



# 3M Express Shippers LLC Transportation Agreement

Terms and Conditions 3M Express Shippers LLC Transportation (the "Company") Transportation Agreement, (the "Agreement") you and the person or entity (the "Customer") accept all of the terms and conditions of service (the "Terms") stated herein.

## Owner/Agent booking shipment\*

First Name                      Last Name

## Email \*

example@example.com

## Address \*

Street Address

Street Address Line 2

City    State / Province

Postal / Zip Code

## Phone Number\*

Please enter a valid phone number.

## Desired Hauling Date\*

## Return Trip Date (only complete if you are booking a round trip)

**Is your desired hauling date....\***

- Set/Specific
- Felexible
- Very Flexible

**Vehicle description, Vin# Is a Copy of Bill of Lading included?\***

**Pick up Contact and phone number\***

**Pick up/Point of Origin Addresses \***

Street Address

Street Address Line 2

City State / Province

Postal / Zip Code

**Delivery Contact and Phone number\***

**Delivery/Point of Destination Address\***

Street Address

Street Address Line 2

City State / Province

Postal / Zip Code

**Any Additional Services or Special Instructions. Are there road restrictions for a 53' truck and**

**trailer to access for loading or unloading? Is there an alternate address that is a larger area to pickup/drop off?\***

**I. DEFINITIONS**

- A. "Additional Services" means any additional requested services ordered by the Customer such as, guaranteed pick up date, covered transport, additional personal belongings, etc.
- B. "Bill of Lading" means a document provided by the Customer to the Company at delivery documenting the details of the Shipment and its condition, Point of Origin, Destination and other details regarding the Order. Bill of Lading can serve as a receipt or a contract between the Carrier and Customer.
- C. "Company Inspection Form" means an inspection report, shipping order or similar document provided by the Company at point of Origin and/or Destination to Customer.
- D. "C.O.D." means collect on delivery or payment on delivery.
- E. "Customer" means the individual, company or other entity, including its agents and representatives, ordering the transportation of Shipment.
- F. "Customer's Agent" means an individual over the age of eighteen (18) years old, designated by Customer to act on Customer's behalf or as an agent.
- G. "Destination" means the Shipment drop off location designated by the Customer or as later modified by mutual agreement between Company and Customer prior to delivery.
- H. "Inoperable" means a state or condition in which a Shipment cannot function or be driven for any reason including but not limited to its parts having been removed, altered, damaged or deteriorated such parts including but not limited to engine, transmission, wheels, steering mechanism, brakes, tires, etc.
- I. "Order" means Customer's request for Company to arrange for the transportation of Customer's Shipment.
- J. "Point of Origin" means the Shipment pick up location designated by Customer or as later modified by mutual agreement between Company and Customer prior to transport.
- K. "Shipment" means the Customer's property, an automobile or motorized vehicle – arranged for transportation in accordance with these Terms.
- L. "Quote" means a document provided by the Company to the Customer documenting the details of the Shipment and its condition, Point of Origin, Destination, and estimated fees for Shipment of and other details regarding the Order.

**II. SERVICES**

- a. Upon Customer's request, Company will transport Customer's Shipment subject to these Terms. Company reserves the right, in its sole discretion, to refuse or cancel any Order at any time.
- b. Company's services are deemed completed when Company has accepted Customer's Order.
- c. Company shall provide Customer with an estimated pickup and estimated delivery date; however, delays may occur prior to, and/or during transport due to weather or road conditions, mechanical problems, and other causes that are beyond Company's control. Company cannot and does not guarantee delivery dates or times. Customer agrees that Company is not - responsible or liable for any losses or expenses caused by delays of any kind or for any reason.

**III. PICKUP AND DELIVERY OF SHIPMENT**

- a. Customer understands and accepts that a change to Point of Origin and/or Destination may be necessary due to municipal zoning restrictions, road conditions, road closures, low hanging trees, low hanging wires, narrow streets, residential area restrictions, etc.
- b. If the Company is unable to access the Point of Origin or Destination, Customer agrees to meet the Company at an

alternate location in order for the Company to safely pick up or drop off the Shipment. c. Customer must be present at the Point of Origin and Destination for the pickup and/or delivery of a Shipment, or Customer must designate a Customer's Agent if Customer is unavailable for any reason.

d. At the time of pickup at the Point of Origin, Customer or Customer's Agent agrees to 1) carefully inspect the

Shipment with the Company for pre-existing damage, and 2) acknowledge the condition of the Shipment by a)

noting any pre-existing damage on the Company Form or Bill of Lading, b) signing the Company Form or Bill

of Lading, and c) requesting a copy of same from the Company. Customer or Customer's Agent is also urged

to photograph the Shipment from all angles at the Point of Origin. e. At the time of delivery at Destination, Customer or Customer Agent agrees to carefully inspect the Shipment in the presence of the Company for possible transit damage and clearly notate any new damage as exception on the Bill of Lading. Customer or Customer's Agent agrees to sign and require a final copy of the Bill of Lading signed by the Company to serve as a final Shipment condition report, especially in case of a dispute with the Company.

