



LOGISTICS

CUSTOMER RESPONSIBILITIES

- 1. Provide all pickup and delivery details...
2. Disclosure of all constraints...
3. Provide accurate weight, dimensions, and description of products...
4. Liability Coverage - You may be underinsured...
5. We strongly advise the shipper to take pictures...
6. You MUST ensure all goods and materials are packaged...
7. You, or the party receiving the goods, MUST inspect the freight...
8. Damages & Shortages must be reported within 48 hours...
9. You must make certain our BOL is used to avoid being billed...
10. Our Terms and Conditions and Customer's Responsibilities apply...

I understand my goods may have insufficient insurance coverage. Additional insurance through a 3rd Party is available and I was given an opportunity to purchase additional coverage for my freight.

Value of Goods Insurance Quote Accepted Declined

Print Name

Signature

Date

*** Customer Responsibilities, Terms and Conditions, Credit Card Form must be completed, initialed, & signed before your shipment can be picked up.

MI LOGISTICS TERMS AND CONDITIONS

The Customer, Shipper and/or Consignee (hereinafter collectively referred to as "Customer") agrees to these TERMS AND CONDITIONS which no agent or employee of the parties may alter. These TERMS AND CONDITIONS shall apply to this shipment and all future shipments of Customer, unless and until these TERMS AND CONDITIONS are altered or amended by MI LOGISTICS, LLC (hereinafter collectively referred to as "Company"). We reserve the right to alter or amend these TERMS AND CONDITIONS at any time. The Company reserves the right, in its sole discretion, to refuse any shipment at any time.

THE COMPANY IS NOT A FREIGHT CARRIER OR AN AGENT FOR A FREIGHT CARRIER AND DOES NOT HANDLE OR MOVE ANY FREIGHT. THE COMPANY UTILIZES 3rd PARTY CARRIER NETWORKS TO MOVE FREIGHT. THE COMPANY IS NOT RESPONSIBLE FOR ANY TRANSPORT RELATED PROBLEMS, SUCH AS DAMAGES, DUE TO THE CARRIER'S HANDLING OF THE GOODS/FREIGHT. ALL DAMAGE AND SHORTAGE CLAIMS ARE SUBJECT TO THE DECISION OF THE CARRIER. THE CARRIER HAS FINAL SAY ON ALL CLAIMS.

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, that agreement will take precedence over these TERMS and CONDITIONS.

Customer assumes all responsibility for the preparation and accuracy of the information provided to the Company and the Carriers. Customer assumes all responsibility for complying with any applicable laws, both foreign and domestic, governing the transport of goods, including all export and import requirements imposed by law on your shipping activity.

1. Terms of Payment

Customer is required to prepay for all shipments with a valid credit card prior to pickup. Customer agrees they will be responsible for all charges payable, including any adjustments by the carrier related to inaccurate information, on account of such Customer's shipment. The Company reserves the right to amend or adjust the original quoted amount or re-invoice the Customer if the original quoted amount was based upon incorrect information received at the time of the original quote, if additional services by the carrier were required, or as otherwise necessary to perform the pick up, transportation and delivery functions therein. These charges and adjustments, if any, will be automatically debited to the Customer's credit card or bank account.

Credit terms will be subject to approval of Customer's credit worthiness as determined by the Company. When credit has been extended, net payment shall be due 15 days from invoice date unless otherwise noted in writing. Past-due invoices and Past Due Amounts (resulting from cost increases due to misinformation provided by Customer) are subject to a service charge, calculated on the outstanding balance, at the lesser of (i) the rate of 10% per month or (ii) the highest legal rate authorized by applicable law. The service charge is not intended as an alternative to payment when due, and upon delinquency further purchases may be declined and the Customer's account may be referred for collection. Customer agrees to pay all costs including reasonable collection costs, attorney's fees, and expenses related to the enforcement of applicants obligations hereunder.

2. Bills of Lading

All Bills of Lading are NON-NEGOTIABLE and have been prepared by the enrolled Customer or by the Company on behalf of the Customer and shall be deemed, conclusively, to have been prepared by the 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 this shipment and VOID all rate quotes.

