



Source Alliance Network, LLC - Terms and Conditions

1. In tendering this shipment for carriage, the shipper agrees to these TERMS AND CONDITIONS OF CONTRACT which no agent or employee of the parties may alter. This bill is NON-NEGOTIABLE and has been prepared by the Shipper or on Shipper's behalf by Source Alliance Network (hereinafter referred to as "SAN") and its authorized agents.
2. As used in the contract, "Carrier" means SAN and its authorized agents.
3. The Shipper agrees that carriage and other services performed hereunder are subject to these conditions and to the rates, rules, and classifications set forth in the Carrier's currently effective Rules and Regulations Tariff, service guide, or supplement, which are available for inspection and incorporated into this contract by reference. The Carrier's Rules and Regulations tariff is available to the public for review.
4. The shipper certifies that the information stated on the face of the signed shipping documents is correct and that NOTHING IN THE CONSIGNMENT contains any unauthorized explosives, incendiaries, hazardous materials or dangerous goods. In the event the shipper tenders unauthorized explosives, incendiaries, hazardous materials or dangerous goods, the shipper shall be liable for and indemnify the Carrier against all loss, damage, fines and penalties caused by such goods. See section 25 regarding shipments containing Dangerous Goods.
5. Shipments tendered for transportation between or within the boundaries of the United States of America, Canada and Puerto Rico shall be domestic transportation. Declared Value for domestic transportation is understood and agreed to be not more than \$0.50 per pound of cargo damaged and/or lost or \$50.00 per claim, whichever is highest, unless a higher value is declared by the shipper at the time of tender, and applicable charges paid thereon. Declared value exceeding \$50,000.00 will only be accepted upon prior arrangement with the Carrier and applicable charges paid thereon.
6. The Carrier certifies that it has and maintains in force a cargo liability insurance policy. The maintenance of such policy in no way changes the Carrier's liability as stated herein or elsewhere within the Carrier's Rules and Regulations Tariff.
7. For international shipments, declared value shall be strictly limited to \$9.07 per pound of cargo damaged and/or lost, or \$50.00 per claim, whichever is highest, unless a higher value is declared by the shipper at the time of tender and applicable charges paid thereon. Declared value exceeding \$50,000.00 will only be accepted upon prior arrangement with the Carrier and applicable charges paid thereon.
8. In tendering the shipment for carriage the SHIPPER WARRANTS that the shipment(s) is packaged adequately to protect the enclosed goods and to insure safe transportation with ordinary care and handling, and that each package is appropriately labeled and, except as noted on the shipping document, is in good order and condition.
9. The shipper consents to a search or inspection of cargo tendered for transportation. All shipments may, at the Carrier's option, be opened and inspected: However, Carrier is not obligated to perform such inspection.

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10. Carrier reserves the right to reweigh and dimensionalize any shipment and adjust freight charges accordingly. A dimensional factor of 194 shall be used on domestic shipments and 166 on international shipments.
11. Carrier is not liable for any loss, damage, delay or other result caused by any circumstance beyond the control of the Carrier, including but not limited to Acts of God, perils of air, public enemies, public authorities acting or actual, acting or actual authority in the premises, authority of law, quarantine, riots, strikes, civil commotion, hazards or dangers incident to a state of war, weather conditions, mechanical delay of aircraft or other equipment, act or default of the Shipper or Consignee or Third party of any of these conditions of Contract, compliance with delivery instructions from the Shipper, Consignee or Third party, or non-compliance with special instructions from the Shipper or Consignee not authorized in the Rules and Regulations Tariff.
12. Carrier will not be liable in any event for any consequential or special damages whether or not the Carrier had knowledge that such damages may be incurred, including but not limited to loss of profits, income, utility, wages, interest, or loss of market.
13. The Carrier is not responsible for any charges incurred by the shipper or consignee or third party because of any delay in transit.
14. Shipper must enter the amount of any Shipper's C.O.D. in the correct C.O.D. area which shall be collected subject to the fee and rules of the Carrier. Unless specified, the Carrier is authorized to collect a check from the consignee.
15. The shipper, consignee and third party, if applicable, will be liable jointly and severally for payment of all sums due to the Carrier related to or accrued on account for any shipment and all claims, fines, penalties, damages, costs or other sums which may be incurred by the Carrier by reason of violation of the contract or any other default of the shipper, consignee or their agents. Carrier will have lien on all cargo for sums due and payable. In case of non-payment, Carrier will have the right upon 30 days' notice to the shipper, consignee or third party, at the address shown on the front of this document or bill of lading to dispose of the cargo or any part thereof at public or private sale without further notice. Carrier may pay itself out of the proceeds of that sale. A sale of a consignment will not discharge the shipper, consignee or third party of any liability to pay any amounts remaining due to the Carrier.
16. The Carrier shall be liable solely as a warehouseman for loss, damage or delay occurring after actual or attempted tender of the property for delivery at destination. When tender of delivery of the property to the party entitled to receive it has been made, but delivery has been refused, or if the Carrier is unable to make delivery, the Carrier's liability as a warehouseman will begin. The Carrier's maximum liability as a warehouseman is \$0.10 per pound, or fraction thereof, regardless of any stated or declared value on the original shipping documents. The Carrier will endeavor to comply or cause compliance with any instructions of the Shipper set forth on the airbill. If no such instructions are set forth, or if such instructions cannot reasonably be complied with, the Carrier after notifying the Shipper of the failure of the Consignee to take delivery will: (a) Return the consignment to the airport of departure to await Shippers instructions; OR (b) After holding the cargo at the destination for a period of not less than 30 days, sell the consignment in one or more lots at public or private sale without notice. In the case of sale of the cargo, the Carrier is authorized to pay itself and other transportation charges out of the proceeds of the sale; and any charges, advances, or expenses of the Carrier; plus the costs of the sale, holding any surplus subject to the order of the Shipper. A sale of a consignment will, however not discharge the Shipper, Consignee or Third party of any liability hereunder to pay any deficiencies.

