



**DOUBLE A TRANSPORTATION
SERVICES, LLC
SHIPPER TERMS AND CONDITIONS**

Issued By:
Double A Transportation Services, LLC
922 Hwy 81 E, Suite 255
McDonough, GA 30252

INTRODUCTION

Double A Transportation Services, LLC ("DATS") is licensed as a Property Broker by the Federal Motor Carrier Safety Administration in Docket Number MC-433286. Shippers wishing to use DATS to arrange for the transportation of their freight ("Shippers") must enter into a written contract tendering certain shipments from time to time. All shipments arranged by DATS other than those transported pursuant to a contract as referenced above are subject to these Terms and Conditions and any succeeding issues thereof. Contracts which are silent as to any of the provisions contained in these Terms and Conditions will be interpreted according to these Terms and Conditions and succeeding issues thereof.

If you have any questions regarding the use of DATS brokerage services or regarding these Terms and Conditions, please call our office at (706) 400-6744.

**DOUBLE A TRANSPORTATION SERVICES, LLC RESERVES THE RIGHT TO
CHANGE AND/OR DISCONTINUE ANY OF THE PROVISIONS SET FORTH HEREIN
BY ISSUING NEW TERMS AND CONDITIONS AND
PUBLISHING IT AT**

<http://www.doubleatransportationservices.com>

1. **BROKER.** DATS represents and warrants that it is duly and legally qualified to operate as a property Broker and to provide the transportation services contemplated herein. DATS agrees to comply with all federal, state, and local laws regarding the provision of such brokerage services. The parties understand and agree that DATS functions as an independent entity, and not as a carrier, in selling, negotiating, providing and arranging for transportation for compensation and that its agents and/or employees are under broker's exclusive management and control, and that Shipper neither exercises nor retains any control over broker, its operations, agents or employees in any manner whatsoever.
2. **EXTENSION OF CREDIT.** DATS may extend credit to those Shippers who, in the sole judgement of DATS, are good credit risk. All charges will be billed and paid in U.S. Dollars. The charges and rates for each shipment shall be provided in a rate agreement. The parties agree that the charges invoiced by DATS shall be the agreed upon contract rate of the parties for the services provided, unless such payment is objected to by Shipper within ten (10) days of the invoice date.
 - a) Shipper agrees to pay DATS within thirty (30) days of receiving the invoice.
 - b) Interest will accrue after 30 days of an unpaid invoicing at a rate of (1.5%).
 - c) Shipper shall also be liable for any expenses, including attorney fees, DATS incurs in collecting its rates and charges.
3. **SHIPPER OBLIGATIONS.** Shipper shall prepare and properly package all shipments appropriately for transportation by motor carrier and Shipper warrants that any trailers or equipment tendered for transportation are not overweight or over-dimension. Shipper shall ensure that the carriers arranged by DATS shall have access to loading and unloading facilities for shipments and that all such facilities shall be maintained in good and safe condition and in compliance with all applicable laws and regulations. Shipper shall waive and release DATS from any and all liability for any loss or damage or injury to Shipper property, Shipper personnel, or Shipper facilities.
4. **LIMITS OF LIABILITES.** DATS shall make reasonable efforts to place Shipper's loads with responsible carriers for the purposes of transporting the loads with reasonable dispatch under the direction of Shipper. Under no circumstances shall DATS be held liable for any special, indirect, or consequential damages, regardless of the existence of reasonable foreseeability, unless such liability is specifically and explicitly assumed in writing prior to shipment by an executive officer of DATS. However, the parties understand and agree that DATS, makes no express or implied warranties or guarantees concerning delivery time or the locating of a carrier to provide the transportation services

requested by Shipper. Shipper shall be responsible to DATS for timely and accurate delivery instructions and description of the cargo, including any special handling requirements, for any shipment.

