

# Taylor Logistics Inc.

## Terms & Conditions for Shippers 2020

Taylor Logistics is a licensed Property Broker by the FMCSA, MC 448473, arranging truckload, LTL, and intermodal rail transportation services. The company is not a motor carrier nor an agent of a motor carrier.

1. **APPLICABILITY** These Terms & Conditions and agreed upon pricing documents apply to all transportation services (the Services) provided by Taylor Logistics Inc. (hereafter BROKER) for its Shippers. These Terms & Conditions incorporated shall constitute the entire agreement between the parties and no other tariff provisions shall apply to the Services provided by BROKER to SHIPPER if no written contract exists between the two parties. These Terms & Conditions may be modified only by a written instrument executed by authorized representatives of both parties.

### 2. BROKER RESPONSIBILITIES

- a. **BOND:** BROKER maintains a surety bond/trust fund as agreed to in the amount of \$250,000.00 and on file with the Federal Motor Carrier Safety Administration (FMCSA).
- b. BROKER will notify SHIPPER immediately if its Federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.
- c. It is intention of the parties that BROKER shall be an independent contractor for all parties involved in the transportation, including the CARRIER and the SHIPPER.

### 3. CLAIMS

- a. **Freight Claims:** SHIPPER must file claims for cargo loss or damage with BROKER within one hundred eighty (180) days from the date of such loss, shortage or damage, which shall be the delivery date or, in the event of non-delivery, the scheduled delivery date. SHIPPER must file any civil action

against BROKER in a the Court of Law of Ohio within two (2) years from the date the carrier or BROKER provides written notice to SHIPPER that the carrier has disallowed any part of the claim in the notice.

Carriers utilized by BROKER shall agree with BROKER to be liable for cargo loss or damage. The carriers' cargo liability for any one shipment shall not exceed \$100,000.00, unless BROKER is notified by SHIPPER in writing of the increased value prior to shipment pickup and with reasonable advance notice to allow acceptance and to allow BROKER and/or the carrier to procure additional insurance coverage. It is understood and agreed that the BROKER is not a Carrier and that the BROKER shall not be held liable for loss, damage or delay in the transportation of SHIPPER's property unless caused by BROKER's gross negligent acts or omissions in the performance of this Agreement. BROKER shall assist SHIPPER in the filing and/or processing of claims with the Carrier. If payment of claim is made by BROKER to SHIPPER, SHIPPER automatically assigns its rights and interest in the claim to BROKER.

- b. **All Other Claims:** The PARTIES shall notify each other of all known material details within sixty (60) days of receiving notice of any claims other than cargo loss or damage claims and shall update each other promptly thereafter as more information becomes available. Civil action, or arbitration, if any, shall be commenced within two (2) years from the date either Party provides written notice to the other Party of such a claim.

#### **4. INDEMNIFICATION**

BROKER and SHIPPER shall defend, indemnify and hold each other harmless from: claims for cargo loss, damage, or delay and; from payment of rates and/or accessorial charges to carriers, arising out of their respective performances under this Agreement; and from claims for personal injury and/or death provided, however, the indemnified party shall not offer settlement in any such claim without the agreement of the indemnifying party which agreement shall not be unreasonably withheld. If the indemnified party offers or agrees to a settlement for such a claim without the written agreement of the indemnifying party, the indemnifying party shall be relieved of its indemnification obligation. Neither party shall be liable to the other party for any claims, actions or damages due to its own negligence or intentional acts.

In no event shall BROKER or BROKER's Carrier be liable to SHIPPER for special, incidental, or consequential damages that relate to loss, damage or delay to a shipment, unless SHIPPER has informed BROKER in written or electronic form, in a reasonable amount of time prior to tendering a shipment or series of shipments to BROKER, of the potential nature, type and approximate amount of such damages, and BROKER specifically agrees in written or electronic form to accept responsibility for such damages.

## **5. FORCE MAJEURE**

- a. Neither party hereto shall be liable to the other for default in the performance of any of the terms and provisions of these Terms & Conditions if caused by riot, war, Act of God, governmental order or regulation, or other similar contingency beyond the reasonable control of the respective parties.
- b. The party claiming force majeure shall notify the other party within twenty-four (24) hours of when it learns of the existence of such a condition and shall similarly notify the other within a period of two (2) working days after the condition is remedied. However, if such condition of force majeure is not remedied within 20 days, the unaffected party shall have the right to terminate any obligations created by these Terms & Conditions upon notice to the other party.

## **6. SEVERABILITY AND WAIVER**

If any phrase, clause, sentence, or other provision contained in these Terms & Conditions violates any applicable statute, ordinance, rule or law, such phrase, clause, sentence or provision shall be ineffective to the extent of such violations without invalidating any other provision of these Terms & Conditions. The waiver by either party of any breach or default hereunder, or the failure of either party to enforce any of the terms and conditions herein, shall not affect, limit or waive the right of either party thereafter to enforce and compel strict compliance with these Terms & Conditions.

## **7. ENTIRE AGREEMENT/AMENDMENTS**

These Terms & Conditions represents the entire understanding of the parties with respect to the subject matter herein and cannot be amended except in writing signed by both parties. All prior discussions, understandings, negotiations and Agreements regarding the subject matter herein, are merged herein.

## **8. LIMITATION OF LIABILITY**

Except as otherwise expressly provided in these Terms & Conditions, in no event will either party be liable to the other for any lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages.

## **9. GOVERNING LAW**

Unless preempted by or controlled by Federal Transportation Laws and Regulations this Agreement shall be governed by and construed in accordance with the laws of the State of Ohio and the County of Hamilton.