



## **Mamo Transportation, Inc. Terms and Conditions Schedule of Charges**

### **1. Application and Formation of Agreement:**

- a. These Terms & Conditions and the attached Schedule of Standard Charges (together, the "Terms and Conditions") apply to all transportation services (the "services") provided by Mamo Transportation, Inc. (CARRIER") to the Corporation, firm, or person by which Services are ordered ("SHIPPER").
- b. Performance of any work by CARRIER for SHIPPER shall constitute acceptance by SHIPPER of these Terms & Conditions.**
- c. These Terms and Conditions may be modified only by a written instrument executed by authorized representative of both parties.
- d. Carrier is an auto drive-away service only.

### **2. Limitations of Liability:**

- a. It is agreed that all vehicles released by SHIPPER to CARRIER will be roadworthy as defined in Part 396.11 of the Code of Federal Regulations: a roadworthy vehicle has safe service brakes, parking brakes, steering mechanism, headlights, marker lights, turn signals, brake and tail lights, reflectors, tires, horn, windshield wipers, mirrors, mud flaps, wheels and rims, and emergency equipment. The vehicle must be in such condition as to pass a state safety inspection. If emergency equipment is not in the vehicle at time of pick-up, CARRIER reserves the right to purchase said equipment and bill back to SHIPPER.
- b. CARRIER disclaims liability and responsibility and shall deny coverage for all claims related to "Diminished Value" or Contingent Liability/Loss of Use coverage in the event of an accident.
- c. CARRIER disclaims liability and responsibility and shall deny coverage for the loss or partial loss of a vehicle or cargo where mechanical failure or defect of the Vehicle contributed to the loss. CARRIER disclaims any and all liability for mechanical failure. However, partial failure or complete failure or loss of any of the following components, including but not limited to, engine, transmission, clutch, bearings, drive line, U-Joints, rear ends, axles, oil pans, brakes, hubs, axles, etc., will not be the responsibility of CARRIER unless such failure was a direct result of negligence caused by CARRIER and as determined by a third-party industry recognized expert as appointed by the CARRIER.
- d. CARRIER disclaims any liability and responsibility for damage or claims pertaining to road hazard. Road hazard damage is damage caused by road debris including, but not limited to glass, windshield stone chips, tires, salt, sand damage, etc.)
- e. CARRIER disclaims any liability and responsibility for damages or claims resulting from or related to "Acts of God" or stemming from "Natural Causes" including but not limited to wind storms, dust storms, hail storms, falling and flying debris, tornado damage, hurricane damage, flood damage, rain damage, etc.
- f. CARRIER disclaims any liability and responsibility for damages arising out of collisions or impacts with birds or animals.
- g. CARRIER transports empty vehicles only. Carrier is an auto drive-away carrier only. We drive vehicles from pick up to delivery. We offer no other services. Cargo or Loose Articles within a vehicle – whether secured or not – are not authorized and CARRIER disclaims responsibility for loss, damage, or theft of such articles should they be included by SHIPPER.
- h. CARRIER will use its "Commercially Reasonable Efforts" to meet the SHIPPER's expectations and delivery schedules; however, No discount will be offered or provided should the anticipated delivery date be missed.

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- i. Because CARRIER – as a regulated motor carrier – is an insurer of the goods it transports, CARRIER assumes a greater amount of risk when delivering an older vehicle than a new one – risk of downtime, risk of breakdowns, risk of related costs, risk of reduced utilization of a fleet driver, possibly even the risk of the cost of vehicle towing or emergency road service – CARRIER has a policy to only accept vehicles 7 years old or newer. Older vehicles will ONLY be transported only if the SHIPPER provides a signed 'hold harmless waiver agreement'.

**3. Carrier's Insurance and Claims of Shipper.**

- a. Vehicles moved under this agreement are insured to \$150,000.00. SHIPPER must report any loss or damage claims promptly upon discovery of any such claims. All claims must be submitted to the CARRIER in writing within 7 days of delivery of Vehicle. CARRIER will investigate and close all claims filed for vehicles damaged while in care, custody and control of CARRIER. Claims for which the CARRIER has liability – this excludes claims related to or resulting from pre-existing damage, Acts of God, or other exclusions listed in this agreement – will be paid promptly with settlement checks issued to the SHIPPER.  
The cost of claims will not be offset against CARRIER vehicle delivery invoices.
- b. Unless stated otherwise, a quote or signed order, and Bill of Lading provide the SHIPPER with physical damage insurance up to a maximum of \$150,000.00. CARRIER assumes no liability beyond this limit unless a higher value is declared on the bill of lading and an additional premium is paid to the CARRIER prior to the commencement of work.
- c. In accordance with USC § 14706 (Liability of Carriers under Receipts of Bills of Lading) and the Motor Carrier Transport Act all freight charges must be paid in full before any claim be disposed.
- d. SHIPPER acknowledges and agrees that all claims must be filed in accordance with CARRIER's Claims and Policies and Procedures.
- e. CARRIER disclaims liability and responsibility and shall deny coverage for any claim unless the damage is evidenced and noted on the CARRIER's inspection Sheet & bill of lading at time of delivery or in the instance of hidden damage the SHIPPER notifies CARRIER within five (5) business days of delivery of any hidden damage it discovers.

