶ *If BOL is created or supplied by customer¹, shipper³, or receiver⁴, Prince Freight LLC must be notified BEFORE signing RC²⁰ or Terms¹⁹. If not advised before dispatch¹³, customer¹ will be responsible for fees^{17a-m} associated with stop-off^{17c} and printing at 3rd party facility such as Office Max, Office Depot, Staples, Gas Station, or otherwise appropriate location.*

Proof of Delivery (abbreviated as POD)²² BOL²¹ retitled to "Proof of Delivery" once cargo¹⁰ has been delivered⁷ and signed by receiver⁴. Shipper³ or receiver⁴ signatures on this document confirm that cargo has been loaded⁸ or unloaded⁹ without overages, shortages, or damages.

▶ *POD and signed BOL²¹ can be sent to customer¹ via email or phone upon request.*

▶ *Additional copies can be requested free at any time.*

▶ *POD information is based on on dimension(s), weight(s), piece(s), date(s), time(s), location(s), contact name(s), contact phone number(s) and all other information provided by customer¹ upon submission of QF¹⁸ and is to be confirmed correct by customer¹ before dispatch¹³*

Payment Form (abbreviated as PF)²³ Document stating itemizing amounts of linehaul, surcharges, fees, or other applicable costs due to driver⁵ at time of delivery⁷. Document may be enforced with or without signature by customer¹, shipper³, or receiver⁴ in certain situations where necessary. Driver⁵ will keep original signed copy of document. Additional copies may be requested within 48 hours of delivery.

Prepaid²⁴ Customer¹ payment needs to be received by Prince Freight LLC in full and clear our bank before driver⁵ is dispatched¹³ to shipper³.

▶ *If payment is not received and cleared before agreed pick⁶ date, customer¹ is liable for any associated fees^{17a-m} incurred and delays associated.*

▶ *Unless otherwise agreed upon prior to signing QF¹⁸ and RC²⁰, payments are expected and assumed to be prepaid²⁴ via any following acceptable forms of payment: PayPal, cash, check, ACH/direct deposit, or wire transfer.*

Collect²⁵ Full cash payment to driver⁵ is required upon arrival at receiver⁴. Cargo¹⁰ will not be unloaded⁹ until BOL²¹ have been signed by receiver⁴.

▶ *Unless otherwise agreed upon prior to signing QF¹⁸ and RC²⁰, payments are expected and assumed to be prepaid²⁴ via any following acceptable forms of payment: PayPal, cash, check, ACH/direct deposit, or wire transfer.*

Invoice²⁶ Receipt document sent to customer¹ after QF¹⁸ and RC²⁰ have been signed, and shipment has been completed or cancelled. Invoice document lists itemized outstanding or previously settled amount(s) due to Prince Freight LLC for services rendered or lack thereof. Invoices will be sent to customer¹ within 48 hours of delivery⁷ to customer's¹ email listed on QF¹⁸ and / or RC²⁰. Amount(s) listed are due within 30 days or less upon delivery⁷. If not paid within 30-day term, customer¹ will be responsible for additionally compounding late payment^{17g}. Consecutive requests for payment from customer¹ will be sent via email no more often than once per day and no less often than once per week until received.

Reimbursements²⁷ Cost paid to either shipper or receiver at location for item(s) upon Driver⁵ arrival. Any amount paid by Driver⁵ to help facilitate a transaction must be reimbursed in cash only upon arrival at location of quoted party.