



1676 E Semoran Blvd.
Apopka, FL 32707

Phone: (855) 577-4669
Fax: (941) 584-5134

Effective Date: January 1, 2016

Conditions of Services Provided

1. Patriot Star Incorporated dba “Patriot Star” is a licensed for-hire carrier of cargo pursuant to the Federal Motor Carrier Safety Administration under USDOT 2301710, and holding operating authority under MC 785835.
2. Governing Publications
 - (a) Standard Truckload Bill of Lading following guidelines set forth by 49 C.F.R. §1035. Other shipping documents executed by driver shall be recognized as receipt of goods only. A sample of the STBOL can be found at www.patriotstartrucks.com/STBOL_1
 - (b) National Motor Freight Classification Rules Apply
3. Insurance Information and Liability Limits
 - (a) PI and PD (personal injury and physical damage)
 - i. \$1,000,000.00 per occurrence limit, BMC-91X on file.
 - ii. Insurer: North River Insurance Company, certificate of insurance available upon request.
 - (b) Cargo Liability
 - i. Carmack, subject to lesser of \$2.00 per pound or \$100,000 per truckload.
 - ii. Insurer: North River Insurance Company, certificate of insurance available upon request.
 - iii. Carrier liability for cargo over \$100,000.00 by special request.
4. Claims Processing and Statute of Limitation – General principals of Federal commerce law apply. See *Elmore v. Stahl*, 377 U.S. 134; OBOL and 49 C.F.R. §370. Claims must be filed within 9 months.
5. Pick-ups, Deliveries, and Appointments – Pick-ups and deliveries made between 7:00am and 5:00pm local time or by special arrangement. Appointments made at no additional charge. Carrier reserves the right to contact shipper and/or receiver to confirm or change appointment times as needed.

PATRIOT STAR INCORPORATED – CONDITIONS OF SERVICES PROVIDED

6. Payment of Freight Charges – Due 15 days from date of invoice without offset; PODs provided upon request. (49 CFR §377) A charge of 2% of any outstanding balance shall be charged at due date; 2% charge for each 30 days thereafter with a minimum collection charge of \$100 after the 90th day past due up to and including all additional costs of collection.
7. Pallets – Shipper must provide pallets at time of loading. Carrier will not supply or exchange pallets due to the possibility of pest infestation or contamination of other products. Carrier reserves the right to reject pallets or shipments with indications of pests or contaminants.
8. Stop-off Service - \$50 per stop, excluding original pick-up and final delivery.
9. Third Party Billing – Provided for shipper's/beneficial owner's convenience with recourse.
10. Non-Back Solicitation of Intermediaries – As otherwise agreed.
11. Simplified Pricing – Unless otherwise indicated, all common carrier shipments are rated as Freight All Kinds for named customers and are subject to a maximum cargo liability of \$2.00 per pound or \$100,000 per truckload shipment, whichever is less.
12. Weight Limitations – 45,000 lbs. per truckload, or as otherwise agreed.
13. Alternative Rates Available – Rates for shipments with higher release values may be obtained from officer of Carrier by calling (855) 577-4669. Any such rates must be reflected by the insertion of the higher release rate value and appropriate items on the Bill of Lading at time of pickup.
14. Inadvertence Clause – If a shipper declares a value exceeding \$2.00 per pound or \$100,000 per truckload shipment without insertion of the corresponding value and item on the BOL, shipment will not be accepted. If shipment is inadvertently accepted, it will be considered as being released to a value of \$2.00 per pound or \$100,000 per truckload, whichever is less and the shipment will move subject to such limitation of liability.
15. Remedies
 - (a) Possessory lien rights apply to violation of credit terms.
 - (b) Carrier reserves right to salvage on any damage claims.

PATRIOT STAR INCORPORATED – CONDITIONS OF SERVICES PROVIDED

16. Fuel Surcharge – Rates will be increased by \$0.01 per mile for every \$0.05 per gallon by which the weekly DOE price exceeds a fuel peg of \$1.10 per gallon. A spreadsheet depicting FSC rates can be found at [www.patriotstartrucks.com/Fuel Surcharge](http://www.patriotstartrucks.com/Fuel_Surcharge)
- (a) The U.S. average diesel fuel price issued by the DOE's Energy Information Administration, National Energy Information Center (202) 586-6966 #1 each Monday will be the weekly fuel cost used. If the fuel cost is not issued on Monday, the existing index will be used until the next update is issued by the DOE.
 - (b) The FSC will be calculated weekly.
 - (c) The FSC will be effective two days after the diesel fuel price referred to in (a) is issued by the DOE. Example: For a fuel index issued on Monday, the FSC will be effective Wednesday of the same week.
17. Accessorial Charges
- (a) *Detention and Layover* - Freight charges shall include two (2) hours for each loading and/or unloading location in the contracted rate; detention thereafter \$50 per hour.
 - i. Locations which operate on a set appointment schedule, included time will begin at appointment time.
 - ii. Locations which operate with a FCFS process or “open window” in lieu of a set appointment, included time will begin upon arrival and check-in at such location.
 - (b) *Truck Ordered and Not Used (TONU)*
 - i. Any cancellations or variations of a contracted shipment must be communicated by all parties immediately upon discovery.
 - ii. If truck is ordered and load is cancelled before truck is dispatched and/or begins movement, a \$50 charge will be assessed.
 - iii. If truck is ordered and is underway when load is cancelled, a charge of \$150 plus \$1.50 per mile of truck movement will be assessed.
 - iv. If load is cancelled after truck arrives at shipper, a charge of \$150 plus \$1.50 per mile of truck movement with a minimum of \$250 will be assessed.
 - (c) *Spotting* - Spotting of equipment for shipper's convenience by special arrangement.
 - (d) *Loading and/or Unloading Fees*
 - i. Pursuant to 49 USC §14103 Party responsible for freight charges, whether shipper, receiver, broker, or otherwise shall pay and/or reimburse all fees associated with lumper services, gate fees, or any other fees arising out of the handling of the freight.
 - (e) *Payment/Check Fees* – Any payment made by Carrier on behalf of Shipper/Broker/Receiver shall be subjected to a \$20 convenience charge per occurrence.
18. Territorial Surcharges – Any shipment which originates and/or delivers in the following listed areas shall incur an additional charge as follows.
- (a) New York City - \$350
 - (b) Long Island - \$250
 - (c) New England States - \$150
 - (d) Chicago/Los Angeles/San Francisco - \$100