

EP America Standard Sales Terms and Conditions

Otherwise clearly indicated

Rates are stated in US dollars, valid through 15 calendar days from the day the rate is issued.

Rates include fuel surcharge and freight costs.

Rates include 1 1/2 free hours for loading / unloading loads FTL, Flat-bed, Step-Deck and other ground transportation modes other than, LTL and Volume LTL.

Rate provided is meant for regular cargo-only, no haz-mat nor oversized, overweight or high value cargo.

Rates are given based on the information provided. Any change in the information that supports the quote, will generate a re-quoting of the shipment.

Equipment availability needs to be requested at least 24 business hours in advance to book the shipment and written confirmation by customer is required to do so.

All Truck Ordered Not Used or Pick Up Attempts will be charged according to the requested truck and a monetary penalization will apply when the cancellation is not made between 24 hours in advance or pick up address changes are not notified before this time frame.

Pick ups and drop offs on weekends, holidays and after business hours are considered as extraordinary services and are subject to review both rate and service.

Unless clearly indicated, rate does not include cargo insurance (Shipper's Interest Insurance) or escort, customer owns the cargo at all times. EP America rates consider cargo liability for the American/Canadian portion of the freight for up to USD 100,000.00 USD. No cargo liability is offered for the Mexican portion of the freight. Shipper's Interest Insurance is available for new cargo with an All Risk Policy, starting at \$0.18 per

\$100.00 value. If you decide not to add this coverage, your freight will be only covered by carrier's cargo liability, per law limits.

Loading/unloading maneuvers are not included nor are trans-shipment services at the border or any additional equipment to fasten, lash or secure cargo when rolling. Driver shall have the authority to reject any burden that might jeopardize the integrity of the truck and/or put him at risk.

In Direct Equipment, the balance of the load must be subject to the regulations in force. Any cargo that is misplaced or overweight and that does not obey the guidelines of SCT, DOT and the Ministry of Canadian Transportation should be rearranged. All charges generated by this, weighing, maneuvering and storage will be added to the customer's bill after notification of the problem and approval.

Tarping service cannot be given in loads that are too tall, with asymmetrical shapes or spikes that could damage the tarps (in case of damage, the corresponding charge will be made) or could put the operator's safety at risk.

The tarps of all the equipment will NOT be the same. American tarps and straps remain in the US - Mexican tarps and straps remain in Mexico. Every Transfer carries its own tarps and straps.

The rates do not include team driver, for Expedite Service, please approach your main EP America point of contact to obtain availability and rate. For US and CAN portions, it can range from 400.00 to 600.00 USD additional to the linehaul, and 250.00 to 350.00 USD for MEX portion.

Maximum loadable weight per Van 53' is 44 000 lbs only.

Rate is presented is for dock to dock to dock and doesn't include any accessories unless otherwise indicated.

Transit times are expressed in business days and are estimated since they are subject to change due to weather conditions, acts of God, and unforeseen changes that may happen during transit.

For Cross-Border shipments, Door to Door Service can be made in direct or transshipment unit trucks, customer must provide a written confirmation on its service choice.

For Cross-Border shipments, due to loading / unloading time, floor-loaded merchandise will affect the rate according to the complexity of the load in Door to Door trailers.

For Cross-Border shipments, waiting time for Border Crossing and Customs procedures is not considered within any transit time estimates, border periods

during the process of export or import, nor time incurred during the crossing of the trailer at the MEX-USA border.

For Cross-Border shipments, EP America grants 3 (Three) free calendar days at the Mexican/US Borders to complete Customs Paperwork and Procedures, after this time, detention charges will apply at costs indicated below. If the third free day is a Friday, both Saturday and Sunday will be counted as days of detention. (Exception: Reefers do not have a grace period, there are no free days).

For Cross-Border shipments, when EP America is selected to do so, the border crossings are subject to availability of the transfer driver and the request of the service. Once the documentation is ready, it is not a guarantee of availability of the transfer on the same day. EP America does not accept penalties for any concept unless negotiated at the time of nomination and have acknowledge 24 hrs prior to pick up.

For Cross-Border shipments, EP America is not responsible for the costs generated by the Custom Brokers when they accidentally unload a direct freight (Door to Door), it is the Custom Broker's obligation to review documentation.

For Cross-Border shipments, if a Border Crossing (aka transfer) service is contracted by the customer to a company different to EP America, and the trailer is misdelivered, any local drayage caused by this situation will be the responsibility of the customer or whomever contracts the Border Crossing. EP America can support the correct positioning but subject to customer approval of the cost generated by it.

Cargo Liability in US and in Canada for a maximum value of 100,000 USD applies. Additional Insurance can be requested for an additional premium.

EP America's credit terms are subject to the approval by the Accounts Receivable Dept, which can take 3-5 days. The first shipment is required to be paid upon receipt.