

## **A PLUS EXPRESS INC TERMS AND CONDITIONS**

### **Carrier's Limited Liability**

In the absence of a "declared value" noted by the shipper at the time of pickup by the carrier, the carrier's limits of liability will be \$0.50 (fifty cents) per pound or \$50 minimum for loss or damage to the shipment's contents.

### **Concealed Damage - Carrier Liability**

#### **Time Limits - Carrier Liability**

Concealed damage claims require notification to the carrier by registered letter within fifteen (15) days total after delivery date. Notification of concealed damage or loss beyond the fifteen (15) day time limit will result in declination of the claim.

Formal claims must be filed within 270 (total days) from the date of delivery. Failure to file a formal claim within the above-mentioned time limitations will result in declination of the claim.

### **Terms, Conditions and Limitations of Liability**

Shipper agrees that the goods described herein are accepted in apparent good order (except as noted) for transportation as specified, subject of governing rules and tariffs in effect on the date of this bill of lading.

All weights entered on this bill of lading are subject of verification by the Carrier, if dimensional weight applies under terms of governing tariffs, dimensions of the shipment, in inches, are to be shown on the bill of lading.

### **LIMITATION OF LIABILITY**

Carrier's liability for loss or damage is limited to \$50 for any shipment of 100 pounds or less; and carrier's liability for shipments greater than 100 pounds is limited to \$0.50 (fifty cents) per pound, applicable only to that portion of the shipment actually lost or damaged, UNLESS THE SHIPPER DECLARES AND PAYS FOR A HIGHER VALUE.

The shipper may increase Carrier's liability by declaring and initialing a higher value on the face of the bill of lading and paying the additional charges. Declared value may not exceed actual value. Carrier's liability for complete loss or damage will be the lesser of the total declared value or the total actual value. Carrier's liability for partial loss or damage will be prorated based on the ratio of total declared value to total actual value. For example: Shipper tenders goods with a total actual value of \$10,000. Shipper declares and pays for a value of \$5,000. Partial loss or damage occurs in the amount of \$4,000. Claim would be settled for \$2,000 (ratio of total declared value of \$5,000 to total actual value of \$10,000 X partial loss or damage of \$4,000 = \$2,000).

The Carrier will not be liable for the Shipper's acts, defaults, or omissions including but not limited to, improper or insufficient packing, securing, marking or addressing or for the acts, defaults, or omissions of the party receiving the goods or any other party with an interest in the goods.

The Carrier will not be liable for the loss, damage, or delay caused by events it cannot control or foresee, including but not limited to, acts of God, acts of public enemies, acts of public authorities, quarantine, inherent vice, strikes, riots, and civil commotions.

Base Transportation Rate and an excess value charge of \$0.60 cents per \$100 or fraction thereof by which the released value exceeds that for which the base rate applies.

THE CARRIER WILL NOT BE LIABLE FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, WHETHER OR NOT THE CARRIER KNOWS THAT SUCH DAMAGES MAY BE INCURRED.

#### CLAIMS

Any claim for damages discovered after delivery of a shipment and not noted on the delivery receipt, must be submitted to Carrier, in writing, within 15 days (total) of the delivery date. Any claim for loss or damage noted at the time of delivery must be submitted to Carrier, in writing, within 270 days (total) after acceptance of shipment by Carrier. No claim for loss or damage will be processed until all transportation charges have been paid. Claims cannot be deducted from transportation charges. Claims must be submitted in writing to the Claims Department, 11693 Missouri Bottom Road, Ste 500, Hazelwood MO 63042 or emailed to [claims@aplus-stl.com](mailto:claims@aplus-stl.com).

#### LIMITATION OF ACTIONS

The Carrier will not be liable in any action or enforce a claim unless (1) the above-mentioned terms and conditions have been complied with by the Claimant and, (2) such action is presented within two years from the date the Carrier notified Claimant, in writing, that it had disallowed the claim in whole or in part.

The Carrier shall be entitled to reasonable attorney's fees in any action it takes to collect charges for this shipment. Any disputes, disagreements or litigation arising because of this invoice, or the contract for transportation services represented by this invoice or any associated bills of lading or other documents associated herewith, shall be subject to the jurisdiction and venue of the St Louis County Circuit Court, State of Missouri. Both parties to this invoice expressly acknowledge and agree that this agreement relative to jurisdiction and venue is a condition precedent to A Plus Express hauling or delivering any freight or goods whatsoever. This agreement, as to jurisdiction and venue, may only be waived in writing and signed by an authorized representative of A Plus Express Inc.

#### OTHER

No employee, agent, servant, or representative of Carrier has the authority to add, alter, modify, or waive any provision of this contract, governing rules, or tariffs.

#### RULE 95 - INDEMNIFICATION

The shipper and the consignee shall be liable, jointly and severally, to pay or indemnify A Plus Express Inc. for all claims, fines, penalties, damages, attorney's fees, court costs and fees, other costs and sums which may be incurred, suffered or disbursed by A Plus Express Inc. by reason of any violation of any of the rules and regulations contained in A Plus Express Inc. rules and regulations or any other default of the shipper or consignee with respect to a shipment.

#### RULE 100 - LIABILITY FOR CHARGES

The shipper and consignee shall be liable, jointly, and severally, for all unpaid charges payable on account at a shipment pursuant to applicable rules and regulations including, but not limited to, sums advanced or disbursed by A Plus Express Inc. on account of such shipment.

#### CARRIER'S LIEN

A Plus Express Inc. shall have a lien on the shipment for all sums due and payable to A Plus Express Inc. pursuant to Rule 95 and Rule 100. In the event of nonpayment of any sums payable to A Plus Express Inc., A Plus Express Inc. will hold the shipment subject to storage charges and/or will dispose of the shipment at public or private sale without notice to shipper or consignee, paying itself out of the proceeds of such sale of sums due and payable, including storage charges.