



# ***The Expediting Co., Inc.***

Tariff 2011

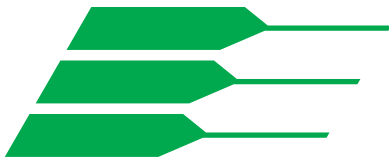
<b>General Office</b>	<b>800-890-1573</b>
<b>Dayton Phone</b>	<b>937-890-1524</b>
<b>Dayton FAX</b>	<b>937-890-7522</b>
<b>Chicago Phone</b>	<b>800-890-1573</b>
<b>Chicago FAX</b>	<b>847-364-4746</b>
<b>Cincinnati Phone</b>	<b>800-890-1573</b>
<b>Cincinnati FAX</b>	<b>937-890-7522</b>
<b>Richmond Phone</b>	<b>804-652-2316</b>
<b>Norfolk Phone</b>	<b>757-459-8085</b>

*Tariff Subject to change without notification.*

**THE EXPEDITING COMPANY, INC.**

**1295 S. Brown School Rd. ~ Vandalia, Ohio 45377**  
**Telephone: 937/890-1524 ~ Facsimile: 937/890-7522**

**DAY-CVG-ORD-ORF-RIC-CMH**



# The Expediting Co., Inc.

## AGREEMENT FOR TRANSPORTATION SERVICE

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between \_\_\_\_\_, hereinafter designated as Customer, and The Expediting Co., Inc., hereinafter designated as Carrier.

### WITNESSETH:

In consideration of the mutual promises herein contained, the parties hereto, intending to be legally bound, agree as follows:  
**1. TERM.** This Agreement shall be effective until terminated by either party at any time by giving one day's prior written notice to the other party by certified mail to the address indicated below.

**2. SHIPMENTS.** Customer agrees to tender to Carrier for transportation and Carrier agrees to transport, a series of shipments pursuant to the terms and conditions of this Agreement.

**3. OPERATING AUTHORITY.** Carrier represents and warrants that it currently has in effect and shall for the duration of this Agreement maintain the required operating authorities to furnish services hereunder.

**4. RECEIPTS AND BILLS OF LADING.** Each shipment shall be evidenced by a receipt which shall be signed by an agent or employee of each party, showing the kind and quantity of property received by Carrier at origin. The terms and conditions of this Agreement and the terms and conditions set forth in Carrier's Tariff as amended, which is available upon request, shall govern all shipments. Neither the employees or agents of Customer, nor the employees, drivers, agents and/or contractors of Carrier are authorized to vary the terms and conditions of this Agreement or Carrier's Tariff as amended by signing and/or accepting any contrary bill of lading or similar document.

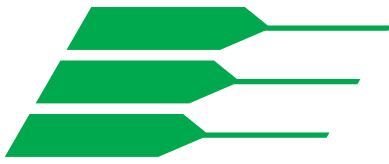
**5. INDEPENDENT CONTRACTOR.** Carrier shall perform all services hereunder as an independent contractor.

**6. COMPENSATION.** As compensation for the services provided by Carrier hereunder, Customer shall pay Carrier in accordance with the rates, charges, rules and regulations contained in Carrier's Tariff as amended which available upon request or at [www.expc.com](http://www.expc.com) and which hereby is incorporated and made a part hereof and by any individually negotiated rate confirmations executed by the parties regarding a specific shipment or shipments.

**7. INVOICES AND PAYMENT.** Each freight bill issued by Carrier hereunder shall be paid promptly by Customer. If Customer fails to make full payment to Carrier within thirty days of the invoice date of each freight bill, interest on the unpaid balance shall be assessed at the rate of one percent per month, or fraction thereof, until such payment is made. Customer shall not set-off any such claim against unpaid freight bills of Carrier. Customer acknowledges that Carrier shall have and is extended herein a lien on property for all sums due and payable to Carrier hereunder, whether for prior or current shipments. In the event of non-payment of any sums payable to Carrier which are outstanding thirty days or more, Carrier may enforce such lien against any property or shipment in care, custody or control of Carrier without prior notice to Customer.

**8. INSURANCE.** Carrier shall maintain insurance coverage for cargo, bodily injury and property damage with limits equal to those required by applicable laws and regulations.

