

Terms & Conditions

Terms of Use

These TERMS and CONDITIONS (the "Terms and Conditions") are agreed by the parties to be the terms and conditions governing the relationship between the Customer (as hereinafter defined) and ATTS Logistics LP (the "Company"). Customer acknowledges and agrees that consent to these Terms and Conditions is a condition precedent to the Company's obligations hereunder:

Identification of ATTS Logistics LP. The Company is a non-asset based freight company, commonly known as a freight broker. The Company is licensed by the Federal Motor Carrier Safety Administration (FMSCA) as required by law. THE COMPANY IS NOT A FREIGHT CARRIER. The Company reserves the right, in its sole discretion, to refuse any shipment at any time.

1. Definitions.

(a) Customer. The term Customer, as used herein, shall refer to any person or entity enrolled in the Service. With respect to a given transaction, the Customer shall be the person or entity from whose account the order is made.

(b) General Rules Tariffs. The term General Rules Tariffs, as used herein, shall refer to the terms and conditions of carriage imposed by each carrier with respect to shipments made with such carrier.

(c) Service. The term Service, as used herein, shall refer to the online brokerage service provided by ATTS Logistics LP.

2. Credit Report. Customer authorizes ATTS Logistics to credit check Customer before enrollment due to Customer entering Company's Website, or contacting Company by other means. Customer hereby authorizes company to perform credit checks of Customer based on the information provided at the time of enrollment or thereafter and acknowledges that the results will be used by Company to determine whether and to what extent credit will be extended to Customer.

3. Enrollment. In order to utilize the Service, Customer must provide Company with any and all information requested by Company. Upon receipt of the required information, Company may perform a credit check of Customer and determine, in its sole discretion, whether to enroll Customer in the Service. In the event that Company elects to enroll Customer, Customer shall receive a password in order to access the Service. Customer is responsible for any and all use of the Service utilizing Customer's account.

4. Termination. Company may terminate Customer's enrollment in the Service at any time, in Company's sole discretion.

5. General Rules Tariffs. The General Rules Tariffs, set forth by the carriers, will in every instance take precedence in all legal proceedings and when applicable, will take precedence over the Company's Terms and Conditions stated herein. If not in conflict with the carrier's General Rules Tariff, the Company's Terms and Conditions as stated herein shall control. Where a Customer enters into a separate contractual agreement with the Company, any conflicting terms in that agreement will take precedence over these Terms and Conditions.

6. Bill of Lading

(a) All Bills of Lading are NON-NEGOTIABLE and have been prepared by the enrolled Customer or by the Company as Customer's agent on behalf of the Customer and shall be deemed, conclusively, to have been prepared by the Customer and to bind Customer. Any unauthorized alteration or use of Bills of Lading or tendering of shipments to any carrier other than that designated by the Company, or the use of any Bill of Lading not authorized or issued by the Company shall void the Company's obligations to make any payments relating to the shipment and void all rate quotes. If Customer does not correctly complete all documents necessary for carriage, Customer hereby instructs Company, where permitted by law, to complete, correct, or replace the documents at Customer's expense. Company is not obligated to do so. Customer agrees that Company is not liable to Customer or any third party for any action taken on behalf of Customer.

(b) Pickup and Delivery. The Company will be the only entity contacting the carrier regarding pickup and/or delivery of shipments. Customer, Shipper, or Consignee will not contact carrier for any reason. Pickup and Delivery are the sole responsibility of the Company.

7. Rate Determinations

(a) Truckload. Truckload rates are based on dock door pickup/dock door delivery and shipper load/consignee unload and are state to state and mileage based. Additional fees may apply for tractor detention, trailer detention, and driver assistance. In the event that Customer fails to tender the load to carrier once the carrier has been contracted to fulfill the pick up Customer agrees to pay to Company a Two Hundred Fifty and no/100 Dollars (\$250.00) cancellation fee/truck not used fee.

(b) Less than Truckload (LTL). LTL rates are based on the freight class pursuant to the National Motor Freight Classification and are weight based.

(c) Online Rater. Online estimates are based on the information that you have provided. Actual shipment weight, class, and origin/destination will take precedence. Rates and charges (including fuel surcharges) are effective on the date of the estimate and are subject to change.

(d) Air. Air rates are based on the greater of actual or dimensional weight (as determined by the carrier), destination, and specific delivery requirements.