5. **BILLS OF LADING.** All shipments for which DATS arranges transportation shall move under and be governed by the terms and conditions of the Standard Truckload Bill of Lading, regardless of any other form or receipt which may be issued by the consignor, and whether or not signed by a driver or agent of the carrier or of DATS. Non-conforming bills of lading shall be a receipt for goods only. Carrier, not DATS, is to be named on the bill of lading as “carrier of record” and any designation of DATS as the “carrier” shall be of no effect. Shipper’s or carrier’s insertion of DATS’s name on the bill of lading shall be for Shipper convenience only and shall not change DATS’s status as a property broker. In the event of a conflict between the bill of lading terms and these Terms and Condition, these Terms and Conditions shall prevail. Upon request of Shipper, DATS shall require all carriers to obtain a delivery receipt from the consignee, showing the products delivered, condition of the shipment and the date and time of such delivery.
6. **DELAY.** DATS shall not be liable for delay, or for damages arising from delay, for any reason and/or under any circumstances, unless agreed to between the parties prior to shipment tender in writing and signed by an authorized representative of DATS. DATS agrees to notify Shipper of any accident or other event which prevents carrier from making a timely or safe delivery.
7. **FORCE MAJEURE.** Neither party hereto will be liable for the failure to tender or timely transport freight under these Terms and Conditions if such failure, delay or other omission is caused by strikes, acts of God, war, accidents, civil disorder, or through compliance with legally constituted order of civil or military authorities.
8. **TRANSPORTATION OF FOOD.** Notwithstanding any other provisions of these Terms and Conditions, with respect to any food intended for human or animal consumption (“Food”) with respect to which services are provided by DATS, the provisions of this section shall apply and supersede to the extent in conflict with any other terms and conditions maintained in these Terms and Conditions.

(a) **Notice of Consignments Containing Food.** Any Shipper tendering, receiving or otherwise requesting services with respect to any shipment consignment containing Food shall, at the time of the initial request for services with respect to the individual consignment in question is made, provide written notice to DATS that the consignment contains Food (hereinafter, the “Notice”), which Notice must also include any special instructions or handling requirements to be imposed on the underlying motor carrier, including, but not limited to, any requirements related to condition, design, maintenance or type of transportation equipment; sealing of trailers; cross-contaminant restrictions; segregation/isolation of Food consignments; records relating to equipment (such as prior use or cleaning); temperature range requirements; temperature records (including method of measuring, monitoring and documenting temperature); pre-cooling requirements; required transit-times, etc., (any such instructions, hereinafter the “Specialized Instructions”) regardless of whether such requirements are imposed by private parties or by any applicable law, rule, regulation. Temperature requirements must be stated solely in degrees Fahrenheit. Any such Notice shall specifically identify the consignment to which it relates and in no event shall any Notice purporting to apply to multiple consignments (including any Notice purporting to apply to any specifically enumerated commodities, any category of commodities, or commodities moving to or from specified locations) be binding on DATS or otherwise apply to services provided by DATS, regardless of whether receipt of such general Notice has been confirmed by DATS. BY REQUESTING SERVICE WITH RESPECT TO ANY SHIPMENT OF COMMODITIES, SHIPPER WARRANTS AND REPRESENTS THAT IT HAS INSPECTED THE CONVEYANCE IN QUESTION AND DETERMINED THAT THE EQUIPMENT IS IN COMPLIANCE WITH ANY APPLICABLE STANDARDS APPLICABLE TO THE COMMODITIES IN QUESTION. ANY THIRD PARTY MAKING SHIPPER’S COMMODITIES AVAILABLE FOR IS FULLY AUTHORIZED TO ACT ON BEHALF OF

SHIPPER WITH RESPECT TO DETERMINING WHETHER THE TENDERED CONVEYANCE IS SUFFICIENT TO MEET SHIPPER'S REQUIREMENT. SHIPPER ACKNOWLEDGES AND AGREES THAT, AS BETWEEN IT AND DATS, SHIPPER IS SOLELY RESPONSIBLE FOR IDENTIFYING AND IMPOSING ANY SPECIALIZED INSTRUCTIONS AND DATS SHALL HAVE NO OBLIGATION TO ARRANGE ANY SPECIAL HANDLING OR SERVICES WITH RESPECT TO ANY CONSIGNMENT, INCLUDING ANY CONSIGNMENT CONTAINING FOOD, UNLESS SHIPPER HAS PROVIDED NOTICE OF SPECIALIZED INSTRUCTIONS IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION, AND DATS HAS CONFIRMED RECEIPT OF SUCH NOTICE IN WRITING. FURTHERMORE, DATS' SOLE RESPONSIBILITY WITH RESPECT TO ANY SUCH SPECIALIZED INSTRUCTION IS LIMITED TO PROVIDING SUCH SPECIALIZED INSTRUCTION TO THE UNDERLYING CARRIER. DATS IS NOT LIABLE FOR THE CONDITION OR THE EFFECTS OF USE OF ANY TRANSPORTATION EQUIPMENT (INCLUDING PALLETS, TOTES, PACKAGING, ETC.).

