



Last Updated: 05/01/2009

LEGAL/BILLING TERMS

The KeyShip Express system is an electronic shipping platform designed to streamline your daily shipping activities. The system provides you with direct access to our contract and 'Spot Quote' pricing with transportation companies and it allows you to optimize routing selection, to print or forward bills-of-lading internally and to dispatch your shipment electronically to the chosen carrier. KeyShip Express provides a history of your shipments and provides you with the ability to trace specific shipments. You also have access to multiple options to pay for the services utilized.

Before we provide access to this online shipping platform, all customers must read and acknowledge that they understand the legal and billing terms that have been outlined in the agreement below. By checking the box below, you accept the legal and billing terms provided herein.

Hall Enterprises, Inc. d.b.a. Logistics Planning Services (LPS) shall hereinafter be referred to as "the Organization" and the Customer, Shipper and/or Consignee shall hereinafter be referred to as "the Customer".

The 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 and all future shipments scheduled by the customer, unless and until they are altered or amended by the organization's issuance of new terms and conditions.

The Organization reserves the right, in its sole discretion, to refuse any shipment at any time.

1. Confidentiality of Rates

The Customer acknowledges and understands that the all rates are proprietary and confidential to the Organization and agrees to not disclose rates to any third party other than agents and/or employees of Customer whose knowledge is necessary to the implementation of the services contemplated. The Customer also understands that any breach of this confidentiality agreement may result in the reclassification of their own rate structure and/or the rejection of rate requests.

2. Rate Quotes

KeyShip Express LTL rates reflect contract pricing for line-haul along with any accessorial services the Customer has elected. LTL rates are based on the freight class as determined by the NMFC (National Motor Freight Classification) and are weight and/or pallet based. (All displayed transit times are estimates only and do not include day of pickup and LTL pickup dates are not guaranteed.)

Air Freight and parcel rates, if displayed, are based on the greater of actual or dimensional weight.

Truckload, specialized (flatbed), refrigerated, HotShot and any other specialized transportation rates are based on 'Spot Quote' pricing that reflects Customer specific service requirements. Performance of these services and pricing thereof will be in accordance with the specific requirements setout by the Customer at the time the services were requested. When tradeshow deliveries are requested, these services cannot be guaranteed.

Accessorial fees may apply for carrier services including but not limited to, re-consignment, over length or dimensional freight, hazardous materials shipments, congestion zone deliveries,

detention, driver assistance, truck ordered-not used etc. Any valid accessorial charge added to a carrier invoice must be paid by the Customer whether it is included on an original invoice or on a subsequent balance due carrier invoice. A \$35 administrative fee may be added by the Organization if a Customer short pay on an original invoice is determined to be valid.

Special Projects are handled on a case-by-case basis and if shipments contain oversize freight, additional permit and specialized services charges may apply.

Note: As part of the anti-terrorism rules / regulations, inspection of freight that moves cross border may result in carriers (TL, LTL and Inter-modal) applying charges to shipments inspected by US Customs. These random inspections are not known at time of shipment and are therefore excluded from all rate quotes.

All carrier contract terms, including, but not limited to, all the limitations of liability, shall apply to the selected carrier and to Organization.

3. Bills of Lading

In the event that the Organization's bill of lading does not accompany the shipment, the Organization reserves the right to apply standard rates and any previously discounted rates that may have been earlier quoted may no longer apply.

All Bills of Lading prepared by the Customer or by the Organization on behalf of the Customer are non-negotiable and shall bind Customer to the standard terms of the Uniform Straight Bill of Lading as defined by the NMFC.

Any unauthorized alteration or use of Bills of Lading or tendering of shipments to any carrier other than that designated by the Organization, or the use of any Bill of Lading not authorized or issued by the Organization shall VOID the Organization's obligations to make any payments relating to this shipment and VOID all rate quotes and requested services.

4. Customer Compliance

The Customer 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 and agrees to 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 requested to establish its compliance with such laws, rules & regulations.

The Customer understands and acknowledges that 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 Organization for any and all claims or damages incurred as a result of Customer's failure to comply with the provisions of this agreement.

The Organization 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.

5. Right to Amend Rates

The Organization 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.

