



TRINITY  
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SYSTEMS

Trinity Transport Systems LLC

As consideration for the advancement of credit, applicant (s) individually, jointly, and severally (“Customer”) agrees to the TTS Terms and Conditions set forth below. These Terms and Conditions are expressly incorporated into the credit agreement signed by customer.

In addition, Customer agrees to the Terms and Conditions of the selected principal Carrier, as set forth on such Carrier’s website and elsewhere, as well as the current standards of the National Motor Freight Classification (“NMFC”), in place at the time of the shipment.

**Terms of Payment:**

Subject to approval of Customer’s credit, net payment shall be due 15 days from invoice date unless otherwise agreed to in writing. Past-due invoices are subject to a service charge, calculated on the outstanding balance, at the lesser of (i) the rate of 1 1/2% per month or (ii) the highest legal rate authorized by applicable law. The service charge is not intended as an alternative to payment when due, and, upon delinquency, further purchases may be declined, and the Customer’s account may be referred for collection. This is in addition to loss of any discount off of standard pallet rates or base rates. Customer agrees to pay all costs including reasonable collection costs, attorney’s fees and expenses related to the enforcement of applicant’s obligations hereunder. Returned checks will be subject to a \$30 fee.

Lien Notice: Failure to pay billed charges may result in a lien on future shipments pursuant to California Civil Code sections 3051.5 and 3052. The lien shall be for the total amount owed to TTS for freightage, charges for services and advances due on freight previously delivered upon the promise of shipper to pay freightage, charges and advances. The lien shall also include billed freight charges, cost of storage, and appropriate security for the subsequent shipment help by TTS, and the costs of sale, notification, and attorney fees.

**Credit Approval:**

All Customers are subject to credit approval. Trinity Transport Systems (TTS) intends to perform a credit check based on the information provided by the Customer. The amount of credit, if any, granted to the Customer is at the sole discretion of TTS.



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When paying by credit card or electronic funds, the Customer agrees they will be responsible for all charges due, including any adjustments that are made by the carrier on the Customer's shipment due to weight, freight classification, additional services provided, etc... These charges and adjustments, if any, will be automatically charged or debited from the Customer's credit card or bank account.

**Rates:**

Less Than Truckload (LTL) rates are based on the pallet rates or freight class as determined by the NMFC (National Motor Freight Classification) and are based on the weight, destination, and value of the shipment. LTL shipments are quoted on a business to business, dock to dock basis and additional charges may apply for other services required.

**Transit Times:**

All transit times are estimates ONLY and do not include day of pickup. They are deemed reliable but are NOT GUARANTEED.

**Freight Charges**

The Customer is liable for all freight charges, including but not limited to, transportation, fuel, and other applicable accessorial charges for extra services provided.

Shipper, consignee, consignor, and bill to party are jointly liable for all charges related to this shipment. Charges may be reversed to the responsible parties if shipment is refused or payment not made by the originally designated party to bill.

**Bills of Lading:**

All Bills of Lading are NON-NEGOTIABLE and are subject to the Terms and Conditions contained in the National Motor Freight Classification (NMFC). All Bills of Lading, prepared either by the



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Customer or by Trinity Transport Systems (TTS) on behalf of the Customer, shall be deemed, conclusively, to have been prepared by the Customer.

Customer agrees to review all Bills of Lading for information accuracy, and to modify and revise all the information contained in all shipping documents prior to the Bills of Lading and corresponding shipment being tendered to the Carrier. TTS makes no assertions as to the accuracy of the information provided by the Client in preparing the Bill of Lading.

**Claims:**

In the event of cargo loss or damage, the Claimant is to file a claim form directly with the Carrier, as soon as possible. Cargo claims must be filed with the Carrier within 3 months of delivery or expected delivery to be considered.

The filing of a cargo or other claim with the Carrier will not relieve the responsible party from payment of freight charges. Freight payment is necessary in order for a Carrier to process a claim.

In order to establish potential carrier liability, the Consignee must make a written notation on the driver's copy of the Bill of Lading or Delivery Receipt (whichever is tendered) at the time of delivery, which indicates either a loss, or that the shipment was not delivered in the condition in which it was tendered. If the loss or damage is not apparent (concealed) at the time of delivery, the customer must contact the carrier directly, within 5 days of receiving the merchandise, in writing, advising them of the loss or damage. TTS is not liable for any damage resulting from insufficient packaging. Insufficient packaging includes but is not limited to lack of pallet, skid or other materials used to elevate the product shipped so a forklift or pallet jack can safely move the item, external packaging such as shrink wrap, corner board, or corrugated boxes or sheets.