(e) Truckload and volume rates are state to state, mileage, weight (actual or density), and commodity or product type based.

(f) Flatbed and Specialized Equipment. Rates are equipment type, state to state, mileage, and weight based.

(g) Estimates. All transit dates and times for any and all shipments moved with Company including pickup/delivery dates and times are not guaranteed by Company and/or carrier. Transit dates and times, delivery dates and times, and pickup dates and times are estimated only. Company and carrier are not responsible for any late charges, labor charges, and any and all charges that Customer will back charge to Company and/or carrier because of perceived late pickup and delivery of any and all shipments. Transit times do not include day of pickup, weekends, and holidays.

(h) Company has the option to move any shipment through its volume LTL Program.

(i) Truckload van or flatbed pickups and/or deliveries to or from airports, construction sites, or convention centers will be spot market quotes. Companies' online quotes will not be used.

(j) If Customer's customer is requesting and/or requests carrier to provide certain services including but not limited to liftgate, inside delivery etc, or any other type of services and does get service approved by Customer and/or Company, Customer will be charged for the service. Service must be documented by carrier, and Customer is responsible to pay Company for the service.

(k) Residential charges. Many times carriers will consider a company that works out of a residence in a light industrial park or a residential area a residential delivery or pickup on the carrier's tariff. Depending on the carrier's tariff a residential charge could apply. If Customer is unsure Customer must call Company to verify and receive e-mail for verification.

8. Customer's Representations and Warranties. Customer represents and warrants that it will comply with all applicable laws, rules, and regulations, including but not limited to customs laws, import and export laws, and governmental regulation or any country to, from, through, or over which the shipment may be carried. Customer further represents and warrants that is has the legal right to engage Company and the carrier to perform the services requested hereunder, and to provide Company and carrier with any and all information and materials necessary or desirable for Company and carrier to perform these services.

9. Payment. Customer shall pay to Company the amount indicated as Amount Due on the payment page of the Service. All payments are due and payable in US Dollars within thirty (30) days of date of invoice (Payment Period). Any amounts not disputed within the Payment Period shall be deemed accepted by Customer. All amounts not paid when due shall be subject to a late fee of One percent (1%) per month or the highest rate of interest permitted by applicable law, whichever is less. In the event that Company is required to engage an attorney or collection agency to collect unpaid amounts from Customer, Customer agrees to pay all attorneys' and collection agency fees incurred. If Customer pays by credit card or electronic funds transfer, Customer agrees that Customer is responsible for all charges payable, including any adjustments, on account of Customer's shipment and that such charges will be automatically debited to Customer's credit card or bank account. These charges include, but are not limited to, any type of "additional services" that are referenced to the Company's Web site and services that are in the General Rules Tariff or the carrier that was used for any and all shipments.

10. Joint and Several Liability. Customer agrees that Customer shall be jointly and severally liable for all charges payable on account of such Customer's shipment, including but not limited to transportation, fuel, and other applicable accessorial charges, including all adjustments issued by the carrier(s) after the shipment, and all duties, customs assessments, governmental penalties and fines, taxes, and Company's attorneys' fees and legal costs allocable to the shipment and/or all disputes related thereto. Customer further agrees that if Customer is acting as an agent for a third party that Customer has full right and authority to do so and the Customer and the party on behalf of whom Customer is acting are jointly and severally liable for all charges payable on account of each shipment.

11. Taxes. Customer shall, in addition to the other amounts payable under these Terms and Conditions, pay all taxes, federal, state, or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated herein. Without limiting the foregoing, Customer shall promptly pay to Company an amount equal to any such items paid, or required to be collected or paid, by Company.

12. Liens. Customer acknowledges and agrees that Company shall have a lien on any shipment for any and all sums due from Customer, whether related to the affected shipment or otherwise. Where Company files a claim with a carrier on behalf of Customer and receives funds as a result thereof (regardless of the nature or designation thereof), the Company has a lien on such amounts and may, in its sole discretion, apply these amounts to any amounts due Company from Customer.

13. Claims. Company will act as liaison and prepare claims for Customer. The Company follows selected carrier's governing General Rules Tariff for determining standard liability cargo insurance coverage. If the affected shipment contains freight with a predetermined exception value, as determined by the selected carrier, the maximum exception liability will take precedence over the standard liability coverage. Customer acknowledges and agrees that payment of all freight charges is necessary in order for the carrier to process claim. Company will assist in the resolution of claims, but Customer agrees that Company has no responsibility or liability therefore.