All rates are subject to change based on additional charges that may arise as a result of shipment reweigh and/or product reclassification by carrier.

The customer agrees to assume full responsibility for additional charges that may arise as a result of changed shipments weights and/or product reclassification by carrier as well as any additional charges that may arise as a result of random inspections and/or delays by Homeland Security and/or any other local, regional or national law enforcement agency.

NOTE: The Customer is permitted thirty (30) business days from the date of the invoice to dispute any invoiced charges. If the Organization does not receive a dispute within the allowable thirty (30) business days, the disputed item will be denied by the Organization.

6. Right to Obtain Credit History

All Customers are subject to credit approval. The Organization reserves the right to perform a credit check based on the information provided at the time of enrollment by the Customer. The amount of credit, granted (if any) is at the sole discretion of the Organization.

When paying by credit card or electronic funds, the Customer agrees they will be responsible for all charges, including any adjustments on account of such Customer's shipment. These charges and adjustments will be automatically debited to the Customer's credit card or bank account.

7. Right to Enforce Billing Terms

All charges are payable in US Dollars and are due fourteen (14) days from the date of billing. Any payment which is past due shall be subject to an additional charge at the rate of 1-1/2% per month of the average outstanding balance due, or the highest rate of interest permitted by applicable law, whichever is less.

All funds received by the Organization will be applied to the oldest (based on pick-up date) invoiced BOL that is outstanding. Overpayments do not accrue interest and are subject to Minnesota State Law.

In the event the Organization retains an attorney or collection agency to collect unpaid charges or for the enforcement of these Terms and Conditions, all unpaid charges will be subject to a late payment penalty of 33% and Customer shall also be liable for all attorneys and collection agency fees incurred, together with related costs and expenses.

All shippers, consignors, consignees, freight forwarders or freight brokers are jointly and severally liable for the freight charges relating to this shipment. The Customer shall be liable, jointly and severally, for all charges payable on account of their shipments, including but not limited to transportation, fuel and other applicable accessorial charges, including all adjustments issued by the carrier(s) and/or Organization's attorney fees and legal costs allocable to this shipment and/or all disputes related thereto.

The Organization reserves the right to place a lien on the shipment for all sums due it relating to this shipment or any other amounts owed by Customer.

8. Limitations of Liability

Client shall file Loss & Damage Claims directly with the carrier. All claims are between your own company and the carrier. Upon request the Organization will cooperate with and provide guidance to the Customer to investigate and process any freight loss or damage claims occurring in the course of the transportation services rendered to such Customer.

9. Extent of Insurance Coverage

Organization's carrier contracts or the individual carrier's governing General Rules Tariff establish the standard liability cargo insurance offered by the carrier.

Those liability limits can be obtained by contacting the Organization's assigned client support personnel. 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 Organization's liability for loss, delay or damage to shipper's goods extends only to the insurance coverage provided by its contingent cargo insurance.

Upon request of the Customer, the Organization can provide 'Shippers Interest' insurance to provide coverage above and beyond the cargo liability limits provided by the carriers. Customer will receive an insurance quote and will have said charges added to the invoice when the value gets added to the 'Declared Value' section of the bill of lading. Satisfaction of any claim filed when 'Shippers Interest' insurance has been purchased will be between Organizations insurance provider and the Customer. Organizations insurance provider will subrogate to the carrier to recover any losses to the carriers limit of liability.

The Organization will not be responsible in any way for claims arising out of Customer negligence.

The filing of a claim does not relieve the responsible party for payment of freight charges. Freight payment is necessary in order for a carrier to process a claim.

Customer may not offset freight or other charges owed to Organization against claims for any loss, damage, mis-delivery or non-delivery. The Organization reserves the right to place 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.

10. Forum Selection and Legal Venue

Any disputes between the Organization and the enrolled Customer, Shipper and/or Consignee and/or Brokers shall be attempted to be resolved by arbitration.

Any litigation between the Organization and the enrolled Customer, Shipper and/or Consignee and/or Brokers that may come about as a result of failed arbitration shall be filed in the District Court of Hennepin County, Minnesota or in the United States District Court for the District of Minnesota and shall be subject to Minnesota law.