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01-2014

## SERVICE TERMS AND CONDITIONS APPLICABLE FOR ALL BROKERAGE AGREEMENTS

The following terms and conditions apply to all shipments that Blair Logistics, LLC provides transportation services for using the services of a freight broker. Any contracts, rate confirmation, bill of lading, shipping tickets, agreements, or any other documents relating to the transportation services provided by Blair Logistics, LLC will be subject to and subordinate to the terms and conditions of these SERVICE TERMS AND CONDITIONS and in an event of a conflict between the terms and conditions of any other agreement, the terms and conditions of these SERVICE TERMS AND CONDITIONS shall govern.

- HOLD HARMLESS AND INDEMNIFICATION CLAUSE:** Blair Logistics, LLC will not indemnify or hold harmless, your company, its employees, officers, directors, agents, customers, or any third party, for any claims, liabilities, expenses, fines, penalties, judgments, losses, damages, or assessments arising out of the performance of the provided transportation services, if your company or that party has been negligent and that negligence has caused or contributed to the claims, liabilities, expenses, fines, penalties, judgment, losses, damages, or assessments.
- WAIVER OF SUBROGATION RIGHTS:** Neither Blair Logistics, LLC nor its insurers agree to waive any rights of subrogation they possess with respect to any claims, losses, fines, penalties, damages or liabilities incurred that are related to or arise out of the performance of the provided transportation services.
- CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES:** Blair Logistics, LLC shall not be liable for special, incidental, indirect or consequential damages (including without limitation, lost profits or business opportunity, or punitive and exemplary damages incurred or suffered by any Broker, Shipper or Consignee as a result of shortage, damage or delay unless agreed to in writing by an officer of Blair Logistics, LLC prior to the acceptance of the shipment).
- MAXIMUM LIABILITY FOR CARGO:** Blair Logistics, LLC maintains 100,000.00 in cargo insurance. Blair's liability is limited to the replacement cost of the items lost, damaged, or destroyed not in excess of \$100,000.00. Blair will not accept liability for loads with values exceeding \$100,000.00 unless agreed to in writing by an officer of Blair Logistics, LLC prior to accepting the shipment.
- OFFSET FROM MONIES OWED:** Blair Logistics, LLC does not agree to allow any broker or shipper to offset against any money owed to Blair Logistics, LLC for provided transportation services for any claims of any kind. All cargo claims must be processed and filed in accordance with 49 CFR 370 or 49 CFR 1005.
- BACK SOLICITATION:** Blair Logistics, LLC will not solicit freight from any of Broker's customers during the term of the contract with the Broker and for a period of 1 year after the termination of the agreement if, 1) the availability of such freight first became known to Blair Logistics, LLC as a result of the Broker's efforts, and 2) the freight was first tendered to Blair by the Broker. If Blair Logistics, LLC violates this provision, Blair Logistics, LLC agrees to pay a commission to the Broker of no more than eight percent (8%) of the gross billed line haul revenue for a period of one year from the date of the breach of this provision.
- ATTORNEY FEES & COSTS:** In the event of any litigation, arbitration, or mediation between the parties that arises out of or is related to the provided transportation services, the prevailing party shall be entitled to reimbursement of attorney fees, cost, and expenses from the other party. Broker understands and agrees that by entering into this agreement with Blair Logistics, LLC, Broker is subject to the jurisdiction of the courts of the State of Alabama and Broker shall have no claim that said courts lack jurisdiction to adjudicate any dispute arising out of this agreement.
- AUTHORITY TO BIND:** Broker represents and agrees that it is the authorized agent of the (shipper/consignee), and that Broker has been given the authority to act on behalf of and bind said (shipper/consignee).
- PAYMENT TERMS:** Broker agrees that it will pay Blair Logistics, LLC within 30 days of the date of the invoice with proof of delivery. These terms apply regardless of exceptions on the bill of lading, and regardless if the Broker is paid by the customer. Blair Logistics, LLC provides scanned documents and invoices by e-mail, no original copies are available. In the event the Broker fails to make timely payment of any invoice, Blair Logistics, LLC explicitly reserves all rights and remedies to seek payment from any shipper, consignee, consignor, or other party and nothing in this agreement or other document shall be construed as a waiver of said rights. Failure to pay in a timely manner will be reported to credit monitoring agencies.
- THE AGREEMENT CONTROLLING:** This "Service Terms and Conditions Applicable to All Brokerage Agreements" shall become a material part of any agreement between parties. In the event of any conflict between this Agreement and any other document or agreement, this "Service Terms and Conditions Applicable to All Brokerage Agreements" shall always control.