TTS is not liable for any consequential damage resulting from a "late-delivery", or non-delivery whatsoever and including those caused by the act, default or omission of one of our agents. TTS is not liable for late-delivery, or non-delivery caused by violation(s) by the Customer of any of the Terms and Conditions contained in the Bill of Lading or of TTS's General Rules Tariff including but not limited to improper or insufficient packaging, securing, marking or addressing, or of failure to observe any of the rules relating to shipments not acceptable for transportation or shipments acceptable only under certain conditions.



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Trinity Transport Systems LLC is not liable for late delivery or non-delivery caused by the acts of God, perils of the air, public enemies, public authorities, acts or omissions of Customs or quarantine officials, war, riots, strikes, labor disputes, weather conditions or mechanical delay or failure of aircraft or other equipment.

Trinity Transport Systems is not liable for failure to comply with delivery or other instructions from the Customer or for the acts or omissions of any person other than employees of TTS.

**Limitations of Liability:**

Shipments coordinated by Trinity Transport Systems LLC are subject to limited liability in the event of a cargo claim. Customer is responsible to provide the cargo value at the time the shipment is quoted to ensure that the customer's shipment will be amply insured.

Cargo insurance coverage on LTL shipments tendered to TTS are subject to a limited liability coverage of \$1.00 per lb. with a maximum payout of \$5,000 per freight bill. TL shipments may be insured up to \$100,000 cargo coverage per vehicle. Supplemental insurance is available upon request, prior to the start of the movement of the shipment, but this coverage will not apply unless liability with the primary carrier has been clearly established. Shipments of used, refurbished, re-engineered products will be subject to \$0.10 per pound maximum cargo liability coverage.

**Forum Selection and Choice of Law:**

Any claim, dispute or litigation relating to these Terms and Conditions, any shipment scheduled or tendered hereunder or through TTS's website or relating to any and all disputes between TTS and the enrolled Customer, Shipper and/or Consignee and/or Brokers for any enrolled Customer, Shipper and/or Consignee, shall be filed in Los Angeles County, California, and shall be subject to California law.



**T R I N I T Y  
T R A N S P O R T  
S Y S T E M S**

### **Injury to persons or property**

TTS shall not be liable to Customer or any other entity, for injury to persons or property, unless such injury is the direct result of, and solely attributed to, TTS's acts or omissions. To the extent that Customer causes or contributes to such injury, it shall defend indemnify and hold harmless TTS from any claims, suits, and/or causes of action, including reasonable attorneys' fees and costs. TTS shall be entitled to reasonable attorneys' fees and costs for enforcement of these terms.

### **Fees and costs**

The Customer shall be liable for all attorneys' fees and expenses incurred by TTS to collect payment from Customer for services provided, or to otherwise enforce TTS's rights, pursuant to these terms and conditions.

### **Governing Law and Jurisdiction**

Any disputes relating to these terms and conditions shall be governed by California law, and shall be brought in Los Angeles County, California

### **Arbitration**

In the event the Parties are not able to resolve any dispute between them arising, out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the Parties, in Los Angeles County, California. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regard to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this



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provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions. Notwithstanding the foregoing, either Party may seek any interim or preliminary injunctive relief from any court of competent jurisdiction, as necessary to protect the party's rights or property pending the completion of arbitration. Nothing herein shall prevent the parties to any dispute from agreeing to attend mediation at any time.

### **Class Action Waiver**

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and TTS agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

### **Changes to Terms & Conditions:**

TTS reserves the right to alter, modify, or amend these Terms and Conditions from time to time to be posted at [www.go-tts.com](http://www.go-tts.com) as dictated by market conditions. Such changes shall be effective for all transactions between TTS and the Customer after the changes have been posted.

Applicants' signature on the TTS Credit Application attests solvency, ability and willingness to pay, any and all TTS invoices in accordance with the terms established. Applicant's representative, by signing the TTS Credit Application, represents and warrants that she/he has been duly authorized to make the statements contained herein and to bind the Applicant to the Terms and Conditions set forth herein, and further represents and warrants that the information set forth above (including, without limitation, any



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information set forth above (including, without limitation, any additional sheets attached hereto) and in the financial statements delivered in connection herewith are true, correct, and complete.

Approved by Trinity Transport LLC Management Group.

[www.go-tts.com](http://www.go-tts.com)