



MASTER TRANSPORTATION SERVICES AGREEMENT

This Master Transportation Services agreement is made as of this _____ day of _____, 2017 between DTH Expeditors, Inc. ("DTH") and _____, (hereinafter "Shipper").

Section 1. Transportation Services

- A. Shipper, at its discretion, will tender shipments cargo to DTH from time to time for transportation by DTH pursuant to the terms and conditions set forth herein. Nothing herein shall be construed as an agreement for a specific number of shipments to be tendered to DTH. DTH shall not be required to furnish any specific number of vehicles or to haul any specific number of shipments of cargo.
- B. DTH shall provide serviceable equipment and vehicles maintained in good and legal operating condition in order to perform the services set forth herein. Carrier shall, at all times, be responsible for and pay all costs and expenses necessary or incidental to the maintenance and operation of the equipment and vehicles, including the cost of fuel, supplies, licenses and permits.
- C. DTH is a certified participant in compliance with the Federal Aviation Administration Regulation, part 109, a federal security program. Shipper authorizes DTH or its Authorized Agent Representatives, consent to search/screen all cargo tendered on behalf of the listed Shipper from this date forward as required by TSA Cargo Security Measures 3.1.E.2. Further, Shipper and DTH agree to comply with any and all rules and regulations dictated by the Transportation Security Administration or other federal, state or local law enforcement agencies.
- D. Dangerous Goods — DTH may at their sole discretion accept and carry certain dangerous goods. The dangerous goods will only be accepted if they comply with all applicable regulations and or requirements as they pertain to packing and documentation.
- E. This agreement is entered into pursuant to 49 USC 14101(b), and the parties hereto expressly waive any and all rights under the Carmack Amendment, i.e., 49, USC 14706 et. seq. to the extent any term, condition, limitation, etc. in this agreement differs therefrom.

Section 2. Air Freight Shipments

- A. Shipper agrees that if service level is not marked on bill of lading, the shipment will automatically be shipped as Second Day. Does not apply to Next Flight Out (NFO) shipments.
- B. An Air Cargo shipment that contains a piece with a length of eighty-five inches (85") or greater, or a height or width of fifty-nine inches (59") or greater, or with a chargeable weight of more than 250 lbs. may require an additional business day of transit. An upgrade in service is available to meet the required delivery due date, namely a surcharge of 30% of the applicable rate for the service level requested. If service cannot be performed with the upgrade surcharge at the same level of service, then the shipment will be rated at the next higher level of service with the 30% surcharge added to the base transportation rate in order to meet the delivery requirement.

Note: A shipment containing a piece with a length greater than one hundred twenty-one inches (121"), or with a width greater than eighty-four inches (84") that requires a main deck cargo aircraft transport will be subject to an additional double pallet position surcharge based upon the carrier's application of same to the contract pricing schedules. This surcharge will be applied on a per spot quote basis.



- C. Shipments are subject to re-weigh. The Shipper warrants that the shipment is packaged in accordance with industry standards to withstand the normal rigors of transit. Any glass, fragile items, or electronic equipment must be identified as such and be professionally packaged or crated for shipment or any claim for damage to such shipment will be denied.
- D. If Dimensional Weight applies under tariff rule, show dimensions in inches on bill of lading thus: (length x width x depth) divided by 194 (Domestic) or 166 (International) – dimensional weight. Charges will be calculated on the dimensional weight if it exceeds actual weight.
- E. Shipper must enter the amount of any Shipper's C.O.D. which shall be collected subject to the fee and rules of the delivering Carrier. Unless caused by DTH Expeditors, Inc. willful and intentional misconduct, under no other circumstances shall DTH Expeditors, Inc.'s liability relating in any way to Shipper's C.O.D. exceed a total of \$50.00 for an entire shipment. There is a \$35.00 C.O.D. fee. DTH Expeditors, Inc. will not be responsible for any consequential damages resulting from loss or delay of shipment or error in Shipper's C.O.D. delivery.
- F. Delivery shall be made by the Carrier to the Consignee at a point where delivery service is available at applicable tariff charges unless instructions to specified by the Shipper under Special Instructions.
- G. In tendering the shipment for carriage, Shipper understands and agrees that certain shipments, due to their inherent nature, size or special handling requirements, require advance arrangements with the air carrier.
- H. Payment terms are net due upon receipt. Contract or Special rates may be considered void and the shipment re-rated at full charges if invoice is not paid in terms. Contract or Special rates only apply to prepaid shipments unless specifically stated in a contract rate proposal.
- I. The consignor and consignee shall be liable jointly, for all unpaid charges payable on account of a shipment pursuant to the contract, and to pay, indemnify, and/or hold harmless DTH Expeditors, Inc. for any and all claims, fines, penalties, damages, costs, or other sums as may be incurred, by reason of any violation of the conditions of this contract by the shipper, consignee or other agents. Payment terms are due upon receipt. All fees are due when invoice is rendered, overdue accounts will be assessed interest calculated at 18% per annum.
- J. DTH Expeditors, Inc. is hereby granted a lien and security interest in all goods being shipped for the sums due and payable to, and has the right to all remedies under the Uniform Commercial Code or other applicable laws for failure to pay said sums when due shall be entitled to dispose of said goods by private or public sale paying itself from the proceeds thereof any and all sums due and payable, plus any storage costs.