The Customer is required to use the Company's system generated Bill of Lading. If the Customer does not complete all the documents required for carriage, or if the documents which they submit are not appropriate for the services, pick up or destination requested, the Customer hereby instructs the Company, where permitted by law, to complete, correct or replace the documents for them at the expense of the Customer. However, the Company is not obligated to do so. If a substitute form of Bill of Lading is needed to complete delivery of this shipment and the Company completes that document, the terms of this Bill of Lading will govern. The Company is not liable to the Customer or to any other person for any actions taken on behalf of the Customer under this provision.

3. Warranty and Disclaimer of Warranty

The Customer is responsible for and warrants their compliance with all applicable laws, rules, and regulations including but not limited to customs laws, import and export laws and governmental regulation of any country to, from, through or over which the shipment may be carried. Customer further warrants that it is registered and in compliance with the security plan and training requirements, and any amendments related thereto, related to hazardous materials, 49 C.F.R. #172.701-704, and 49 C.F.R. #172.800-804. Customer further warrants that it will immediately advise Company in the event that its registration and/or compliance with these regulations expires or are terminated. The Customer agrees to furnish such information and documentation as necessary to establish its compliance with

such laws, rules and regulations. The Company assumes no liability to the Customer or to any other person for any loss or expense due to the failure of the Customer to comply with this provision. Any individual or entity acting on behalf of the Customer in scheduling shipments hereunder warrants that it has the right to act on behalf of the Customer and the right to legally bind Customer. Customer agrees to indemnify Company for any and all claims or damages incurred as a result of Customer's failure to comply with the provisions of this section.

4. Claims and Limitations of Liability

The Company will assist Customer with all claims, but it is the Customer's responsibility to file the claim with the carrier and provide all necessary documentation supporting the claim against the carrier. All claims and necessary documentation must be submitted immediately to the Carrier and the Company to help ensure timely resolution. The Company will use commercially reasonable efforts to assist and cooperate with Customer to investigate and process any freight loss or damage claims and any claim for damage to the customer's property occurring in the course of the transportation services rendered to such Customer. The liability for any cargo damage, loss, or theft from any cause shall be determined by the selected Carrier. The Company has no responsibility, liability or involvement in the issuance of insurance, the denial of insurance, or in the payment of claims. All claims are subject to the limitations of liability contained in the Bill of Lading and the carrier's General Rules Tariff, the Company, shall only be liable for loss, damages, mis-delivery, or non-delivery caused by the Company's own gross negligence. In such cases, the Company liability shall be limited to the fees that the Company has earned with respect to the subject shipment. **The Carrier transporting the freight has final say on all claims.**

The Company will use the individual carrier's governing General Rules Tariff which determines the standard liability cargo insurance coverage offered by all carriers. Those Tariffs can be viewed online at the Carrier's respective websites or upon request. If the shipment contains freight with a predetermined exception value, as determined by the selected carrier, the maximum exception liability will override the otherwise standard liability coverage. The maximum amount that Customer will receive on a claim will be that which is recoverable under the respective transportation tariffs. The Company will not be responsible in any way for claims arising out of Customer negligence, Carrier's negligence, or the negligence of any third party.

All claims must be submitted to the Company within 10 business days after delivery. Claims for damages that are not readily apparent ("concealed damage") must be submitted to the Company within 3 days after delivery. The filing of a claim does not relieve the responsible party for payment of freight charges. Freight payment is necessary in order to process a claim. Customer may not offset freight or other charges owed to Company against claims for any loss, damage, misdelivery or non-delivery. The Company has a lien on funds recovered through the processing of damage claims and reserves the right to apply recovery amounts to open past due invoices on account.

In no case will the maximum cargo liability for new goods be greater than \$100,000 for a Truckload shipment or \$10 per pound for an LTL shipment. In no case will the maximum cargo liability for used or resold goods be more than \$0.10 per pound for any shipment. The Company is not an insurance company nor does it issue insurance policies or carry insurance for the Customer's freight. The Company does offer the Customer, upon request, shipper's interest cargo insurance from a third party supplier (\$500 deductible).

