

Terms and Conditions

BTC Transportation Systems, Inc. reserves the right to separately modify any term or condition of service, including, but not limited to, the rates, services, features of service, and these terms and conditions, for any individual customer. The customer includes the shipper (consignor) and the receiver (consignee).

The following are the Terms and Conditions applicable to the transportation of any item by BTC Transportation Systems, Inc. If there is a conflict between these terms and conditions and the terms and conditions of any BTC Transportation Systems, Inc. documentation, the terms and conditions in this document, will control.

Transportation: BTC Transportation Systems, Inc. reserves the right to transport a customer's freight through the use of subcontractors.

Delivery: The receiver's (consignee's) delivery location is responsible for the unloading of the shipment. A \$125 an hour waiting fee is assessed for deliveries that have arrived and are not unloaded by the consignee.

Payment: Rates and service quotations are based upon initial information provided, but final rates and service may vary based upon the shipment actually tendered and the application of these terms and conditions. In the event that the customer fails to pay for any purchases made on credit terms extended by BTC Transportation Systems, Inc. within the time terms within which payment is to be made (which shall be net 30 unless otherwise agreed in writing), the customer agrees: (i) to pay BTC's legal fees incurred to collect the unpaid balance due and all other collection costs; and (ii) to pay interest on the unpaid balance from the date of shipment to the date of payment in full at the highest legal interest rate. In lieu of legal fees, BTC may recover as damages from the customer and/or any party that is liable for payment, the full jurisdictional amount available as damages in the Special Civil Part of the New Jersey Superior Court for corporate plaintiffs not represented by legal counsel.

Disclaimers as to the shipper (consignor) and receiver (consignee): Neither BTC Transportation Systems, Inc. nor any of its subcontractors will be liable to any party for any of the following:

- Late delivery
- Personal injury
- Lost profits
- Consequential damages
- Indirect damages

See below Transportation Law for further liabilities of the consignor and consignee. In all cases of direct damages, the subcontracted trucker of the shipment is solely liable and BTC shall have no liability for direct damages. The individual subcontracted trucker is responsible for damages under the terms of their cargo insurance. Any damages must be marked on the bill of lading.

Without limiting the generality of the forgoing, BTC will not be liable for, nor will any adjustment, refund or credit of any kind be given, as the result of, any loss, damage, delay, miss-

delivery, non-delivery, misinformation or any failure to provide information caused by or resulting from:

- A. The act, default, or omission of any person or entity, other than BTC Transport Systems, Inc. including those of any local, state or federal government agencies.
- B. The nature of the shipment, including any defect, characteristic or inherent corruption of the shipment.
- C. Your violation of any of the terms and conditions contained in BTC Transportation Systems, Inc.'s Terms and Conditions.
- D. Criminal acts of any person(s) or entities, public authorities acting with actual or apparent authority of law, local or national weather conditions, national or local disruptions in transportation networks (as determined solely by us), labor disruptions, natural disasters (earthquakes, floods and hurricanes are examples of natural disasters), conditions that present a danger to BTC's personnel or the subcontracted trucking company, and disruption or failure of communication and information systems.
- E. BTC's compliance or noncompliance with any request to intercept a shipment in transit, or to prevent delivery.

Insurance Coverage: BTC does not provide insurance coverage of any kind. Contact an insurance agent or broker if you desire further insurance coverage in excess of the cargo insurance of the subcontracted trucker.

Warranties: WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, NOR DO ANY OF OUR SUBCONTRACTORS.

Other: All claims with respect to services by BTC Transportation Systems, Inc. shall be governed by the laws of the State of New Jersey, and the Courts of the State of New Jersey shall have jurisdiction over all such matters and all parties, to which all customers consent by utilizing BTC Transportation Systems, Inc.'s services. All invoices not paid within 30 days shall bear interest from the date of shipment at the highest rate permitted by law for loans to business entities in New Jersey as provided in N.J.S.A. 2C:21-19 and N.J.S.A. 31:1-6. In the event of any suit by BTC to collect unpaid invoices, the customer agrees to pay interest at the aforesaid maximum legal rate and to pay BTC's reasonable attorney's fees, which will be added to the amount of any judgment. In lieu of proceeding with legal counsel, BTC may elect to claim the maximum jurisdictional amount available in the Special Civil Part of the New Jersey Superior Court for corporate plaintiffs not represented by legal counsel, which additional amount will be deemed to cover BTC's expenses of bringing the claim.

Non-waiver: Any failure to enforce or apply a term or condition shall not constitute a waiver of that term or condition, or otherwise impair BTC's right to enforce or apply such a term or condition in the future.

Transportation Law and Responsible Parties: All parties agree that the consignee and the consignor are both jointly and severally liable to the carrier and its agent (BTC) regardless of any agreement between the liable parties as to who should pay the carrier. A consignee is deemed to

accept liability for payment to the carrier by acceptance of the shipment of the goods. Further, it makes no difference that the carrier never attempted to collect freight payment from the consignees upon delivery. Acceptance of delivery makes a consignee liable for all freight charges, without regard to when payment is demanded.