**9. FREIGHT LOSS OR DAMAGE.** Carrier shall be liable to Customer for loss or damage to lading occurring while it is in Carrier's possession, except to the extent such loss or damage is caused by an act of God or a public enemy, a public authority, an act or omission of Shipper, deficient packaging or the inherent vice or nature of the lading. **CUSTOMER AGREES THAT CARRIER'S LIABILITY, WHETHER ACTING IN THE CAPACITY OF A CARRIER OR A WAREHOUSEMEN, IS LIMITED TO THE LESSER OF \$0.50 PER PIECE PER POUND OR \$50, WHICHEVER IS GREATER OR THE ACTUAL VALUE OF EACH SHIPMENT, UP TO \$50.00 MAXIMUM PER SHIPMENT UNLESS A HIGHER VALUE IS DECLARED IN WRITING AT OR BEFORE THE TIME OF TENDER OF THE SHIPMENT AND SUCH CASE, AN ADDITIONAL CHARGE WILL BE ASSESSED AT \$0.90 PER \$100.00 INCREMENT OR PORTION THEREOF. THE TOTAL AMOUNT OF COVERAGE MAY NOT EXCEED THE LESSER OF THE ACTUAL VALUE OF THE GOODS OR \$10,050.00 PER SHIPMENT. ANY PARTIAL LOSS OR DAMAGE FOR WHICH THE CARRIER MAY BE LIABLE SHALL BE ADJUSTED PRO RATA ON THE BASIS OF SUCH VALUATION. THERE IS A \$10.00 MINIMUM CHARGE FOR EXCESS LIABILITY COVERAGE. CARRIER SHALL NOT BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL DAMAGES WHICH MAY ARISE FROM SERVICES OF CARRIER HEREUNDER.** Claims for loss or damage to lading must be filed in writing by Customer within nine (9) months from date of delivery, or scheduled date of delivery for lost lading, or in the absence of a scheduled delivery date, the filing period shall begin after a reasonable time has elapsed for delivery, and a civil suit or arbitration proceeding shall be commenced by Customer within two (2) years from the date Carrier gives Customer written notice Carrier is disallowing the claim or any part of it.



# The Expediting Co., Inc.

## AGREEMENT FOR TRANSPORTATION SERVICE CONTINUED

**10. WRITINGS/SIGNATURES.** Except where certified mail is specified, this Agreement and subsequent writings relating to this Agreement must be signed and may be transmitted by facsimile and the signatures on such facsimile transmissions shall operate to bind the parties with the same force and effect as original signatures. This Agreement may be executed in one or more counterparts, any or all of which shall constitute one and the same instrument.

**11. ASSIGNMENT.** This Agreement shall not be assigned by either party without the prior written consent of the other.

**12. FORCE MAJEURE.** Carrier shall not be held liable for nonperformance caused by labor disturbances, lockouts, strikes, war, acts of the public enemy, riots or civil commotion or acts of God, or anything beyond the control of Carrier.

**13. ENTIRE AGREEMENT/MODIFICATION.** This Agreement, including Carrier's Tariff as amended, sets forth all of the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as contained herein. This Agreement may not be amended except by a writing signed by both parties.

**14. GOVERNING LAWS.** The Parties desire that the provisions of this Agreement will have precedence over any federal or state provisions governing or dealing with the specific provisions of this Agreement. The Parties agree that pursuant to 49 U.S.C. § 14101(b)(1) they expressly waive any and all rights and remedies under the Interstate Commerce Commission Termination Act and Interstate Commerce Act as amended, and regulations promulgated thereunder, including Part B of Subtitle IV Interstate Transportation, 49 U.S.C. § 13101, et seq, (the "Acts") that are inconsistent with the provisions of this Agreement.

**IN WITNESS WHEREOF,** this Agreement has been signed by the authorized representatives of Customer and Carrier.

CUSTOMER:	
BY:	TITLE:
ADDRESS:	
CITY / STATE / ZIP:	
TELEPHONE:	
FACSIMILE:	

CARRIER: The Expediting Co., Inc.	
BY:	TITLE:
ADDRESS: 1295 S. Brown School Rd.	
CITY / STATE / ZIP: Vandalia , Ohio 45377	
TELEPHONE: (937) 890-1524	
FACSIMILE: (937) 890-7522	