



MCO Freight Connection, Inc. Terms and Conditions

THESE "TERMS AND CONDITIONS" SUPERSEDE ALL PREVIOUS SERVICE CONDITIONS AND OTHER PRIOR STATEMENTS CONCERNING RATES AND CONDITIONS OF MCO FREIGHT CONNECTION, INC. MCO FREIGHT CONNECTION, INC. RESERVES THE RIGHT TO MODIFY, AMEND OR SUPPLEMENT ITS RATES, ITS SERVICE ELEMENTS, PRODUCTS AND CONDITIONS WITHOUT NOTICE.

RATES AND QUOTES

RATES OR QUOTES GIVEN BY OUR EMPLOYEES WILL BE BASED UPON INFORMATION PROVIDED BY YOU; FINAL RATES AND SERVICE MAY VARY BASED UPON THE SHIPMENT ACTUALLY TENDERED AND SERVICES ACTUALLY REQUESTED OR REQUIRED AND THE APPLICATION OF THESE "TERMS AND CONDITIONS" HEREIN. ANY MONETARY AMOUNTS STATED REFER TO U.S. DOLLARS. ANY CONFLICT OR INCONSISTENCY BETWEEN ANY OTHER WRITTEN OR VERBAL STATEMENTS CONCERNING THE RATES, SERVICE ELEMENTS, PRODUCTS AND/OR TERMS AND CONDITIONS APPLICABLE TO MCO FREIGHT CONNECTION, INC. SERVICE WILL BE CONTROLLED BY THE WAYBILL AND THESE "TERMS AND CONDITIONS", AS MODIFIED, AMENDED OR SUPPLEMENTED BY MCO FREIGHT CONNECTION, INC.. NO WARRANTIES OR GUARANTEES ARE EXPRESSED OR IMPLIED.

DEFINITIONS

"SHIPPER" MEANS ANY AND ALL ENTITIES TENDERING A SHIPMENT TO MCO FREIGHT CONNECTION, INC. FOR CARRIAGE, INCLUDING ENTITIES PHYSICALLY TENDERING SHIPMENT AND ENTITIES ON WHOSE ACCOUNT A SHIPMENT IS TO BE MADE. "SHIPPER" MEANS THE PERSON OR ENTITY WITH WHOM THE SHIPMENT ORIGINATES, AND WHOSE NAME IS LISTED ON THE WAYBILL AS THE SHIPPER, AND INCLUDES THE SHIPPER, CONSIGNOR, AND THEIR AGENTS, SERVANTS AND EMPLOYEES, AND ANY OTHER PERSON OR ENTITY HAVING OR CLAIMING AN INTEREST IN OR BENEFICIAL OWNERSHIP IN A SHIPMENT. AS USED HEREIN, "SHIPPER" SHALL INCLUDE, BUT IS NOT LIMITED TO, FREIGHT FORWARDERS, CONSOLIDATORS, PROPERTY BROKERS, CUSTOMS BROKERS, AND OTHER LOGISTICS PROVIDERS WHO TENDER SHIPMENTS TO MCO FREIGHT CONNECTION, INC. REGARDING ALL SHIPMENTS TENDERED BY ANY SHIPPER AS DEFINED ABOVE, THE SHIPPER REPRESENTS THAT IT HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF ITS CUSTOMER AND WARRANTS THAT IT IS THE DISCLOSED AGENT OF ITS CUSTOMER.

"CUSTOMER" USED HEREIN SHALL INCLUDE ANY SHIPPER, FREIGHT FORWARDER, CONSOLIDATOR, PROPERTY BROKER, CUSTOMS BROKER, OR OTHER THIRD PARTY TENDERING SHIPMENTS TO MCO FREIGHT CONNECTION, INC. WHERE ANY INTERMEDIARY, OTHER THAN THE BENEFICIAL OWNER OF THE FREIGHT, TENDERS SHIPMENTS TO MCO FREIGHT CONNECTION, INC., SUCH INTERMEDIARIES SHALL BE THE DISCLOSED AGENT OF THE BENEFICIAL OWNER OF THE GOODS AND THE TERM "CUSTOMER" SHALL INCLUDE ITS PRINCIPAL.

