

## Quote

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

Project: \_\_\_\_\_

Scope of Services: \_\_\_\_\_

Rate Quote (valid for 30 days): \_\_\_\_\_

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

## Terms and Conditions

These Terms and Conditions form an integral part of the Agreement between to R&R Express Logistics, Inc. ("RREL") and the Customer named above regarding the Project and Scope of Services described above and in the attached Purchase Order (if any). Customer expressly waives the applicability of any other terms and conditions used by, and/or referred to by, Customer in relation to the Project and Scope of Services.

1. The Rate Quote is an estimate based on information provided to, and known by, RREL as of the date of this Rate Quote, and is applicable only with respect to the Project and the Scope of Services. Any breakdown of the Rate Quote is offered for accounting purposes only, and may not be used as a basis for additions, deletions, or partial awards. The Rate Quote is subject to change, including additional charges for which Customer is responsible, in the event any conditions affecting the Scope of Services differ from the information provided to RREL prior to the issuance of this Rate Quote.

The following will entitle RREL to modify the Rate Quote, including an adjustment of the Rate Quote, Time Schedule, and Completion Date resulting from: (a) Customer's failure to meet or fulfill its obligations related to the Project; (b) an amendment or additions to documentation, engineering, drawings or other information provided by Customer; (c) new, additional or deviating instructions, directions and/or acts, or failure(s) to act, by Customer during RREL's performance of the Project that expand or reduce the Scope of Services in any way (including, without limitation, higher Cargo Liability Insurance limits request after the date of this Rate Quote); (d) delays or disruption caused by Customer, or any of its other subcontractors; (e) actual ground/subsoil conditions that cannot withstand the ground bearing pressure required for RREL's equipment (including Cargo weight) used during performance of the Project, as specified in the Scope of Services. Customer shall indemnify RREL for any and all damages, losses, claims, and costs resulting from insufficient or unsuitable ground and/or subsoil conditions; (f) the structural integrity of the Cargo is insufficient to execute the Project or any element of the Scope of Services safely and efficiently and/or is not suitable for the lift and/or transport method required to execute and perform the Scope of Services. Customer shall indemnify RREL for any and all damages, losses, claims, and costs resulting from such insufficient structural integrity; (g) inaccuracy, incorrectness and/or incompleteness of information and documentation that Customer has provided, or has caused to be provided, to RREL;

(h) Change in applicable laws, site rules and regulations, safety rules and/or regulations impacting the Project and/or Scope of Services; (i) Delays or disruption caused by conditions which, in RREL's sole opinion, make performance of the Project and/or operation of RREL's equipment potentially unsafe or potentially hazardous to life or property, including but not limited to operating equipment beyond operating limits specified by manufacturer and inclement weather; (j) other events, conditions and circumstances not caused by and/or beyond RREL's control (including but not limited to Force Majeure events) and/or for which Customer is responsible pursuant to the Scope of Services or at law and/or a change in applicable law with an effective date after the date of this Rate Quote.

2. Cargo's center of gravity must be evenly distributed. If not, customer must provide a drawing to reflect actual center of gravity for trailer and deck adjustments.

3. Rate Quote is contingent on securing proper permits from all government agencies. The shipper and /or Customer is required to provide documentation required for support letters.

4. Cargo Liability is limited to \$\_\_\_\_\_ per pound for new items and \$\_\_\_\_\_ per pound for used items, up to a maximum of \$\_\_\_\_\_ per shipment. If a higher Cargo Liability is required, Customer shall notify RREL in writing not less than seven (7) days prior to loading. Excess insurance and associated charges must be agreed upon in writing between the Parties. RREL shall have no liability for damage to cargo occurring in Mexico or by water transport. No insurance is offered or available.

