

NOTICE TO CUSTOMER OF RATES, CLASSIFICATIONS, RULES AND PRACTICES

Customer Rules and Obligations including TARIFFS addressing Liability Limitations

BY HIRING OR SCHEDULING SPITALE TRANSPORTATION A SERVICE PROVIDER, CUSTOMER AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS.

- 1: Customers must immediately notify Spitale, Inc. / Spitale, Co. of any changes in ownership, name, address, phone number, or negative change in financial condition.
- 2: If granted credit, Customer agrees to pay its freight bills within 21 days of invoice date.
- 3: Customers represent and warrant that its Company's financial condition is satisfactory and the Customer will meet all financial obligations.
- 4: Customer authorizes the release of credit information to Spitale, Inc. / Spitale, Co. which will be held in strict confidence.
- 5: Customer agrees that its account will become C.O.D., if it fails to pay within terms.
- 6: Customer acknowledges that amounts past due will be charged interest at the maximum legal rate.
- 7: If legal collections are required, Customer will reimburse Spitale, Inc. / Spitale, Co. for all of its collection costs.
- 8: Customer agrees that the individual signing documents with Spitale is an authorized representative of the company and has the authority to execute all documents.
- 9: Customer accepts that under no circumstances will Spitale, Inc. / Spitale, Co. accept a 3rd party bill or "freight collect shipments" without prior approval. If a 3rd party bill is accepted then Customer accepts responsibility to pay the bill under normal terms if bill becomes overdue. Customer does hereby waive any right to offset any claim for loss or damage against any invoiced bill from Spitale, Inc./Spitale, Co. for goods or services. Any claim for loss or damage may be asserted by Customer in accordance with any rights it may otherwise have at contract or law, but shall not be offset or otherwise such amounts comprising the claim, withheld by Customer against any outstanding bill.
- 10: Customer accepts that verbal quotes are binding and it is Customer's responsibility to produce written documentation faxed or mailed from Spitale, Inc. / Spitale, Co. to prove Spitale, Inc. / Spitale, Co. incorrect for any disputed charges.
11. High Value Shipments: Any shipment with a value in excess of \$100,000 must be declared prior to pick up. In the absence of a written declaration of high value, accepted contractual obligation, or other written notification so accepted by an Officer of Spitale, Inc. / Spitale, Co., Customer waives any cargo claims that it may have against Spitale and in no case shall Spitale's maximum liability for any cargo claims ever exceed \$100,000 per truckload. If Customer declares a high value shipment prior to pick up and Spitale agrees to the pick up, Customer will have the opportunity to purchase increased insurance over the \$100,000 limit.
12. Spitale does not accept any liability for late delivery or other liability arising from its operations unless such liability is stated and accepted in writing by an officer of Spitale prior to such delivery. Company shall assert any claim against Spitale related to a truckload within nine (9) months of delivery of the respective

truckload. Any claims not so asserted shall be deemed waived by Company. Company shall indemnify and hold Spitale harmless, without limitation, for any and all claims asserted by 3rd parties that relate to the services provided by Spitale to Company after the expiration of this nine (9) month period described herein. Furthermore, if claims are properly asserted during the nine (9) month period, any lawsuit for cargo damage must be filed within two (2) years of the written denial of the claim.

13. Claims governance shall be handled in accordance with the following policy depending on their transport by either a Spitale, Co. (truck line) truck or a Spitale, Inc. (brokered truck) truck.

a) Spitale, Co. (truck line) shall process all legitimate claims in accordance with accepted industry standards and company SOG and make its best efforts to provide the claimant with an acceptable settlement.

b) Spitale, Inc. (brokered truck) shall ASSIST its customer at its sole discretion in processing a claim against the outside carrier and at its sole discretion shall assist in pursuing an acceptable settlement between its customer and the outside carrier but Spitale, Inc. does not guarantee the outcome or accept any liability in such pursuit or the event in question. Spitale, Inc. does maintain “insurance” over the carrier’s insurance policy but does not guarantee the continuity or quality of that insurance.