

## Hana Freight Services Terms and Conditions

### 1. Quotes and Pricing

- Quotes are valid for 30 days and are based on the gross weight (1,700 lb. maximum per pallet), number of pallets and addresses provided. Single order shipments exceeding 1,800 cubic feet, the T/L rate will apply. Billing is based on the most accurate weight and may be adjusted to reflect dock re-weighs or dock loading weights. Any variations to this shipment information may result in increases to the quoted rate. Quotes are based on the current fuel surcharge subject to change weekly and the fuel surcharge in effect at the date of pickup shall apply.
- Returns: Truckloads and "LTL" return rates will be quoted on an individual basis.
- Payment terms: payments are due upon receipt and considered past due after 15 days and subject to a finance charge of 1.5% per month (18% per annum) will be assessed for any charges past due over 30 days.
- Hana Freight Services will not participate in a pallet exchange. If billed for pallets the charge as well as a 25% markup will be a pass-through cost to the shipper.
- Shipper must load, consignee must unload. Any loading or offloading charges (Lumper Fees) will be assessed a \$10 service charge per PO
- Driver will be responsible for counting pallet positions not cases.

### 2. Hana Freight Services Fuel Matrix:

- Unless otherwise negotiated on contracted rates the following fuel surcharges will apply. Fuel on LTL shipments are billed under the Hana Freight Services LTL Fuel Percentage Matrix; Truckloads within 100 miles of the shipping location will be billed off the Hana Freight Services LTL Fuel Percentage Matrix; Truckloads further than 101 miles from the shipping location will be billed off the Hana Freight Services Truckload Fuel Per Mile Matrix. See fuel surcharge Matrix.

### 3. Accessorial Fees:

- Stops in Transit: Stop #1 - Free, additional stops, \$100 each
- Detention, delays at pick-up or delivery locations: LTL shipments will be assessed detention charges after one hour for LTL shipments in hourly increments at a rate of \$100.00 per hour, truckloads will be assessed detention charges after 2 hours in hourly increments at a rate of \$100.00 per hour.
- Layover charged at \$500 maximum per day.
- Truck ordered not used fees may apply if cancelled within 24 hours of scheduled pick-up date. Truckload - \$350 plus \$2.25 per mile for repositioning. LTL, 1-3 pallets \$275, over 3 pallets full freight costs.
- \$25 per Delivery Date change request.
- Charges for inside or ground floor pickup or delivery \$1.75 per 100lbs, subject to a \$175 minimum
- Report preparation \$45 per hour.
- Weekend and after-hour deliveries may be subject to additional charges.

### 4. Claims:

- Hana Freight Services will not accept claims for loss or damage of property amounting to \$150.00 or less. All claims in excess of \$150.00 must be filed within 60 days from delivery date of shipment.
- Freight charges must be paid in full prior to claims consideration by Hana Freight Services
- Claims Deductions, Customer agrees not to make any deductions against Hana Freight Services freight invoices for freight claims, pallets, or other charges, without prior consent by Hana Freight Services.
- Product Salvage Prior to destruction, donation, declaration of total loss or resale, Customer agrees to notify Hana Freight immediately, as well as inform Carrier of any potential claim intentions of such product in writing. Hana Freight Services retains the right of salvage. Hana Freight Services reserves the right to inspect the goods in the original packaging without alteration as well as the right to salvage: goods must be in the condition at the time of delivery without alteration or destruction.
- Release Value. **Maximum value of product liability to Hana Freight Services shall be limited to fifty cents per pound per article or manufacturer's cost whichever is less.**

5. **Terms & Conditions**, Hana Freight Services's terms and conditions apply to all shipments. Goods tendered to Hana Freight Services by shippers are deemed to have accepted the Terms and Conditions contained within this document. Hana Freight Services's Terms and Conditions supersede any bill of lading, receipt, air bill of lading or any other document. **The Terms and Conditions may not be modified or amended, except by an agreement in writing signed by an approved representative of shipper and Hana Freight Services.**

**IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties hereto have made and entered in this Agreement as of the date first above written.**

Hana Freight Services: \_\_\_\_\_

Customer: \_\_\_\_\_

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

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