THE TERM "CARRIER" OR "CARRIERS" AS USED HEREIN SHALL MEAN THE INDEPENDENTLY OWNED AND OPERATED MOTOR CARRIERS AND OTHER QUALIFIED SERVICE PROVIDERS INTO WHOSE CARE, CUSTODY AND CONTROL SHIPMENTS SHALL BE TENDERED BY MCO FREIGHT CONNECTION, INC. SUBJECT TO THESE SERVICE CONDITIONS.

PAYMENT LOCATION AND TERMS

PAYMENT IS DUE UPON RECEIPT AND PAST DUE IF NOT RECEIVED WITHIN 30 DAYS AFTER THE DATE OF SERVICE. INVOICES ARE PAYABLE TO MCO FREIGHT CONNECTION, INC., P.O. BOX 593664, ORLANDO, FL 32859

CHARGE DISPUTES MUST BE SUBMITTED IN WRITING TO OUR BILLING MANAGER WITHIN TEN DAYS AFTER THE DATE OF SERVICE OR THEY BECOME FINAL. YOU WILL RECEIVE A NOTICE FOR ANY PAYMENTS THAT OVER 30 DAYS PAST DUE AND WILL BE EXPECTED TO CONTACT US WITHIN THREE DAYS AND BRING THE ACCOUNT CURRENT WITHIN 15 DAYS. YOUR COMPANY WILL BE PUT ON A CREDIT HOLD AND REFERRED TO COLLECTIONS WHEN ANY PAYMENT BECOMES 60 DAYS PAST DUE. YOU AND YOUR SERVICE MANAGER WILL BE NOTIFIED. YOU WILL BE EXPECTED TO BRING THE ACCOUNT CURRENT IMMEDIATELY. ONCE A PAYMENT BECOMES 75 DAYS PAST DUE, THE PRESIDENT / OWNER OF YOUR COMPANY WILL BE SENT A 10 DAY DEMAND LETTER DESCRIBING OUR UNSUCCESSFUL ATTEMPTS TO COLLECT PAYMENT. YOUR COMPANY WILL BE REPORTED TO CREDIT AGENCIES AND OUR ATTORNEY IF YOU DO NOT RESPOND WITHIN FIVE DAYS.

BILL OF LADING

SHIPPER AGREES THAT THE GOODS DESCRIBED HEREIN ARE ACCEPTED IN APPARENT GOOD ORDER (EXCEPT AS NOTED) FOR TRANSPORTATION, SUBJECT OF GOVERNING RULES AND TARIFFS IN EFFECT AN THE DATE OF THIS BILL OF LADING. THE TERMS AND CONDITIONS OF THE MCO FREIGHT CONNECTION, INC. WAYBILL FOR PICKUP OR DELIVERY OF A SHIPMENT SHALL SERVE AS A RECEIPT FOR GOODS DESCRIBED. OTHER CARRIER OR CUSTOMER'S WAYBILL, BILL OF LADING OR SHIPPING DOCUMENT MAY, AT OUR DISCRETION, BE USED IN LIEU OF THE MCO FREIGHT CONNECTION, INC. WAYBILL FOR SERVICES RENDERED. ANY SHIPPING DOCUMENT INCONSISTENT WITH THE TRANSPORTATION CONTRACT AND RECEIPT OF GOODS PUBLISHED IN THESE TERMS AND CONDITIONS SHALL BE EXECUTED FOR CONVENIENCE ONLY AND SHALL BE INVALID TO THE EXTENT IT CONFLICTS WITH THESE TERMS AND CONDITIONS. DRIVER OR CUSTOMER SERVICE EMPLOYEES OF MCO FREIGHT CONNECTION, INC., INC. DO NOT HAVE THE AUTHORITY TO BIND MCO FREIGHT CONNECTION, INC. TO DIFFERENT TERMS AND CONDITIONS.

WEIGHTS AND MEASURES

WEIGHTS LISTED ON BILL OF LADING ARE SUBJECT TO VERIFICATION. DIMENSIONAL WEIGHT WILL APPLY IF GREATER THAN ACTUAL WEIGHT. CALCULATION OF DIMENSIONAL WEIGHT FOR ALL SHIPMENTS IS $DWT = (L \times W \times H) / 194$.

