

General Terms, Conditions, Rules and Liabilities

Please read carefully!

1. In utilizing the services of Quad Logistics Services, LLC D/B/A QuadExpress (hereinafter QuadExpress) for arranging of, or for the transportation of goods; Shipper / QuadExpress' Customer (hereinafter Customer) agrees to the following terms and conditions. These terms and conditions are non-negotiable unless otherwise agreed to in writing by both parties. No employee, agent or an independent contractor of QuadExpress has any authority to waive any of the terms and conditions contained herein.
2. Customer warrants that all shipments will be tendered in apparent good order and condition and will thus be properly described on the applicable bill of lading. Customer further warrants that all packages will properly marked labeled and addressed and that their contents will be adequately packaged and secured as to prevent damage during the rigors of normal transportation. Customer acknowledges that it will strictly adhere to any applicable packaging guidelines set forth by the National Motor Freight Classification (NMFC).
3. Unless otherwise expressly provided in writing, QuadExpress will not arrange or provide transportation for the following items: any shipment prohibited by law, bonds, negotiable securities, currency, money, coins of any kind, gems or precious stones (cut or uncut), pearls, industrial diamonds, precious metal as processed concentrates, bullion or live animals.

Within the limitations noted, the following items are acceptable for transportation services, (a.) furs, fur clothing, jewelry, art work (original or reproduced), antiques or watches when the total shipment value of said items does not exceed two thousand dollars (\$2,000.00); (b.) film (processed or unprocessed) when the total shipment value of the goods does not exceed one thousand dollars (\$1,000.00) per shipment; (c.) bids, contracts or other time sensitive written material when the value of the goods does not exceed twenty-five centers (\$0.25) per pound;
4. On the following commodities QuadExpress' liability (when acting as a Freight Forwarder) will be limited to twenty-five cents (.25¢) per pound unless otherwise agreed to in writing: used goods, used machinery, reconditioned goods, electronics, computers, lap top and tablet computer devices, cellular phones, personal effects, alcoholic beverages, beer, wine, perishables and produce. QuadExpress reserves the right to prohibit or restrict any item from transportation at any time at its sole discretion.
5. QuadExpress does not guarantee carriers in engages will pickup, transport or deliver by a stipulated date or a stipulated time, nor shall QuadExpress be liable for any consequences arising from carriers it engages failure to do so.
6. All parties to shipments arranged by QuadExpress shall hold QuadExpress harmless from any special, incidental or consequential damages, including but not limited to loss of profits, income, interest or utility or loss of market, resulting from the transportation of shipments arranged by QuadExpress regardless of whether or not QuadExpress had knowledge that such damages might be incurred.