5. Rates

THE CUSTOMER IS 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 THE COMPANY'S ATTORNEY FEES AND LEGAL COSTS ALLOCABLE TO THIS SHIPMENT AND/OR ALL DISPUTES RELATED THERETO. UNLESS OTHERWISE AGREED, BROKERS SCHEDULING SHIPMENTS FOR CLIENTS SHALL BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL CHARGES PAYABLE ON ACCOUNT OF SUCH CLIENT'S SHIPMENT. THE COMPANY SHALL HAVE A LIEN ON THE SHIPMENT FOR ALL SUMS DUE IT RELATING TO THIS SHIPMENT OR ANY OTHER AMOUNTS OWED BY CUSTOMER. THE COMPANY RESERVES THE RIGHT TO AMEND OR ADJUST THE ORIGINAL QUOTED AMOUNT OR RE-INVOICE THE CUSTOMER IF THE ORIGINAL QUOTED AMOUNT WAS BASED UPON INCORRECT INFORMATION PROVIDED AT THE TIME OF THE ORIGINAL QUOTE OR IF ADDITIONAL SERVICES BY THE CARRIER WERE REQUIRED OR OTHERWISE AUTHORIZED BY THE CUSTOMER TO PERFORM THE PICK UP, TRANSPORTATION AND DELIVERY FUNCTIONS THEREIN. CUSTOMER IS PERMITTED THIRTY (30) BUSINESS DAYS FROM THE DATE OF THE INVOICE TO DISPUTE ANY ADDITIONAL CHARGES. IF THE COMPANY DOES NOT RECEIVE A DISPUTE WITHIN THE ALLOWABLE THIRTY (30) BUSINESS DAYS, THE DISPUTED ITEM WILL BE DENIED BY THE COMPANY.

LTL rates are based on the freight class as determined by the NMFC (National Motor Freight Classification) which are based on the actual description, size, and weight of the shipment. Additional fees may apply for other charges including appointment delivery, reweighs and reclassifications, liftgate services, inside delivery, reconsignment, redelivery, or various other accessorial services.

TL 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 charges including but not limited to, Tractor Detention, Trailer Detention, and Driver Assistance.

Once the Company has contracted with a carrier to move a truckload shipment, the scheduled load must be tendered to the carrier as requested on the bill of lading at the agreed upon price, or equipment not used (ENU) fee will be assessed.

Air Freight rates are based on the greater of actual or dimensional weight. If an Air Freight shipment contains oversize freight, additional charges and transit days may apply. Van Line rates are driven by state to state/mileage, weight (actual or density) and commodity/product type.

Flatbed rates are based on equipment type, state to state/mileage and weight. If a flatbed shipment contains oversize freight, additional charges and transit days may apply.

A \$100.00 charge will be assessed for all LTL and Air shipments cancelled for any reason

A \$330.00 charge will be assessed for all TL shipments cancelled for any reason.

6. Pickup, Delivery, and Transit Time

All transit times are estimates only and do not include day of pickup. Pickup dates are not guaranteed. LTL Guaranteed Services are inclusive of transit times only as noted by the carrier selected. Guaranteed Service transit times do not include holiday and/or no service days as defined by the individual carrier. Shipments not delivered within date/time specified on the bill of lading may not be considered a service failure when the reason for the delivery delay is deemed as no fault of the carrier. These reasons could include, but are not limited to, the following conditions: acts of God; the existence of violence, riots, military action or such possible disturbance as creating reasonable apprehension of danger; acts or omissions by: shipper, consignee, owner of goods or public authority; delays due to customs clearance or documentation required for movement of shipment; closure of Federal, State, City or local roads, streets, or highways resulting in travel delays by carrier; shipments not accepted by the consignee when offered for delivery. This service is not a guarantee for Pickup. Pickup Day is not included in the qualification and calculation of LTL transit time. The Customer is liable for all charges related to the shipment. In the event of carrier failure to comply with the guaranteed service requested, the Customer is permitted ten (10) business days from the actual delivery date of shipment to file a claim request in writing with the Company. If the Company does not receive a claim request or receives the request after the allowable ten (10) business days, the service provided by the LTL carrier will be deemed to have met all guaranteed service standards and the claim request will automatically be considered invalid and denied. In the event of carrier failure to comply with the guaranteed service requested and after the carrier has agreed to liability, the Company will credit the account of the said Customer for freight charges only. In no event shall the Company be liable nor will any account be credited if the Customer does not use the Company's Bill of Lading.

