



## Terms and Conditions for Shippers

BAT Logistics (broker) will arrange for transportation of Shipper's freight but does not represent itself as a Motor Carrier. For this reason the Shipper should not list BAT Logistics as the carrier at any time, including but not limited to, Bills of Lading. If Shipper inserts BAT Logistics name on the bill of lading it will be for shipper convenience only and does not change BAT Logistics status as a property broker. The Motor Carrier contracted by BAT Logistics should be listed as such on the Bills of Lading. It is understood by Shipper that BAT Logistics is not an agent for the Carrier or Shipper and shall remain at all times an independent contractor. Shipper does not exercise or retain any control or supervision over BAT Logistics, its operations, employees, or carriers.

Shipper will provide BAT Logistics with detailed and accurate shipping and delivery instructions and description of cargo including any special handling or security requirements in writing prior to shipment. If Shipper requires temperature control they will provide BAT Logistics with all of the necessary temperature requirements prior to booking load. Shipper will also be responsible for notifying the carrier of temperature requirements on the Bills of Lading as well as obtaining driver signature of acknowledgement. Shipper is obligated to inform BAT Logistics prior to booking load if any shipments contain Hazardous Materials as defined in 49 C.R.F. 172.800 & 173 & 397. Customer will be responsible for any extra charges assessed by carrier due to a deviation from the agreed terms including but not limited to weight, pallet count, product commodity, appointment date and times, reconsignment and other assessorials.

Shipper understands that BAT Logistics requires its carriers to have minimum cargo insurance policy of \$100,000 and BAT Logistics also carries a contingent cargo policy. It is the shipper's responsibility to notify BAT Logistics in writing prior to booking load if the value of entire shipment will exceed \$100,000. Shipper also understands that if BAT Logistics has not been notified prior to shipment all cargo claims will be limited to \$100,000.

It is the shipper's responsibility to block and brace their load to prevent shifting while in transit. The shipper provides all tie-down devices, dunnage, blocking and bracing materials, and special tools required to secure the load.

BAT Logistics will provide both shipper and receiver 2 hours free to load and unload.

Shipper agrees to pay BAT's invoice within 30 days. A 3% interest charge will be added to all invoices monthly after 40 days. Shipper will not withhold payment for transportation of freight based on any pending cargo claims or perceived deficiency in performance or service.

By contracting BAT Logistics services, the shipper and/or customer, have acknowledged and accepted the terms and conditions outlined above.