14. Amendment of Terms and Conditions. Customer agrees that Company may amend these Terms at any time and in its sole discretion. Customer acknowledges and agrees that such amendments shall be effective from the time that they are posted by Company and shall govern any shipments ordered after such time.

15. Privacy Policy. The Company's Privacy Policy, as amended from time to time, is incorporated herein by this reference.

16. Confidentiality. Customer acknowledges and agrees that the information generated by the System for Customer is confidential to Company and will not be disclosed to any third party other than the employees or agents of Customer whose knowledge is necessary to the implementation of the services contemplated hereunder and who Customer agrees to cause to comply with the above confidentiality requirements.

17. Disclaimer or Warranties. To the extent permitted by applicable law, company expressly disclaims all warranties, express or implied, including, without limitation, warranties or merchantability and fitness for a particular purpose.

18. **Limitation of Liability.** Company is not liable for any loss, damage, misdelivery, or nondelivery. Customer agrees that Company's entire liability, if any, for any claim(s) that are made against Company, whether based in contract, negligence, or otherwise, shall be limited to the fees that Company has earned with respect to the affected shipments(s). In no event will Company be liable for any consequential, exemplary, incidental, indirect, or special damages, arising from or in any way related to, these Terms and Conditions or relating in whole or in part to Customer's rights hereunder, even if Company has been advised of the possibility of such damages.

19. **Indemnity.** Customer shall defend, indemnify, and hold harmless the Company, its officers, agents, and employees from and against and all third-party claims, actions, causes of action, liabilities, damages, costs, and expenses, including reasonable attorneys' fees, arising out of or related to any facts or alleged facts which, if true, would constitute a breach by Customer of these Terms and Conditions.

20. **Survival.** Upon the termination of this Agreement, the provisions of paragraphs 8 through 12 and 16 through 21 shall survive.

21. General Provisions

(a) **Entire Understanding.** These Terms and Conditions contain the entire understanding between the parties and supersede all previous agreements.

(b) **Notices.** All notices, requests, consents, and other communication hereunder shall be in writing, and shall be either delivered by hand, made by telex, telecopy, e-mail, or facsimile transmission, sent by overnight courier, or sent by registered mail, return receipt requests, postage prepaid. All notices, requests, consents, and other communication hereunder shall be deemed to have been given if by hand, at the time of delivery thereof to the receiving party, if made by telex, telecopy, e-mail, or facsimile transmission, at the time that receipt thereof has been acknowledged by electronic confirmation or otherwise, if sent by overnight courier, on the next business day following the day such mailing is made, or if sent by registered mail, on the fifth business day following the day such mailing is made.

(c) **Attorneys' Fees.** In connection with any litigation arising out of these Terms and Conditions, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorneys' fees, whether incurred during settlement, at trial, or on appeal.

(d) **Waiver.** The failure of Company at any time to require the performance of any of the provisions herein, shall in no way affect the rights of Company to enforce the same, nor shall the waiver by Company of any breach of any provisions hereunder, be construed to be a waiver of any succeeding breach or as a waiver or modification of the provisions hereof.

(e) **Governing Law: Jurisdiction: Venue.** The parties hereto agree that it is their intention, and covenant, that these Terms and Conditions shall be governed by the substantive and procedural laws of the State of Illinois, without regard to its conflicts of laws provisions. In the event of any litigation arising out of or relating to these Terms and Conditions, each party hereby irrevocably consents to the jurisdiction of the courts of the State of Illinois, or any appropriate federal court located in the district and hereby waive any and all objections to venue in the Illinois Courts.

(f) **Force Majeure.** Any delay in or failure of performance by a party under this Agreement shall not be considered a breach of this Agreement if and to the extent caused by events beyond the reasonable control of such party, including but not limited to Acts of God, embargoes, governmental restrictions, strikes, riots, terrorist attacks, wars, or other military action, civil disorders, rebellion, fires, floods, vandalism, power outages, or sabotage.

(g) **Severability.** Each of the provisions of this Agreement shall be enforceable independently of any other provisions of this Agreement and independent of any other claim or cause of action.

(h) **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the heirs, personal representative, successors, and assigns of the parties hereto.

(i) **Headings.** The headings herein are inserted as a matter of convenience only, and do not define, limit, or describe the scope of this Terms and Conditions or the intent of the provisions hereof.