**4. Equipment.**

- a. The vehicle being transported must, when required by applicable transportation or other regulatory authority requirements contain a fully functioning fire extinguisher, first aid kit, flares or triangles and tire chains during winter months. In the event CARRIER incurs fines due to the lack of necessary safety equipment, fines will be billed to the SHIPPER along with the cost of purchasing the items required plus applicable surcharges as outlined in the Schedule of Standard Charges.
- b. The vehicle being transported must have fully functioning wipers, headlights, marker lights, turn signals, brake & tail lights, mud flaps and minimum tire tread depth of 3/32. Any costs incurred in repairing or installing any of the above noted items in order to prepare the vehicle for transport will be the responsibility of the SHIPPER.

- 5. Size and Weight.** SHIPPER warrants that the size and or weight of the Vehicle or equipment specified herein comply with applicable transportation or other regulatory authority requirements. In the event the Vehicle or equipment is delayed and or re-routed as a result of inaccurate size or weight information, the SHIPPER will be liable for any and all costs incurred.

- 6. Shipping Times.** The SHIPPER acknowledges that CARRIER calculates transit times at 500 miles per day. The SHIPPER further acknowledges that transit times are traffic, weather, and hours-of-service regulations dependent and may change at any time. CARRIER shall honor "reasonable dispatch/commercially reasonable efforts" to meet SHIPPER's delivery expectations; however, CARRIER does not agree to meet specific delivery schedules; is not liable for incidental, consequential or special damages – including lost profits. No discounts will be offered or provided should a delivery schedule SHIPPER preferred not be met.

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7. **Scheduling of Vehicle Pick-Up.** The SHIPPER acknowledges that CARRIER schedules all vehicle pick-ups from the date and time of vehicle readiness. For scheduling purposes, the clock begins at the moment CARRIER receives formal written confirmation that a vehicle is complete and ready for pick up. The CARRIER does not consider or include prior advance notice in its calculations when a vehicle is not ready when driver arrives at pick up location. Downtime charges may result if CARRIER is required to wait for a vehicle's completion.

8. **Rates/Quotes for Service.**

- a. It is agreed and understood that all quotes provided by the CARRIER are "spot" quotes which will expire *seven days* from issuance. CARRIER has the right to change any quote as conditions for service change; a new quote which supersedes the prior quote will be issued in writing. Rates will be provided by CARRIER for specific trips based on pick-up location and destination. All rates/quotes will be provided to SHIPPER in the form of trip rate proposal sheets and/or email correspondence. All quotes provided to SHIPPER shall be confirmed in writing with SHIPPER signature or electronic signature. SHIPPER agrees that rate confirmation is subject to all terms and conditions in this agreement.
- b. Carrier will use a current version of PC Miler, most practical miles, as the basis of line-haul charges. Where detours or off-route miles are required to perform service, PC Miler mileage for actual highway miles run will be invoiced.
- c. Fuel Surcharge. All freight invoices are subject to a fuel surcharge. Adjustments related to the cost of fuel will be governed by the national average fuel costs as published by the Energy Information Administration weekly. Increases will be based upon an index fuel price, fuel type (gasoline or diesel), and fuel miles per gallon (MPG). Vehicles originating in AZ, CA, NV OR, & WA will be based on West Coast Average.

9. **Payment.**

- a. Payment on approved credit accounts is due 30 days from the date of invoice.
- b. Payment for pre-paid accounts is due by wire transfer or credit card prior to vehicle pick up.
- c. Interest will be charged on overdue accounts at 18% per annum, compounded monthly at 1.5%. SHIPPER is responsible for all costs and expenses, including without limitation actual legal fees incurred by CARRIER or its agent(s) relating to the collection of delinquent accounts.
- d. SHIPPER acknowledges its responsibility to pay CARRIER for services rendered at the rates quoted prior to shipment, contractually or as set out below.
- e. **CARRIER does not perform COD deliveries.**
- f. **CARRIER will not bill third party shippers under any circumstances.**

All Payments can be made to Mamo Transportation, Inc. For account information pertaining to wire transfers/ACH or Credit Card Payments please call 888-668-6885 ext. 1223.

