



1. USA Management Systems (USA) is a Federally Licensed Transportation Broker and required to comply by the laws outlined by the Department of Transportation and other Government Agencies. As a broker, USA arranges but does not actually provide motor carrier or other forms of transportation. Customer agrees that the terms set forth herein are part of the agreement between Customer and USA, and are applicable to all shipments arranged by USA for Customer. The terms herein take precedence over any conflicting terms in any shipping agreements, bills of lading or other transportation documents or contracts.
2. USA Management Systems is not a trucking company, freight forwarder, airline, ship line or a railroad and at no time does USA represent itself as being anything other than a transportation broker as that term is defined in section 371.2 of title 49 of the Code of Federal Regulations (49 CFR 371.2). All Customers doing business with USA fully understand that they retain USA as its agent to arrange transportation services and to provide logistics advice. These services include but are not limited to preparing and/or processing export declarations, booking, arranging for or confirming cargo space, preparing or processing delivery orders or dock receipts, reviewing and/or processing bills of lading, arranging crating, packing and unpacking, and warehouse storage. Customer understands that USA is not a Carrier, but that USA will select and engage carriers, warehouseman and other transportation intermediaries on behalf of the Customer.
3. USA Management Systems works directly for our Customers by assisting them to select Carriers to handle their shipments. Carriers may invoice USA for their transportation services, and in such instances Customer agrees to pay USA the invoiced sum plus any additional USA charges for its broker services. USA agrees to pay for only one freight invoice per shipment. Be aware that if a Carrier files bankruptcy the Shipper and/or Consignee of the goods could be held liable for additional freight charges if carriers, subcontractors, or owner operators are not paid for the transportation and handling of shipment(s) per Section 7 of the Bill of Lading contract.
4. All shipments move under the selected Carriers' bills of lading, rules, terms, tariffs and limits of liability. USA will not be liable for any loss, delay or damage to goods caused by a carrier or other third party. USA will assist its Customers to assert a claim for cargo loss, damage, or delay against the carrier, but the recovery on such claims will, in nearly every case, be limited by the terms of the underlying contracts of carriage and other factors beyond the control of USA. USA can provide details of this liability upon written request. Many Carriers now have web sites that have their authority, rules, terms, tariffs and limits of liability. Carrier insurance policies also have many restrictions, limitations, and exclusions with regards to claims. USA will not be liable for any special, incidental, consequential or punitive damages including lost income, profits, interest, or loss of market, whether or not USA had knowledge that such damages might be incurred. USA requires that all freight invoices be paid in full prior to USA providing assistance to Customer relative to the processing of a claim for cargo loss or damage.
5. Unless otherwise specified in writing by Customer to USA, it shall be presumed that the value of Customers goods does not exceed \$.50 per pound or \$40 per article, whichever is less, for commercial goods moving by contract or common carrier and \$.10 per pound for household or personal effects [I think special broker authority is required to broker household goods shipments, and I am not aware that USA has such authority] or shipments moving by air or deferred air service. Customer agrees that USA's liability for any loss, damage, or delay to the goods resulting from USA's negligence or other fault, if any, will be so limited. Customer is encouraged to purchase freight insurance or to instruct USA to make arrangements for the purchase of freight insurance on its behalf if the aforesaid limitations pose unacceptable risks to the Customer.
6. Transit times are not guaranteed. Some Carriers will provide guaranteed delivery service but this must be notated and agreed to between all parties in writing prior to the release of the shipment to the Carrier. No verbal guarantees are allowed. Guaranteed delivery only means that if the shipment does not deliver by the agreed date the Carrier will not charge for the shipment. There can be no additional damages claimed against the Carrier or USA Management Systems. Customer or Customer Vendor charge backs against USA or Carrier for missed appointment, late deliveries or other penalties are not allowed unless agreed to in writing prior to the release of the shipment to the Carrier. USA Management Systems' service liability is limited to \$50.00 per shipment.
7. USA Management Systems is not responsible for Customer employee injuries or property damages, Carrier driver injuries or property damages, or other injuries or property damages to the Public caused by Customer or Carrier. USA will assist Customer with the filing of the claim between responsible parties. USA Management Systems requires all motor carriers, Customers and their employees or agents follow all Federal, State and Local laws and regulations.
8. USA Management Systems personal or property injury liability is limited to \$50.00 per event and/or accident.
9. Our Customer payment terms are net fourteen (14) days. Invoices over thirty (30) days will be subject to 1.5% finance charge per month. All freight charges reflect a courtesy twenty five percent (25%) discount which is subject to cancellation by USA if the applicable invoices are not paid within sixty (60) days. In addition, customer agrees that costs of collection, attorney and other legal fees will be added to past due invoices and be paid by the Customer. USA reserves the right to report any delinquent account to the credit reporting agencies. Customer further agrees that any litigation pertaining to said fees or to the shipment in any way shall be governed by the laws of the State of California and be venued in San Joaquin County. USA shall have the right to take possession of any Customer shipment, or any subsequent shipment by the Customer, as security for the payment of outstanding shipping charges owed by the Customer to USA. If full payment is not made within thirty (30) days of demand, USA is empowered by the Customer to sell such goods by reasonable commercial means and to apply the proceeds there from to the outstanding freight and other outstanding fees and charges.
10. USA Management Systems rate quotations are estimates only and subject to change for the following reasons: weight change, wrong NMFC class, used more space in the trailer than allowed, driver delay, truck ordered and not used, storage, redelivery, re-consignment, inside delivery, driver required to assist with loading and or unloading, trailer overweight fines, residential delivery, rework unsafe or overweight loads, spills because of improper packaging and other Carrier accessorial charges per their tariff & rules. USA or Carrier will have the option to add additional freight into the same van, container or flatbed for transport along with Customer goods, provided, however, that Customer may make a written request for "Exclusive Use" of a vehicle prior to the scheduled pickup of goods. Shippers who apply a seal to the trailer without this "Exclusive Use" agreement hereby give their approval to have the seal broken in Carrier's sole discretion.
11. Customer understands that USA Management Systems Tariff, Rules, Terms and Limits of Liability are subject to change. Customer is advised to take note of the most current Tariff, Rules, Terms and Limits of Liability posted on USA website, [www.usamsi.net](http://www.usamsi.net) or they can request a fax copy at any time by calling 800-937-5634.