5. RREL shall not be liable for any damage, loss, injury, expense and/or cost of any kind unless, and to the extent, such damage, loss, injury, expense and/or cost is proximately caused by the negligence, intentional acts or omissions of RREL. RREL is not directly liable for loss or damage to the property transported. All claims for loss or damage to the property transported must be submitted to the motor carrier in possession of the property at the time of such loss or damage. RREL's Freight invoice must be paid in full and cannot be used to offset loss or damage of any claim. RREL shall not be liable for any loss of profit or anticipated profit, loss of revenue, loss of turnover, loss of opportunity, loss of production, loss of use, loss of business, or any consequential or indirect losses whatsoever.

6. RREL is not liable for damage caused by tarping.

7. No delay or failure in performance by either party shall constitute default or give rise to any claim for damages to the extent such delay or failure is caused by Force Majeure.

a. Force Majeure is an unforeseeable occurrence beyond the control and without the fault or negligence of the party claiming the occurrence as the reason for the delay and which such party is unable to prevent or provide against by the exercise of reasonable diligence.

b. Force Majeure may include occurrences such as: governmental expropriation; war, rebellion, civil disturbances, riots; floods or unusually severe weather that could not have been reasonably anticipated; fires, explosions, and earthquakes; and other similar occurrences.

8. Customer is responsible for the following:

a. Providing a clear and concise statement describing all of the elements of the Project.

b. Providing reasonable access for equipment and a safe place to work which complies with Federal OSHA.

- c. Providing clear and direct access to and from the jobsite, including adequate ground and subsurface conditions and aerial clearance.
  - d. Load securement instructions and requirements.
  - e. The loading/unloading of cargo onto equipment at origin and destination.
  - f. Supplying blocking and/or bracing mechanisms for shipment.
  - g. Assisting in the assembly and disassembly of all transport equipment when needed.
9. The Rate Quote does not include amounts imposed or required at the discretion of governmental authorities. Any such fees will be billed at cost PLUS 20%.
10. All governmental charges for all state or local patrolmen, monitoring or DOT personnel, additional permits, surveys, site visits, required bonds, engineering fees, bucket trucks, messaging board signage, movement of obstructions, either aerial or ground, and all fees associated with Railroad Crossings right of ways and required flagmen.
11. RREL allows \_\_\_\_\_ hour(s) free time for loading and unloading. Once free time has elapsed, delay charges will be assessed at the rate of \$ \_\_\_\_\_ per hour with a maximum of \$ \_\_\_\_\_ in a 24 hour period.
12. Once the order is issued a non-refundable fee of \$ \_\_\_\_\_ will be required to cover cost associated with the preliminary approval process. The preliminary approval information, documents and actual permits will be considered a confidential trade secret and will remain the property of RREL and will not be provided to Customer.
13. Should this order result in a cancellation either written or verbally, a fee not to exceed \$ \_\_\_\_\_ will be imposed for lost revenue, equipment mobilization and/or preparation with the move.
14. Customer is obligated to pay to RREL as follows:
- a. all amounts incurred or charged by RREL for engineering, project survey, route survey, permits, governmental approvals, work, if any, in connection with the determination of the Project or Scope of Services and prior to Customer's acceptance of the Rate Quote;
  - b. Payment terms are net 30 days from submission of each invoice to Customer by RREL, after which interest will accrue at a rate of 1.5% per month. In the event timely payment is not received and RREL is required to pursue collection, Customer shall pay RREL's reasonable attorney's fees and expenses for collection; and
  - c. No payment from Customer to RREL shall be dependent on Customer's receipt of payment from any other party, including Customer's customer.
15. This Agreement shall be construed in accordance with and is governed by federal laws regarding transportation and otherwise by the laws of the Commonwealth of Pennsylvania. The Parties agree that any action at law or equity arising out of or relating to this Agreement shall be filed only in the state or federal courts located in Allegheny County, and the Parties hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating such action. The Parties agree that this paragraph is reasonable due to the commercial circumstances of the proposed relationship and therefore waive any defense or objection to such exclusive jurisdiction based on forum non-conveniens or similar grounds.

Agreed and accepted on behalf of: \_\_\_\_\_

By: Signature

Print Name:

Title:

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

PO #: \_\_\_\_\_