10. **Other Charges.**

- a. **Vehicle Breakdown Charges** – All costs related to Vehicle breakdowns while the Vehicle is in transit, parked, or staged at any of the CARRIER's terminals will be the sole responsibility of the SHIPPER. Breakdown charges include but are not limited to lodging, transportation, roadside repairs, thawing, towing, driver extraction fees, meals, expired permits, missed flights, etc. SHIPPER shall reimburse CARRIER for all breakdown related charges incurred and/or paid for by CARRIER on SHIPPER's behalf. Any breakdown related charges paid for by CARRIER on SHIPPER's behalf will incur a 5% handling fee which will be added to the invoice.
- b. **Downtime Charges** – CARRIER reserves the right to charge for downtime and expenses due to mechanical breakdowns, lay-overs, waiting and delays in accordance with the Schedule of Standard Charges.

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- c. **Authorization for Repairs/Breakdown/Towing** – All reasonable means will be attempted to contact SHIPPER immediately upon notification of breakdown by the CARRIER. SHIPPER must provide CARRIER with an after-hours contact name and phone number to be used in the event of an emergency or breakdown. SHIPPER will pay for breakdown repairs in transit not covered by new vehicle warranty or manufacturer provided service. CARRIER does not pay for repairs to SHIPPER vehicles. Breakdowns may also create driver downtime and/or other related charges which will be charged to the SHIPPER at the rate noted in Schedule of Standard Charges.
- d. **Trip Permits/Entry/State Fees** – Trip permits, entry fees, and/or arbitrary fees (including fees for safety defects for which a fine is issued) shall be billed to SHIPPER at cost and supported by receipt.
- e. **Tire Chains** – Tire chains are the responsibility of SHIPPER and must be provided for those vehicles and equipment moving into, out of, or through areas where the law requires the use of tire chains during the winter season. In the event CARRIER is required to purchase tire chains on behalf of SHIPPER, shipper will be charged the actual cost of chains plus \$25.00 surcharge for the purchase and such cost will be added to the SHIPPER's invoice.
- f. **Routing of Shipment** – CARRIER reserves the right to determine the route each vehicle will take in order to arrive at its destination. SHIPPER acknowledges and agrees that CARRIER, at its sole discretion, may ship vehicles out of route to accommodate operating or highway or weather circumstances.

**11. Attempt to Pick-up/Cancellation.**

- a. If delivery service has been ordered, a driver dispatched, and the vehicle is not available, ready, or roadworthy, CARRIER will assess an attempt to pick-up charge of \$350.00. The CARRIER will release driver from the unit unless SHIPPER authorizes the CARRIER to instruct the driver to stay with the unit and SHIPPER agrees to pay delay, downtime, and /or detention charges as above.
- b. SHIPPER must provide twenty-four hour advance notice of cancellation of any order. If an order is cancelled without notice, CARRIER will assess a no load fee of \$200.00 plus actual cost of CARRIER's driver transportation in and out of the SHIPPER's location.

**12. Remote Pick Up or Remote Delivery Locations** – Where pick up or delivery of SHIPPER's Vehicle is made from/to remote locations (defined as locations which are not within 15 miles of public transportation links), a minimum charge of \$50.00 will be assess to defray additional costs of transportation for CARRIER's driver. Where public transportation is more than 25 miles from pick up or delivery location, mileage based charges beyond the minimum charge will be assessed. These charges will be confirmed when the shipment is released by SHIPPER and accepted by CARRIER. Proximity of public transportation will be established per [www.greyhound.com](http://www.greyhound.com).

**13. Toll Expenses** - SHIPPER will pay toll expenses AT COST. These will be advanced by Carrier and re-billed to the SHIPPER along with line haul charges. Receipts will be provided with billing.

**14. Vehicle Wash (Per SHIPPER Request)** – If SHIPPER requests a Vehicle wash, a wash fee of \$75 per vehicle shall apply. The vehicle will be washed to remove road dirt and dust to facilitate an adequate exterior inspection. In the event that SHIPPER requires a more extensive (truck stop) wash a charge of \$150.00 shall apply.