A \$25.00 charge will be assessed for a failed pickup or delivery due to the Shipper or Consignee not being available. In addition, a fee of up to \$125.00 can be charged to re-attempt pickup or delivery at a later date.

7. Forum Selection and Choice of Law

Any claim, dispute or litigation relating to these Terms and Conditions, any shipment scheduled or tendered hereunder or through the Company or its website, or relating to any and all disputes between the Company and the enrolled Customer, Shipper and/or Consignee and/or Brokers for any enrolled Customer, Shipper and/or Consignee, shall be filed in the District Court of Mecklenburg County, North Carolina or in the United States District Court for the Western District of North Carolina and shall be subject to North Carolina law.

8. Misc.

THE COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO DELIVERIES OR WITH REGARD TO THIS WEBSITE, INFORMATION PROVIDED ON THIS WEBSITE OR SERVICES RELATED TO TRANSACTIONS CONDUCTED ON THIS WEBSITE. THE COMPANY CANNOT GUARANTEE DELIVERY BY ANY SPECIFIC TIME OR DATE. IN ANY EVENT, THE COMPANY SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR INCOME, WHETHER OR NOT THE COMPANY HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.

9. Changes to Terms and Conditions

Customer is to be bound by all of the terms, conditions contained in this application. THE CUSTOMER MAY NOT UNDER ANY CIRCUMSTANCE MODIFY THIS AGREEMENT, MAKE CHANGES, OR ADD ANYTHING TO THIS DOCUMENT. The Company may modify the terms and conditions of this application from time to time, upon mailing notice of such change to us at the address shown on Sellers records or by posting most up to date terms and conditions on www.mi-logistics.com. Such changes shall be effective for all transactions between the Company and Customer after the date of the notice / posting.

ACKNOWLEDGEMENTS

Customer acknowledges to have read the document titled Customer Responsibilities and the Company's Terms and Conditions, and agrees to the terms outlined in them in full by signing this Acknowledgment. Customer specifically acknowledges:

1. Customer makes representations and warranties to the Company concerning Customer's compliance with all applicable laws, rules and regulations as set forth in Item #3 in the Terms and Conditions.
2. Customer agrees to be liable for all charges, payable on account of such Customer's shipment, including charges made as a result of adjustment(s) issued by the carrier(s) after shipment, duties, customs assessments, governmental penalties, fines and taxes as set forth in Item #5 of the Terms and Conditions. Customer specifically acknowledges that post-shipment adjustments will be charged to their credit card on file where applicable and will be paid by Customer, if (a) if the original quoted amount was based upon incorrect information provided by the Customer, or (b) if additional services by the carrier were required, or (c) if the charges are related to unauthorized alterations to the BOL, or (d) if the Customer authorized the carrier to perform the pick-up, transportation and delivery functions other than contemplated by the BOL.
3. Customer agrees to all items outlined in the Customer Responsibility form and specifically acknowledges that the failure to ensure the freight is packaged properly and that the freight is inspected noting all damages including suspected damages on the delivery receipt at the time of delivery will void any claim. Customer understands that the Carrier has final say on all claims without exception.
4. Customer understands and agrees to the Limitations of Liability as set forth in Item# 4 of the Terms and Conditions.
5. BOOK IT NOW SHIPMENTS WITH AUTHORIZATION CODES - A credit card will be authorized (not charged, unless release code is withheld) for the full charges on Book it Now shipments. In the event the cost increases, per our terms and conditions, the card on file will be charged for the additional cost increases.
6. This acknowledgement signified Customer's acceptance of the Terms and Conditions & Customer Responsibilities for all current and future shipments.
7. Unpaid balances & any uncollected fees will accrue interest at 10% per annum per week and are subject to all attorney fees and courts costs associated with collecting.