7. Receipt of any shipment by the consignee or the consignee's agent without written notice of exception on the delivery receipt / bill of lading shall be prima facie evidence that the shipment received ordinary care in handling and was delivered in good condition. Neither QuadExpress nor the carriers it engages are responsible for concealed loss or damage to any shipment that received ordinary care in handling and was delivered in apparent good condition.
8. QuadExpress, as an accommodation to Customer will manage freight claims on behalf of Customer including filing, communication with carriers, collection and appropriate status reports.
9. In the event of loss or damage to goods in transit, Customer agrees to provide all appropriate documentation such as bills of lading, receiving or OS&D reports, invoices, etc. to QuadExpress. QuadExpress in turn, will process and file claims with appropriate carries on behalf of Customer.
10. Claims must be made in writing and sent to QuadExpress prior to 9 months of the date of delivery. No claim will be processed unless all outstanding transportation charges have been paid.
11. QuadExpress shall use reasonable efforts to collect or negotiate settlement of all claims, subject to approval by Claimant. All funds recovered or collected in satisfaction of a loss or damage claim will be passed on to Claimant. Claimants/Customers/Shippers/Consignees agree that QuadExpress reserves the right to set-off open freight charge balances against any monies received for the payment of cargo loss and damage claims.
12. Customer retains the right to file cargo, loss and damage claims with the motor carrier directly. Customer further agrees and acknowledges that shipments arranged by QuadExpress may be subject to the underlying carrier's rules tariff and/or limits of liability.
13. In no way shall QuadExpress be liable for any cargo loss, damage or delay, mis-delivery, non-delivery or any other adversity not caused by the actual negligence of itself, its employees or its agents.
14. QuadExpress is not obliged to obtain insurance on Customer's behalf absent Customer's written request for QuadExpress to procure insurance for a particular transaction. Customer shall pay all premiums and costs incurred by QuadExpress in connection with any requested insurance.
15. QuadExpress may engage and utilize substitute carriers or modes of transportation and select the routing for any shipment.
16. QuadExpress may at its discretion tender the Customer's goods to another Third Party subject to the Third Party's limitations of liability and subject to all other terms and conditions of the Third Party's service. Customer understands and agrees that Third Parties to whom QuadExpress entrusts Customer's goods may impose terms and conditions of their service, including limiting their liability for loss, damage or delay. Absent the Customer's written request, QuadExpress is not required to inform Customer regarding any such liability limitations or other terms or conditions of a Third Party. Customer agrees that in no event shall QuadExpress' liability ever be greater than that of the underlying Third Party's liability as provided for in its tariff, rules or terms and conditions.
17. Payment of invoices for services provided are due fifteen (15) days from the presentation of the invoice (invoice date). Any shipment on which a quoted rate or discount has been applied will be subject to the full tariff rate if not paid within fifteen (15) days from the invoice date. Any invoice not paid within fifteen (15) days from invoice date is deemed delinquent.
18. If charges invoiced for services provided are not paid in full within fifteen (15) days from invoice date, QuadExpress may assess a late payment charge up to 1.5% monthly or the maximum rate amount permitted by law, whichever is less, on the unpaid balance.
19. Customers, consignors and consignees shall be liable jointly and severally (a.) for all unpaid charges applicable for the services rendered pursuant to these terms and conditions and (b.) to pay or indemnify QuadExpress for all claims, fines, penalties, damages, costs, or other sums which may be incurred by QuadExpress by reason of any violation of these terms and conditions or any other default of the "customer", the consignor, the consignee, or their agents.
20. QuadExpress shall have a lien on this shipment for all sums due and payable to QuadExpress on account of Customer or consignee. QuadExpress may refuse to surrender possession of lien shipment until such sums are paid. Should QuadExpress bring legal action for the enforcement of the terms and conditions contract or collection of any sums due and payable under these terms and conditions, QuadExpress shall be entitled to reasonable attorney fees and costs incurred in pursuing its remedies hereunder.