Again,

Customer or Customer's Agent is urged to photograph the Shipment from all angles prior to signing the Bill of

Lading.

f. Customer understands and accepts that Customer's or Customer Agent's signing of the Company Form at

Destination without any notation of any damage regardless of the lighting or weather conditions at the time

of inspection, will serve as confirmation that Customer received the Shipment at destination in satisfactory condition and that Company will have no further responsibility.

#### IV. CUSTOMER'S RESPONSIBILITIES

a. Accuracy of Information. Customer is responsible to ensure the accuracy of the details including the description

of the Shipment (year, make, model, body style, trim, etc.), Point of Origin, Destination, fees, and special instructions

in the Order Confirmation, and as applicable, on the Company Form, or other required documents. Any changes or

corrections to the Shipment description or any other changes to an Order may result in additional fees or cancellation of the Order. Customer waives all claims against Company for any additional charges or cancellation

if the Shipment does not match the Shipment listed in the Order Confirmation.

b. Shipment size and condition. Customer shall inform Company about the Shipment's size and condition at the

time of booking and prior to the pick up date. Customer understands and accepts that if the Shipment is or becomes

inoperable during the transit, or if the Shipment (i) is modified with features including but not limited to aftermarket

spoilers, lowered chassis, height modifications, etc., (ii) is oversized due to but not limited to dual or oversized wheels, extra-large tires, racks, lifted chassis (iii) is a large vehicle such as a limousine or a hearse, then the Company may charge additional fees to transport such Shipment or refuse to transport the Shipment altogether.

c. Preparing Shipment. Customer understands and accepts that Customer is responsible for preparing the Shipment

for transportation. Customer must either secure or remove all loose parts, fragile accessories, low hanging spoilers,

etc. prior to shipment. Customer must remove all non-permanent, outside mounted luggage and other racks prior

to shipment. Shipment must be tendered to Company in operable condition with no more than a quarter (1/4) tank

of fuel. Customer is responsible for any damages, losses and claims to the Shipment, other vehicles and/or

persons

which are caused by any part of the Shipment that becomes loose or detached during the transport.

d. Alarm. Customer must disarm any alarm system installed in the Shipment or provide clear instructions for disengaging it to the Company. In the event such alarm is activated during the transit, and there are no keys or instructions to turn it off, Company may be forced to silence alarm by any reasonable means available and without

recourse by Customer.

e. Personal Property. Customer must notify Company of personal property in the Shipment at the Point of Origin

prior to loading of the Shipment. Customer understands and accepts that the Company has the right to reject any

personal property in the Shipment if transporting such personal property is unsafe or violates the law.

Customer is

advised not to leave any valuable articles in the Shipment. Customer understands and accepts that the Company

is not liable for personal items of any kind and value left in the Shipment, or for damage to of personal items. If

Customer puts personal property in the Shipment, Customer does so at Customer's own risk.

f. Prohibited Items. Customer understands and accepts that Customer is expressly prohibited from loading any

explosives, guns, ammunition, weapons, flammable products, live pets, live plants, any contraband, drugs or narcotics, alcoholic beverages, and or any illegal goods in the Shipment. Customer understands and accepts that

upon discovery, such prohibited items and/or the Shipment may be confiscated or disposed of by law enforcement,

or the Company and the Order may be cancelled in entirety without any compensation to Customer, and Customer

will be solely responsible for any fees, fines, damages, or other liabilities arising from a violation of this Section.

## V. COMPANY RESPONSIBILITIES

a. Company will commence transportation of Shipment within twenty-four (24) hours of notification by Customer or

Customer's agent to deploy said transportation.

b. Company shall (i) pick up and deliver Customer's Shipment as close to Customer's door or Customer's designated

Point of Origin and Destination as legally and safely as possible, (ii) transport the Shipment in a commercially reasonable manner and, (iii) secure and cover Shipment scheduled for transportation.

c. Company shall (i) maintain insurance of all vehicles deployed under this agreement and will furnish proof of such

insurance upon request by Customer, and (ii) is responsible for all fuel and maintenance of transportation vehicles.

Service Provider will arrange for the security of all trucks on transit as well as work with local officials to secure the

overall security of all trucks during transit.

d. Company may issue a Company Form, receipt or Bill of Lading at the Point of Origin and/or Destination. Customer

or Customer's Agent agrees to read such Company Form carefully as it may constitute a contract of transportation

as between Customer and Company and Customer will contact Company with any disputes or questions regarding

such documents.

