

## **NOTICE TO CUSTOMER OF RATES, CLASSIFICATIONS, RULES AND PRACTICES**

### **Customer Rules and Obligations including TARIFFS addressing Liability Limitations**

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

1. Customers must immediately notify Spitale 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 financial condition is satisfactory and the Customer will meet all financial obligations.
4. Customer authorizes the release of credit information to Spitale 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 for all of its collection costs.
8. Customer agrees that the individual signing documents with Spitale is an authorized representative of the Customer and has the authority to execute all documents.
9. Customer accepts that under no circumstances will Spitale accept a third party bill or "freight collect shipments" without prior approval. If a third party bill is accepted then Customer accepts responsibility to pay the bill under normal terms if bill becomes overdue.

10. Customer accepts that verbal quotes are binding and it is Customer's responsibility to produce written documentation faxed or mailed from Spitale to prove Spitale incorrect for any disputed charges.

11. High Value Shipments. Each individual shipment with a value in excess of \$100,000 must be declared, in writing, prior to pick up. In the absence of such written declaration, Spitale shall be liable for no more than \$100,000 per shipment. 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. LTL shipments are capped at a value of \$50,000 for each shipment and must be declared, in writing, prior to shipment or no cargo claim coverage is offered.

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. Customer 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 Customer. Customer shall indemnify and hold Spitale harmless, without limitation, for any and all claims asserted by third parties that relate to the services provided by Spitale to Customer 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.

14. Rigors of Transport. Cargo must be able to withstand the stress of transport, including, without limitation, wind, rain, vibration, and securement requirements without being damaged. Such inability of the cargo, or defectiveness of the packaging, which

results in or causes or allows damage to the cargo will not be accepted by Spitale as a payable cargo claim.

15. Non-tracked Cargo. It is Customer's responsibility to accurately record the exact cargo loaded on each truck. It is strongly recommended that a pickup number system be in place to assure cargo is secure and loaded on the correct truck. Customer should keep records of the tractor or trailer license number attached to each bill of lading or shipping ticket. If Customer inadvertently loads cargo on a non-authorized truck, Spitale is not liable for the cargo or any related cargo claims. Additionally, in lot shipment, Customer must specifically identify which truck the cargo was loaded onto in order to file a claim. It is Customer's responsibility to establish a system to prevent the unauthorized loading of cargo and to keep thorough records of the cargo loaded on specific trucks.