**15. Jurisdiction & Choice of Law** - This agreement is delivered in the State of Indiana and governed by Indiana law. Any legal action or proceeding with respect to this Agreement may be brought in any state or federal court located in the State of Indiana, St. Joseph County, excluding small claims jurisdiction. By execution and delivery of this Agreement, the parties waive any claim that the State of Indiana and St. Joseph County is not a convenient forum or the proper venue for any lawsuit, action or proceeding arising from this Agreement.

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- 16. **Waiver of Jury Trial** - A SHIPPER and CARRIER after consulting or having the opportunity to consult with counsel, knowingly, voluntarily, and intentionally waive any right either of them may have to a trial by jury in any litigation based upon or arising out of the Agreement.
- 17. **Completeness of Agreement** - It is further agreed by the SHIPPER and CARRIER that no verbal agreements or understandings of any kind have been entered into; that any previous agreements are voided and superseded by this agreement; and that all agreements between the parties are contained in this Agreement. The parties further agree that this Agreement shall at all times be interpreted pursuant to the laws of the State of Indiana.
- 18. **Cancellation & Termination.**
  - a. This Agreement may be cancelled by either party by giving reasonable notice to the other, provided that CARRIER shall complete delivery of all SHIPPER vehicles that may be enroute at the time of giving notice of cancellation. Reasonable Notice shall deemed to be ten (10) days written notice of termination and cancellation to either party by overnight service or certified mail, with proof of delivery.
  - b. If any provision of these Terms and condition or the application thereof to any person or circumstances is held invalid or unenforceable in any jurisdiction, the remainder of these Terms and Conditions, and the application of such provision to such person or circumstances in any other jurisdiction or to other persons or circumstances in any jurisdiction, shall not be affected thereby, and to this end the provisions of these Terms and Conditions shall be severable.

Acknowledgement of Terms and Conditions

Shipper Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Company Name/Address: \_\_\_\_\_  
\_\_\_\_\_

Parent Companies: \_\_\_\_\_  
\_\_\_\_\_

**SIGNATURE ON FILE**

Carrier Signature: \_\_\_\_\_  
**Joseph A. Mamo, President**

**Mamo Transportation, Inc.**  
**PO Box 40**  
**Osceola, IN 46561**

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## **SCHEDULE OF STANDARD CHARGES**

**The following standard conditions and charges are applicable to All Moves**

1. Driver wait, layover, or downtime will be charged to the SHIPPER at a rate of \$25.00/hour.
2. All fines are the responsibility of the SHIPPER and will be charged back to the SHIPPER with an additional \$75.00 handling fee.
3. Fuel surcharges may be applied to any shipment at the time of vehicle shipment.
4. All breakdown related expenses are subject to 5% mark up.
5. All quotes are "spot" quotes and valid for seven days from the date of quote.
6. Toll Expenses will be billed to SHIPPER at cost and supported by receipt for quotes that are not "all inclusive."
7. Trip Permits, Entry, State Fees will be billed to SHIPPER at cost and supported by receipt.
8. Tire chains are the responsibility of the SHIPPER and must be provided for those vehicles and equipment moving into, out of, or through areas where the law requires the use of tire chains during the winter season. In the event CARRIER is required to purchase tire chains on behalf of SHIPPER, SHIPPER will be charged tire chains at cost plus a \$25.00 detention fee and these charges added to the invoice. Tire chains will be left with the SHIPPER's Vehicle.
9. If SHIPPER requests a vehicle wash a fee of \$75.00 will apply and be added to the invoice. If the customer requires a more extensive (truck stop) wash a charge of \$150.00 shall apply and be added to the invoice.
10. If delivery service has been ordered and a driver dispatched and the vehicle is not available, ready, or roadworthy, Carrier will assess and attempt to pick up charge of \$350.00.
11. If SHIPPER does not provide 24-hour notice of cancellation of ordered service a \$200.00 no load fee will be assessed plus actual cost of Carrier's driver transportation in and out of SHIPPER location.
12. Remote pick up and/or delivery locations will be assessed a minimum charge of \$50.00 for costs of transportation not within 15 miles of public transportation. Where public transportation is more than 25 miles from pick up redelivery location, mileage based charges beyond the minimum charged will be assessed. These charges will be confirmed when the shipment is released by SHIPPER and accepted by CARRIER.
13. Expenses resulting from a vehicle breakdown are SHIPPER responsibility. Carrier will notify SHIPPER of breakdown and vehicle location. CARRIER service ends when the vehicle can no longer be driven, and CARRIER will invoice for service performed.
14. All repairs or alternations made on behalf of and connected with items of safety on behalf of the SHIPPER will be billed by Carrier to the SHIPPER's invoice and will carry the applicable surcharge.

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