## VI. FEES AND PAYMENT

a. Customer agrees to pay all amounts due in full for each Order and any Additional Services requested as per the

terms of the Order Confirmation and these Terms without any offsets, chargebacks or reductions by Customer for any actual, pending or unfiled claims, losses, delays, or damages.

b. Customer agrees to A non-refundable deposit of twenty-five percent (25%) of the total invoice amount is required to hold the transportation date.

c. All payments for the balance due to Company for C.O.D. must be made on or before the delivery of Shipment in the form of cash, cashier's check or money order made payable to the Company Customer WILL NOT use personal checks, debit or credit card when making payments to the Company.

d. Customer agrees to pay for costs of repairs, plus \$55.00 per hour for time to repair the issue and continue safe transit.

e. Any outstanding invoices for Company's services shall accrue an interest rate of one and a half percent (1.5%) per month and Customer shall be liable to Company for all expenses incurred by Company, plus reasonable attorney's fees, to collect any outstanding charges.

f. If Shipment is placed in storage due to Customer's refusal to pay the fees or accept delivery from the Company for any reason, then the Shipment may be placed in storage at Customer's expense and subject to Company's lien for transportation charges until Customer pays in full the outstanding balance. Any and all storage and redelivery charges will be the responsibility of Customer.

#### VII. CANCELLATION AND REFUND POLICY

a. Customer may cancel an Order at any time at no cost or cancellation fees as long as the Order has not yet been accepted by a Company. If the Order is canceled for any reason after a Company accepts the Order, such reasons including but not limited to Customer canceling an Order, Company canceling an Order due to the Customer's breach of these terms or if the Company is denied pick up of the Shipment for any reason when the it arrives at the Point of Origin, then the Customer agrees to pay a minimum of one hundred and fifty dollars (\$150.00) for a dry run fee and any other vendors contracted to fulfill Customer's Order.

b. Customer is entitled to a refund for only the unfulfilled portion of the services. If Additional Services were paid for but not rendered for any reason and the Shipment was delivered, the sole remedy for the Customer shall be a refund for the unfulfilled portion of the Additional Services fees.

c. Cancellation of an Order by Customer must be submitted in writing via email sent to CompanyEMAILADDRESS.com. Cancellations made via telephone, text, chat or any other medium will not be accepted by Company.

#### VIII. LOSS, DAMAGE OR DELAY CLAIMS

a. If Customer has a claim for loss or damage to a Shipment, then Customer understands and agrees that it is Customer's responsibility to file any claim directly with the Company.

b. If Customer decides to file a claim against the Company, Customer must promptly report such claim to Company no event later than 48 hours of the delivery.

IX. FORCE MAJEURE. Customer understands and agrees that Company is not liable for any cargo loss, delays or damage caused by or due to any acts or omissions that are out of Company' control including but not limited

to damage caused by weather conditions including hail, storm or other acts of God, riots, war, riots, strikes, political unrest, acts of terrorism, loose, worn, or broken parts of a Shipment, personal items in the Shipment. Where one or both of the contracting individuals becomes unable to perform their obligations under the terms of this Agreement, then no party shall be held responsible for termination of the Agreement. Customer is then responsible for the calculation of payment at the rate per mile up to the point where transportation was interrupted

X. INDEMNIFICATION. Customer agrees to indemnify, defend and hold Company and their employees, officers and directors harmless from and against any and all losses, liabilities, damages, payments, settlements, judgments, penalties, fines, expenses, (including attorneys' fees), and costs, suits, actions and claims (whether actual, potential, threatened or pending), brought by any person or entity, including damages for injury or death of persons and/or damage to property, including real property and/or the environment, claim liability and damages, arising from the acts or omissions of Customer, its agents, employees or representatives.

XI. LIMITATION OF LIABILITY.

a. The total cumulative liability of Company for any and all claims and damages, whether arising from statute, contract, tort or otherwise, shall not under any circumstances exceed the total fees paid by Customer for Company's services under the respective Order Confirmation.

b. EXCEPT AS OTHERWISE PROVIDED HEREIN, COMPANY MAKES NO WARRANTIES FOR ANY OF ITS SERVICES AND HEREBY DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF TITLE, NON- INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE.

c. UNDER NO CIRCUMSTANCES WILL COMPANY BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING DAMAGES FROM LOSS OF BUSINESS, LOST PROFITS, LITIGATION, OR THE LIKE), SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN ANY WAY RELATING TO A SHIPMENT OR THESE TERMS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

XII. ARBITRATION. In the event Company is unable to resolve a Customer dispute, claim or controversy arising out of or relating to these Terms, an Order, Company's services, or any other Customer engagement with ("Dispute") including Disputes that accrued before Customer accepted these Terms, then Customer agrees to resolve all such Disputes through mandatory arbitration.

XIII. MODIFICATION. Neither this Agreement nor any provision hereof shall be modified, discharged or terminated except by an instrument in writing signed by the parties.

XIV.

INDEPENDENT CONTRACTOR. Company shall be an independent contractor with respect to Customer, and nothing herein contained shall be construed to be inconsistent with such relationship or status.

XV. SEVERABILITY. The invalidity or unenforceability of any provision of these Terms shall not affect the validity or

enforceability of any other provisions herein.

XVI. ENTIRE AGREEMENT. These Terms supersede all prior written or oral representations and constitute the entire Agreement between Customer and Company and may not be modified by except in writing by Company. Customer has read these Terms in their entirety and by continuing with the transaction, fully understands and agrees to them. Customer waives any claims or defenses based in whole or in part on Customer not having read, not knowing, or not understanding these Terms.

Print Name: \_\_\_\_\_

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

Signature: \_\_\_\_\_