Printed Name

Date

Signature

Mailing Address



CREDIT CARD FORM

Mi Logistics, LLC
 PO BOX 2054
 Cornelius, NC 28031

CUSTOMER/COMPANY INFORMATION

Company Name:		
Address:		
City:	State/Province:	Postal Code:
Contact Name:	Title:	
Phone Number:	Fax Number:	
Email Address:		

AUTHORIZATION INFORMATION

Recurring Payments Only <input checked="" type="checkbox"/>	I agree to Mi Logistics Terms & Conditions <input checked="" type="checkbox"/>
Card Type: Personal <input type="checkbox"/> Corporate <input type="checkbox"/> Amex <input type="checkbox"/> MasterCard <input type="checkbox"/> Visa <input type="checkbox"/> Discover <input type="checkbox"/>	
Bank Issuing Card:	
Name As It Appears On Card:	
Card Number:	
Expiration Date:	SIC Code (3 or 4 Digit):
Card Billing Address:	
City:	State/Province: Postal Code:

CUSTOMER'S AUTHORIZING AGENT

I hereby authorize you to charge the credit card described above, immediately or upon invoicing. I agree to notify Mi Logistics in writing at PO BOX 2054 Cornelius NC 28031 of any disputes or questions. Mi Logistics will respond within 30 days. I agree not to instruct the credit card issuer to deduct a charge back within the 30 day resolution period. I understand any unauthorized charge backs will preclude future credit card purchases from Mi Logistics and its affiliates (DLS Worldwide).

Name:	Title:
Signature:	Date:

- * Outstanding or unpaid balances are subject to late penalties (10% per annum per week) and all attorney fees and court costs associated with collecting.**
- ** Credit Card Payments will be subjected to a 3% convenience fee to process.**
- *** Credit Card will serve a backup for past due invoice for customers with credit.**

Changes or alterations to this document are strictly prohibited.

To be completed by customer and faxed to (704) 9948479 or emailed to hkyops@mi-logistics.com

The most recent Terms and Conditions are available upon request



2018 ACCESSORIAL CHARGES

Service/Fee	Charge
Blind Shipment	\$95.00
Canadian Cross Border Fee	\$35.00 – \$150.00
Cancelled Shipment	\$100.00
Construction Site Pickup or Delivery	\$75.00 - \$125.00
Convention Pickup or Delivery	\$65.00 – \$500.00
Corrected Billing Fee	\$50.00
Customs/In-Bond Freight	\$65.00 – \$150.00
Detention Charges	\$100.00 per hour
Failure To Use Our BOL	\$100.00
Failed/Attempted Pickup	\$25.00 – \$125.00
Fraudulent or Invalid Chargeback	\$250.00
Hazardous Materials Fees	\$25.00 - \$250.00
Inside Pickup or Delivery	\$65.00 Minimum (Check for Pricing)
Liftgate Pickup or Delivery	\$75.00 - \$125.00
Limited Access Pickup or Delivery	\$75.00 - \$125.00
Overlength Charge	\$100.00
Protect From Freeze Fee (Where Applicable)	\$75.00
Reconsignment Fee (Address Change)	\$75.00 + Additional Transportation Costs
Redelivery Fee	\$50.00 - \$125.00
Residential/Non-Commercial Pickup or Delivery	\$75.00 - \$125.00
Rescheduled Pickup	\$25.00
Reweigh Fee	\$25.00
Guaranteed Delivery	Call for Pricing
Storage Charges	\$65.00 per day for 1 st 3 Days & \$95.00 per day after
Truck Ordered Not Used	\$300.00