

# OVER THE ROAD TRANSPORT BID TERMS AND CONDITIONS

## 1. BIDS AND QUOTES

All quotes are subject to availability of equipment and personnel, technical information, drawings, and details in the discretion of Contractor.

Quotes are also subject to advance relevant permit approvals by government agencies. Requirements resulting from any route/bridge/utility surveys may alter the cost. Costs incurred in the customer/shipper authorized application for permit pre-approval, including but not limited to route/bridge/utility surveys, will be paid by Customer, regardless of whether the permits are ultimately approved or denied.

## 2. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable local, municipal, state and/or federal laws, orders, codes and regulations in disclosing the nature of the goods transported.

## 3. PRICING

Price(s) indicated include all equipment, labor, taxes and third-party services required for the work at time of the quote, and are based upon weights and dimensions supplied by Customer.

## 4. TRANSPORT POSITION

Cargo to be loaded in most advantageous transport position as determined by Contractor. Interpretation of Customer's blueprints is the responsibility of Customer's personnel if loading position is critical.

## 5. LOADING AND UNLOADING

Loading and unloading to be the responsibility of other parties unless specifically quoted in Contractor's price. Loading and unloading includes the use of lifting equipment on site for assembly or disassembly of Contractor's hauling equipment. Certain specific trailers can "self-load" and/or "self-off-load", provided all necessary arrangements and clearances are provided by Customer.

## 6. TARP CHARGES

This proposal does not include charges for tarps. If tarps are required, this service is provided at an additional charge that pays for tarp service only and not tarp purchase. Tarps not returned to Contractor in good condition will be invoiced to the Customer at full, new replacement cost. Custom, special, or out-of-stock tarps will be invoiced at cost plus 15%. Our ability to tarp large crates will be in Contractor's discretion based on the driver's safety assessment. Loads over 10' (including trailer) will require assistance from the Customer in the tarping process including but not limited to the Customer providing a man-basket and forklift equipped with fall-arresting gear. All crates that require tarping must support Contractor's driver and any other employees and agents of Contractor when they are carrying a tarp.

## 7. SADDLES, CRIBBING, BLOCKING, LIFTING EYES, TRUNNIONS, AND JACKING/SUPPORT POINTS

All suitable shipping saddles, cribbing, blocking, lifting eyes, trunnions, and jacking/support points are the responsibility of the Customer and Customer will accordingly be assessed additional charges.

## 8. DOCK EXPENSES, WHARFAGE, TERMINAL AND STEVEDORING CHARGES

Charges to Contractor by third parties including but not limited to dock expenses, wharfage, terminal, and stevedoring charges are the responsibility of the Customer.

## 9. PERMITS AND CLEARANCE

Permits, clearances, licenses, certifications and other governmental requirements and inspections are not included in the bid price. Customer shall furnish or compensate Contractor for the acquisition and cost of any documentation, bonds, security or deposits required to permit performance of the work.

## 10. DELAYS DUE TO WEATHER, ACTS OF GOD, STRIKES, PERMIT RESTRICTIONS

Work delays due to circumstances beyond the reasonable control of Contractor, including but not limited to weather, acts of God, war, warlike situations, riots and/or acts of governments, strikes, and permit restrictions are at the risk and expense of the Customer including, but not limited to escort, barge, and sub-contractor charges and expired permits at cost plus 15%.

## 11. DELAYS DUE TO CARRIER

Contractor will not be responsible for any direct or indirect costs incurred due to shipping delays whether or not caused by its employees, sub-contractors or agents.

## 12. LIMITATION OF LIABILITY, DECLARED VALUE

Contractor maintains limits of liability for all shipments to the limits contained within the contract or a maximum amount of \$500,000 for loss or damage while in contractor's possession. Contractor shall have no liability for damaged or destroyed goods which are improperly wrapped or packaged or which the nature of said goods were misrepresented to contractor. This limitation applies to all shipments unless you declare a higher value and applicable charges are paid thereon.

Contractor allows all customers the opportunity to obtain a higher level of limits of liability upon payment of an increased rate. If you desire quotes for an increased limitation of liability, please so advise contractor prior to the shipment being placed in the possession of contractor. A higher liability rate will be obtained and quoted to you.

Declared Value: \_\_\_\_\_

Declared Value Rate: \_\_\_\_\_

## 13. CONSEQUENTIAL DAMAGES

Neither Party nor its Affiliates nor the employees, officers or agents of such Party or Affiliate shall be liable to the other Party whether in contract, tort, equity or otherwise (including negligence, warranty, strict liability, or otherwise) for any lost profits, lost revenues, plant down time costs, costs of capital, debt expenses, cost of replacement equipment or purchased power, or claims of customers of such Party for such damages or special, indirect, incidental, or consequential damages of any kind.

**14. QUOTES, PAYMENT TERMS, AND OTHER TERMS AND CONDITIONS**

Customer quotes are valid for **45 (forty-five)** days from the date of issuance and are subject to route and/or permit restrictions at time of actual movement, which can affect pricing and/or loading and delivery schedule.

- Standard payment terms are net 30 days from the date of invoice, in U.S. dollars, after which time interest will accrue at 1.5% per month. If Customer pays within 20 days, a 2% discount shall apply. In the event it is necessary for Contractor to employ an attorney or other third-party to pursue collection of payment, it is agreed that the Contractor shall be entitled to the costs of such employment.
- Free time of **2 (two)** hours per load will be allowed for in this quote for loading; and the same period for unloading. Detention charges will accrue after this free time has expired at the rate as stated in the proposal.

- Advance notice of up to **21 (twenty-one)** days is needed to coordinate equipment availability and permit approval.

**15. DIRECT DISCHARGE CHARGES**

Pricing does not include direct discharge from ship to truck or Free Along Side (F.A.S.) service truck-to-ship.

**16. NO HAZARDOUS MATERIALS**

Unless stated in writing to the contrary, in advance of shipping, Customer certifies that no portion, component, or content of this cargo qualifies as Hazardous Material by any definition of that term under any Federal, State and/or local law.

**17. NON-DISCLOSURE**

Contractor offers this quote in good faith and the data, plans, processes and other information provided herein are considered confidential and shall not be disclosed to third parties without the express permission of Customer.

**This quote may not be assigned to any other party.**

These conditions are presented for a requested bid and signature constitutes acceptance of the commercial offering and provisions of the quote AND IS SUBJECT TO A MUTUALLY AGREEABLE EXECUTED CONTRACT. If no contract is issued these terms and conditions control. The foregoing TERMS AND CONDITIONS upon acceptance by execution below supersede any other terms represented in related Purchase Orders for this project, regardless of date received, or commencement of work.

**Agreed and accepted by:**

Superior Transportation, Inc: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Customer: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_