LIMITATION OF LIABILITY

MCO FREIGHT CONNECTION, INC.'S LIABILITY FOR LOSS OR DAMAGE IS LIMITED TO \$50.00 FOR ANY SHIPMENT OF 100 LBS OR LESS; AND \$0.50 (FIFTY CENTS) PER POUND FOR ANY SHIPMENT GREATER THAN 100 LBS, UNLESS A GREATER VALUE IS DECLARED AND EXCESS VALUATION PAID FOR AT THE HIGHER VALUE; APPLICABLE ONLY TO THAT PORTION OF THE SHIPMENT ACTUALLY LOST OR DAMAGED; MAXIMUM SHIPMENT LIABILITY IS \$10,000 WITHOUT ADVANCED ARRANGEMENTS. A HIGHER VALUE MAY BE DECLARED IN WRITING AT THE TIME OF OR BEFORE THE SHIPMENT IS RECEIVED BY MCO FREIGHT CONNECTION, INC. DECLARED VALUE MAY NOT EXCEED ACTUAL VALUE. LIABILITY FOR COMPLETE LOSS OR DAMAGE WILL BE THE LESSER OF DECLARED VALUE OR ACTUAL VALUE. LIABILITY FOR PARTIAL LOSS OR DAMAGE WILL BE PRORATED BASED ON THE CHARGEABLE WEIGHT OF ENTIRE SHIPMENT, THE AVERAGE WEIGHT PER PIECE, AND THE NUMBER OF MISSING OR DAMAGED PIECE(S). MCO FREIGHT CONNECTION, INC. WILL CHARGE FOR EXCESS VALUATION DECLARED UNLESS A LETTER OF RELEASE IS ON FILE WITH MCO FREIGHT CONNECTION, INC. RELEASING MCO FREIGHT CONNECTION, INC. OF LIABILITY OVER THE AFOREMENTIONED MAXIMUM.

CLAIMS

TIME LIMITS FOR FILING A FORMAL WRITTEN CLAIM FOR LOSS, DAMAGE OR SHORTAGE IS SIXTY DAYS FROM DATE OF DELIVERY. NOTIFICATION OF VISIBLE DAMAGE OR SHORTAGE MUST BE NOTED ON DELIVERY RECEIPT AT TIME OF DELIVERY. MCO FREIGHT CONNECTION, INC. IS NOT RESPONSIBLE FOR CONCEALED DAMAGE. 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 MCO FREIGHT CONNECTION, INC., INC., CLAIMS DEPARTMENT, P.O. BOX P.O. Box 593664, ORLANDO, FL 32859.

INDEMNIFICATION

THE SHIPPER AND THE CONSIGNEE SHALL BE LIABLE, JOINTLY AND SEVERALLY, TO PAY OR INDEMNIFY MCO FREIGHT CONNECTION, INC., 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 MCO FREIGHT CONNECTION, INC., INC. BY REASON OF ANY VIOLATION OF ANY OF THE RULES AND REGULATIONS CONTAINED IN MCO FREIGHT CONNECTION, INC., INC. RULES AND REGULATIONS OR ANY OTHER DEFAULT OF THE SHIPPER OR CONSIGNEE WITH RESPECT TO A SHIPMENT.

LIABILITY FOR CHARGES

THE SHIPPER AND CONSIGNEE SHALL BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL UNPAID CHARGES PAYABLE ON ACCOUNT OF A SHIPMENT PURSUANT TO APPLICABLE RULES AND REGULATIONS INCLUDING, BUT NOT LIMITED TO, SUMS ADVANCED OR DISBURSED BY MCO FREIGHT CONNECTION, INC., INC. ON ACCOUNT OF SUCH SHIPMENT.

NO SPECIAL DAMAGES

NEITHER MCO FREIGHT CONNECTION, INC. NOR ITS CARRIERS SHALL HAVE ANY LIABILITY FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES.

EXCEPTIONS FROM LIABILITY

WITHOUT WAIVER OF ANY OTHER PROVISION OF THESE "TERMS AND CONDITIONS", MCO FREIGHT CONNECTION, INC. AND ITS CARRIERS SHALL NOT BE LIABLE FOR ANY DAMAGE OR LOSS OF ANY NATURE CAUSED BY (I) ACTS OF GOD, PUBLIC ENEMY, OR PUBLIC DANGER INCIDENT TO A STATE OF WAR; (II) ANY DEFAULT OF THE SHIPPER OR CONSIGNEE; (III) THE NATURE OF THE SHIPMENT, OR ANY DEFECT, CHARACTERISTIC OR INHERENT VICE OF THE SHIPMENT; (IV) VIOLATIONS BY THE SHIPPER OR CONSIGNEE OF ANY CONDITIONS OF THESE "TERMS AND CONDITIONS"; (V) COMPLIANCE WITH LAWS, GOVERNMENTAL REGULATIONS, ORDERS OR REQUIREMENTS OF ANY JURISDICTION; OR (VI) ANY OTHER CAUSE BEYOND MCO FREIGHT CONNECTION, INC.'S CONTROL.