(b) Failure to Comply with Written Instructions. ANY FAILURE OR ALLEGED FAILURE BY THE UDERLYING CARRIER TO COMPLY WITH SPECIALIZED INSTRUCTIONS PROVIDED AND ACKNOWLEDGED IN ACCORDANCE WITH THE PROVISIONS OF THESE TERMS AND CONDITIONS SHALL NOT, IN AND OF ITSELF, RESULT IN ANY PRESUMPTION THAT THE CONSIGNMENT IS UNSAFE, CONTAMINATED, ADULTERATED, OR OTHERWISE UNFIT FOR ITS INTENDED PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT WILL LACK OF THE ORIGINAL SEAL AT THE TIME OF DELIVERY RESULT IN ANY PRESUMPTION THAT THE CONSIGNMENT IS UNSAFE, CONTAMINATED, ADULTERATED OR OTHERWISE UNFIT FOR ITS INTENDED PURPOSE. TO THE EXTENT NOT OTHERWISE PROHIBITED BY LAW, SHIPPER CONFIRMS ITS OBLIGATION TO MITIGATE DAMAGES.

9. **FREIGHT CLAIMS.** In the event of a cargo loss, damage or shortage claim, Shipper agrees to notify DATS immediately by phone and to subsequently submit to DATS a written claim, fully supported by all relevant documentation, including but not limited to the signed delivery receipt, listing the nature and cause of the claim for cargo damage within twenty (20) days following the date of delivery. No claims or allowances for shortages, damage or delay will be considered unless clearly noted on the delivery receipt or bill of lading signed by the consignee at delivery. DATS assumes no liability for cargo loss, damage, or shortage. However, DATS agrees to submit, negotiate and settle all cargo claims with the responsible carrier and to keep Shipper advised of the status of all such claims. Upon request by Shipper, DATS shall assign its rights against the carrier to Shipper. Nothing herein shall be construed to restrict any right or cause of action Shipper may have against any carrier involved with the transportation of Shipper's shipment.
10. **INDEMNIFICATION.** Shipper shall defend, indemnify and save DATS, its affiliated entities, and the directors, officers, employees and agents of DATS from and against any and all damages, losses, costs, expenses, claims, demands, liabilities, suits, or actions (including reasonable attorney fees) arising out of injuries to or the death of any person(s), or arising out of loss or damage to the property of any person(s), arising out of or resulting from the negligent acts or omissions or willful misconduct of Shipper or any of its agents, subcontractors, or employees.
11. **CHOICE OF LAW AND VENUE.** These terms and conditions shall be subject to and interpreted in accordance with the laws of the State of Georgia with the exception of any conflicts of law rules thereof. Exclusive jurisdiction shall be in the State and Federal courts with venue in McDonough, Henry County, State of Georgia in any action to interpret or enforce these Terms and Conditions
12. **WAIVER.** If DATS fails to enforce, or waives the breach of any term or condition herein, such action or inaction shall not operate as a waiver of any other breach of such term or condition, nor of any part of these Terms and Conditions, nor of any other rights, in law or equity, or of claims which DATS may have arising out of, connected with, or related to these Terms and Conditions. The language of these

Terms and Conditions shall be construed according to its fair meaning and shall not be construed against the party or parties drafting it.

13. **SEVERABILITY**. If any provisions of these Terms and Conditions are declared invalid by a court of competent jurisdiction, the remainder of these Terms and Conditions shall remain in full force and effect.