21. These terms shall be governed and construed in accordance with the laws of the State of Wisconsin. Any controversy or dispute arising out of, or relating to, these terms, unless settled by mutual accord shall be submitted to and advanced in the jurisdiction and venue of QuadExpress' corporate office at 1000 Remington Blvd. Suite #300 Bolingbrook, IL 60440.
22. Customer agrees that these terms, conditions and liabilities shall be binding upon all shipments tendered to QuadExpress, their successors and assigns. Should any provision of these terms be held invalid or unenforceable, the remainder of the provisions and the application thereof other than those provisions as to which it shall have been held invalid or unenforceable, shall not be affected thereby and shall continue valid and enforceable to the fullest extent permitted by law or equity.
23. Except as otherwise provided herein, QuadExpress warrants to Customer that it shall use reasonable care, diligence, and skill to provide services and makes no other express or implied warranty in connection with its services or the services of any third party. (b) QuadExpress' recommendation or engagement of a third party to render services for or on behalf of Customer shall not constitute QuadExpress' representation or warranty that such third party will render adequate services.
24. QuadExpress shall not be liable to Customer for any negligent or intentional act, omission, or inaction of such any third parties, including without limitation, any delay or loss that occurs while a shipment is in the custody or control of a third party.
25. QuadExpress shall not be liable for its negligent selection or entrustment of a third party. Customer shall bring all claims involving any negligent or intentional act, omission, or interaction of a third party solely against that third Party, whether or not the third party was recommended or engaged by QuadExpress.
26. QuadExpress shall not be liable to Customer for any delay or loss caused by the selection or change of a particular shipping route or shipping procedure, whether or not recommended, selected, or changed by QuadExpress or by any third party it engages.
27. QuadExpress shall be liable only for its own actions and omissions, including breach of these terms and conditions, the terms of any invoice or bill of lading, and the terms of any other agreement with the Customer.
28. In no event shall QuadExpress be liable or responsible for any actual, consequential, special or incidental damages including but not limited to Customer's lost profits, loss of goodwill, or increased overhead, even if QuadExpress knew or should have known that the Customer would or might incur additional damages.
29. The Customer shall forever indemnify, defend, refrain from suing, and hold harmless QuadExpress, its parent company, subsidiaries, affiliates, shareholders, directors, officers, employees, agents, contractors, representatives, and third parties engaged by QuadExpress, of and from all claims, damages, losses, lawsuits, administrative proceedings, all other proceedings, liabilities, costs, and expenses, wherever and whenever brought or occurring, wholly or partially caused by or involving: (a) any latent or patent condition, any quality, or any part of Customer's goods, (b) any conduct, omission, or misstatement, by the customer or of any third party acting for on behalf of Customer, whether or not intended, unintended, negligent, or knowingly or unknowingly in violation of any law, treaty, convention, agreement, documentation, or industry practice, (c) any documentation, information, or instruction, or the lack thereof, given or not given to QuadExpress or any third party by the Customer or any third party acting for or on behalf of the Customer, and (d) any release of the Customer's goods by QuadExpress contrary to any third party instruction. By way of example and not limitation, the foregoing shall include claims for property damage, personal injuries; fines and penalties; the expenses of domestic and international travel; storage and demurrage charges; lodging, meals; and the fees of consultants, experts, and attorneys.
30. Customers/Shippers/Carriers engaging QuadExpress for the arrangement of non Freight Forwarding transportation moves such as Full Truck Load (TL) shipments, Less Than Truckload (LTL) shipments and shipments handled by QUADEXPRESS in a "Managed Transportation" environment agree that all such moves will be arranged by Quad Logistics Services, LLC D/B/A QuadExpress under their Broker authority (MC 415566).

QuadExpress as a Broker (and not a motor carrier), shall exercise reasonable care in the selection of carriers and shall only engage carriers that (i) hold operating authority and insurance in compliance with the applicable federal regulations, (ii) that will transport shipments on a bill of lading with terms no less favorable to the Customer/Shipper than the terms of the Uniform Straight Bill of Lading, and (iii) that agree to settle valid claims for loss and damage, if any, pursuant to 49 CFR 370. Shipper's insertion of the QuadExpress (Quad Logistics Services, LLC d/b/a/ QuadExpress) name (in any form) as the carrier on a bill of lading shall be for the Shipper's convenience only and shall not change QuadExpress' status as a property broker.
31. QuadExpress will use reasonable care in the selection of carriers it utilizes. If any such claim arises due to QuadExpress' failure to exercise reasonable care in the selection of the carrier, QuadExpress' liability shall not exceed \$50.00 per shipment in aggregate.

OCEAN FREIGHT / NVOCC SERVICES:

Customer/Shippers engaging QuadExpress for Ocean Freight / NVOCC services, agree and understand that their liabilities will be the same as liabilities indicated under The Carriage of Goods by Sea Act (COGSA): 46 U.S.C. § 1300-1315.

AIR FREIGHT:

QUADEXPRESS's liability for all air freight shipments will be no greater than .50¢ per pound. Regardless of form or mode of transport, shipments moving under an airway bill will have a release value of no greater than .50¢ per pound.

Customer/Consignor/Consignee understands and agrees to all of the applicable preceding terms and conditions. If in the event of a conflict of terms, the terms stated heretofore shall supersede any said conflict in terms. These terms and conditions may change without notice.

Quotations as to fees, rates of duty, freight charges, insurance premiums, and other charges given by QuadExpress to the Customer are for informational purposes only and are subject to change without notice; no quotation shall be binding upon QuadExpress unless QuadExpress agrees in writing to undertake the handling or transportation of the shipment at a specific rate or amount set forth in the quotation and payment arrangements are agreed to between QuadExpress and the Customer.