FUEL SURCHARGE

WE RESERVE THE RIGHT TO ASSESS FUEL SURCHARGES ON SHIPMENTS WITHOUT NOTICE. THE AMOUNT AND DURATION OF SUCH SURCHARGES WILL BE DETERMINED BY OUR SOLE DISCRETION. (FUEL SURCHARGE SCALE AVAILABLE ON "RATES" PAGE OF www.mcofreight.com). BY TENDERING YOUR SHIPMENT TO MCO FREIGHT CONNECTION, INC., YOU AGREE TO PAY THE SURCHARGE IN EFFECT, AS DETERMINED BY MCO FREIGHT CONNECTION, INC.

AIR CARGO SECURITY

CUSTOMER CERTIFIES THAT IT IS IN COMPLIANCE WITH TSA SECURITY REQUIREMENTS WHEN TENDERING SHIPMENTS DESTINED FOR TRANSPORT VIA AIR CARGO AND THAT THE SERVICES OF MCO FREIGHT CONNECTION, INC. AND ITS CARRIERS ARE OF A NON-EXCLUSIVE GROUND SERVICE AGENT.

TARIFF AND POINTS SERVED LIST

MCO FREIGHT CONNECTION, INC. RESERVES THE RIGHT TO CHANGE OUR TARIFFS, TARIFF RULES, AND POINTS SERVICED LIST WITHOUT NOTICE. THE APPLICABLE VERSION WILL BE THE ONE EFFECTIVE AS OF THE DATE THE SHIPMENT IS TENDERED TO MCO FREIGHT CONNECTION, INC.

WEBSITE

THE MCO FREIGHT CONNECTION, INC. WEBSITE LOCATED AT www.MCOFreight.com IS OWNED AND OPERATED BY MCO FREIGHT CONNECTION, INC. AND IS FOR THE CONVENIENCE OF MCO FREIGHT CONNECTION, INC. CUSTOMERS. ANY UNAUTHORIZED USE OF THIS WEBSITE IS STRICTLY FORBIDDEN.

INFORMATION OBTAINED FROM THE WEBSITE MAY BE CHANGED AND UPDATED UNTIL FINAL BILLING IS COMPLETED. INFORMATION, INCLUDING CHARGES, RECEIVED VIA THE WEBSITE MAY BE ADJUSTED ACCORDING TO THE TARIFF IN PLACE AND ACTUAL SERVICES RENDERED AT THE TIME SHIPMENT IS HANDLED. MCO FREIGHT CONNECTION, INC. IS NOT BOUND BY CHARGES OR INFORMATION OBTAINED PRIOR TO FINAL BILLING.

OTHER

NO EMPLOYEE, AGENT, OR REPRESENTATIVE OF MCO FREIGHT CONNECTION, INC., INC. HAS THE AUTHORITY TO ADD, ALTER, MODIFY, OR WAIVE ANY PROVISION OF THESE RULES OR TARIFFS.

MISCELLANEOUS TERMS

IF ANY PROVISIONS OF THESE "TERMS AND CONDITIONS" SHALL BE DEEMED UNENFORCEABLE, ALL REMAINING PROVISIONS SHALL REMAIN IN EFFECT, AND THE PARTIES BOUND TO THEM.

THESE "TERMS AND CONDITIONS" MAY BE CHANGED WITHOUT NOTICE, AND THE EFFECTIVE VERSION OF THESE "TERMS AND CONDITIONS" SHALL BE POSTED AT www.MCOFreight.com. THE VERSION OF THESE "TERMS AND CONDITIONS" IN EFFECT AS OF THE DATE THE SHIPMENT IS TENDERED TO MCO FREIGHT CONNECTION, INC. SHALL BE THE APPLICABLE VERSION.