STANDARD TERMS AND CONDITIONS

HOTLINE EXPRESS, LLC

110 RAILROAD ST. NE

PO BOX 1

SHARPSBURG, NC 27878

USDOT # 896143

MC # 388685

**Scope**

This publication applies to transportation as a part of intrastate and interstate commerce completed by Hotline Express, LLC. (CARRIER). This document shall be used to determine all rules, terms, and conditions for shipments not covered by previous written terms or contracts between CARRIER and its customers. Unless a previous written contract is in place, all shipments are to be governed by this publication.

**Increasing Demand**

CARRIER cannot be expected to cover increasing demand for transportation. Each shipment is considered an individual agreement to provide transportation. Additional shipments require additional booking, and may be limited by available capacity.

**Reasonable Dispatch**

All shipments are to be delivered immediately unless otherwise arranged. CARRIER may delay shipments without immediate notice to consignee for reasons outside CARRIER’s control. These reasons may include but are not limited to: weather, traffic, transportation regulations, driving conditions, acts of God, acts of an enemy of the state, terrorism, and law enforcement activity.

**Payment**

New customers are required to pay with a VISA, Mastercard, check, or cash prior to dispatch or at time of booking until a credit account is established. Credit accounts are offered at the sole discretion of the CARRIER. Standard payment terms are 15 days net. Finance charges may be assessed on each delinquent freight bill at the expiration of the authorized credit period. A 35% collection fee, calculated on the original freight charge, may be assessed on each delinquent freight bill if payment has not been received within 90 days of the expiration of the authorized credit period.

The customer is responsible for all freight charges. The consignee and consignor of a shipment may be required to cover freight charges if the original responsible party declines payment. No details of a bill of lading, including the completion of Section 7, shall prevent CARRIER from pursuing both parties for payment. Overpayment / underpayment appeals must be claimed within 180 days of shipment delivery.

**Insurance**

CARRIER maintains Commercial General Liability, Automobile Liability, Motor Truck Cargo, Worker’s Compensation, and Physical Damage Insurance at all times. Insurance certificates are available upon request.

**Warehouseman Responsibilities**

CARRIER does not offer warehouse services, except on a contractual basis with established customers. Any freight that is not delivered successfully, for any reason, must be re-consigned or removed from CARRIER’s possession within 15 days. Freight will never enter “on-hand” status.

**Liability Limits**

Maximum carrier liability for claims on all shipments is limited to Total Replacement Cost or $0.50 / lb., whichever is less. CARRIER never accepts responsibility for special or consequential damages. All freight must remain in the original packaging until claim is resolved. Except when precluded by this section, the claims process is to be governed by the provisions of the Carmack Amendment.

**Offsets**

Under no circumstances can the customer offset the costs of claims against the CARRIER by reducing the amount of receivables that are due to the CARRIER. No transactions, of any kind, can affect the amount owed to the CARRIER for the transportation of cargo. Claims are to be settled outside of transportation costs.

**Sealed Shipments**

Shipments that are transported with a sealed door are considered dedicated vehicle use. During dedicated vehicle use, the customer assumes responsibility for loading, counting, inspecting, unloading, and sealing the shipment. The CARRIER is not responsible for improper loading, miscounted freight, damaged freight, or unloading the vehicle. Shipments that collapse, shift, or fall over are not the responsibility of the CARRIER unless an event occurred during transportation that resulted in damage to the vehicle (accidents).

**Hazardous Materials**

The CARRIER will not transport hazardous materials for any customer, at any time, for any reason.

**Legal Restraint and Force Majeure**

In the event that the CARRIER is unable to meet its obligations due to any cause beyond its reasonable control, including but not limited to: strikes or lockouts, labor shortages or disturbances, acts of God, fires, accidents, floods, severe storms, wars, riots, acts of governmental authority, and acts of or omissions of third parties, the performance obligations of CARRIER affected by the force majeure condition shall be suspended to that extent for the duration of such event; provided, however, that carrier shall make all reasonable efforts to continue to meet its obligations during the duration of the force majeure condition.

**Notices**

All legal notices must be delivered by USPS Certified Mail with signature receipt, to:

HOTLINE EXPRESS, LLC

ATTN: LEGAL DEPT

PO BOX 1

SHARPSBURG, NC 27878

**Severability**

If one or more clauses of these Terms and Conditions are deemed unenforceable, then the remainder of this publication will remain in effect.

**Waiver**

The CARRIER may decide to exercise all of its rights at any time. The CARRIER is not obligated to immediately enforce these Terms and Conditions and may elect to enforce these Terms and Conditions at a later date, at the sole discretion of the CARRIER.

**Governing Law**

The CARRIER operates according to the laws of the State of North Carolina. Any legal activity must be completed in court system of the State of North Carolina or the US Courts of Appeal, Fourth Circuit.