Section 3. Pricing and Responsibility for Services of DTH

- A. Spot Quotes - Shipper agrees to pay the price of agreed upon spot quotes as memorialized via email or other writing of any type.
- B. Standard Rates - Customer contractual rates or tariffs will apply if agreed upon by both DTH Expeditors, Inc. and said customer in writing.
- C. Shipper agrees that it will be responsible for all freight charges if DTH is unable, for any reason, to collect from consignee or third party after DTH has made written demand for the same with such charges being unpaid by the consignee or third party for thirty (30) days.



Section 4. Use of Other Motor Carriers

- A. Shipper acknowledges that DTH may utilize the services of other carriers to transport the subject freight from time to time and expressly approves of the same. To the extent DTH does not touch the freight and the shipment is brokered to another motor carrier for the transportation, Shipper and DTH acknowledge that such brokerage will be conducted by DTH Express, Inc. with brokerage authority from the FMCSA under USDOT No. 2234991. With respect to such brokered shipments DTH agrees to have responsibility as set forth herein for any shipment tendered to it that is lost, damaged or delayed by any other carrier performing services herein. This responsibility is solely related to responsibility for loss, damage or delay to the cargo itself and not intended in any way, however slight to suggest that DTH as direction or control over the other carrier for any other purpose.

Section 5. Liability of DTH for Lost, Damaged or Delayed Shipments

- A. DTH shall not be liable for any loss, damage, delay, mis-delivery, or non-delivery or other result caused by:
1. The act, default or omission of the consignee or consignor.
 2. The nature of the shipment or defect or inherent vice thereof.
 3. Improper or insufficient packing, securing, addressing, or any violation of the terms contained in this contract.
 4. Acts of God, perils, in the air, public enemies, hazards incident to the state of war, or any other factor beyond the control of DTH.
- B. DTH's liability for any loss, damage or delay to cargo is limited to \$.50/lb., \$100.00, or the actual value of each piece, which may have been lost or damaged, whichever is less. To the extent that Shipper wishes for DTH to accept liability greater than that set forth herein, Shipper shall contact its DTH customer representative at 770-253-7630 and obtain DTH's agreement, in advance of the shipment, with such agreement memorialized in the bill of lading or shipping documentation. DTH drivers do not have the authority to alter the terms of this agreement and, in particular, this limitation of liability language.
- C. Shipper agrees that DTH is not agreeing to transport items of extraordinary value including, but not limited to, fine art, jewelry, money, precious metals, gems, furs, coins, bullion, or securities and other negotiable items. Such items are not acceptable for transport. To the extent any item of extraordinary value is inadvertently or otherwise transported by DTH, Shipper agrees that DTH's maximum liability will be \$.50 per pound for such item unless an officer of DTH agrees, in writing, to the transportation of the item with extraordinary value and agrees to increase DTH's liability for the same as set forth herein.
- D. Carrier liability on international shipments is \$50.00 minimum or \$9.07 per pound, whichever is greater, unless higher value is declared on air waybill and applicable charges paid thereon.
- E. Claims Procedure - In the event of loss, damage or delay, a condition precedent to DTH's liability for all shipments (including concealed damage claims of any type) is written notice to the following address via email and certified mail within fifteen (15) days. All merchandise must be retained in original shipping container until DTH or its agent has had time to inspect the cargo. No lawsuit related to the loss, damage or delay to cargo will be valid unless instituted within one year of the date the shipment was delivered to its final destination or scheduled to be delivered to its final destination, whichever occurs first.



- F. Receipt of the shipment by the consignee without a notation on the airbill or bill of lading of loss, damage or delay shall be prima facie evidence that the same has been delivered in good condition and in accordance with the airbill or bill of lading. The airbill or bill of lading shall be prima facie evidence of the conclusion of the contract of the receipt of the shipment and of the conditions of transportation.
- G. A condition precedent to the payment of any claim for loss, damage or delay to a shipment will be payment of all transportation charges hereunder. The amount of claim may not be deducted from the transportation charges.

Section 6. Dispute Resolution

- A. If any dispute arises, it shall be submitted to a court of competent jurisdiction in Coweta County, GA or the Federal District Court for the Northern District of Georgia, Newnan Division. The prevailing party shall be entitled to recover all fees and costs, including attorney fees in any litigation.
- B. In the event any provision of this agreement shall be deemed invalid, it shall not affect any remaining clause, phrase or section of this agreement.

DTH EXPEDITORS, INC.:

SHIPPER:

Name: _____

Name: _____

Date: _____

Date: _____