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17. With respect to any and all incidents of claims, the following shall strictly apply: (a) obvious damage and/or loss as noted on the delivery receipt must be reported to the Carrier within 15 calendar days following delivery. (b) Concealed damage and/or loss must be reported within three business days of delivery. Written notification of intent to file a loss and/or damage claim must be submitted to the Carrier within 15 calendar days following delivery. Indications of damage and/or loss on the delivery receipt DOES NOT qualify as notice to the Carrier, a report of damage, or written notice of an intent to file a loss and/or damage claim. The Carrier reserves the right to perform an inspection of any merchandise. All damaged goods must be retained in the original shipping container and retained at the original delivery site for 15 calendar days after notification to the Carrier in order to allow the Carrier to perform an inspection of the damage and/or loss. Any materials used in packing the cargo for transportation must also be held for 15 days after notification. The product, packing and shipping material must remain at the location of delivery until the inspection has been completed. If the Carrier fails to inspect the cargo 15 days after notification or the Carrier gives a written waiver for inspection, privilege to perform such inspection is forfeited. A formal claim must be made to the Carrier in writing within 90 calendar days after the date of acceptance of the shipment by the Carrier. Any failure to abide by the procedures outlined herein or as stated in the Carriers Rules and Regulations Tariff will result in claim denial by the Carrier.
18. The Carrier will not entertain any claims, with respect to a shipment, any part of which is delivered to the consignee, until all transportation charges have been satisfied. The claimant is strictly prohibited from deducting any claimed amounts against transportation charges.
19. For international shipments only, the Carrier accepts this document as a shipper's letter of instruction, and will prepare, sign, and issue an international airline airbill from the information shown here on. The Carrier also accepts this document as its authority to prepare in the shipper's name any export documentation needed.
20. This contract shall be construed, enforced, and interpreted in accordance with the laws of the state of Illinois, and the laws of the United States, whichever shall be applicable.
21. Any payment which is beyond the payment term shall be considered past due and subject to an additional charge at a rate of 1.5% per month of the outstanding balance due, or the highest rate of interest applicable by law, whichever is higher. Invoices past due by 20 days shall be subject to forfeiture of any discount rates, skid rates, or spot pricing, and the Carrier will re-rate all unpaid shipments. Credit terms may be revoked and all future orders may be handled on a C.O.D. basis. At any time, SAN has the right to limit the amount of credit extended.
22. In the event the Carrier engages a collection agent and/or an attorney to collect unpaid balances, or to enforce any part of the Carrier's Rules and Regulations Tariff, the shipper, consignee and third party acknowledge that by entering into this contract they shall pay all reasonable costs including, but not limited to, professional fees and costs, 25% of the balance, or a flat fee of \$200.00, whichever is greatest, plus costs.
23. The acceptance of any installment payment by SAN, after an invoice becomes past due, shall not be a waiver of any rights of the seller to enforce prompt payment of any further installments or collections.
24. The Carrier and its agents will not be liable in any action brought to enforce a cargo claim unless all claims procedures have been met. The action must be brought, within two years following the date that the written notice was extended to the claimant, that the Carrier had disallowed the claim in whole or in part.

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25. Claims for overcharges in billing must be made in writing within a period of five business days after the date of acceptance of shipment by the Carrier.
26. The shipper certifies that the information stated on the face of the signed shipping documents is correct that the information insofar as any part of the consignment contains Dangerous Goods, such part is properly classified and described by name and is in proper condition for carriage by surface or air according to the applicable Dangerous Goods Regulations.
27. The Carriers Rules and Regulations Tariff, Conditions of Contract, and rates are subject to change without notice.
28. The Carrier and its agents will not be liable for any fees or expenses accrued by vendor compliance programs, as well as, but not limited to, chargebacks for late deliveries, delayed shipments due to Carrier agent line haul schedules, the misplacement of shipments or complete loss, and Shipper or Carrier misload or misroute.
29. To expedite movement or regain normal shipment routing, the shipment may be diverted to other Carrier per tariff rules unless the shipper provides other instruction hereon.
30. This agreement is a legally binding contract on the part of the applicant and SAN, their respective heirs, successors and assigns in accordance with the terms and conditions herein.
31. Shipper, consignee, or third party, inter alia, acknowledge that by entering into this Contract, they have sufficient contact with the State of Illinois to vest jurisdiction therein and hereby forever waive any objection to exclusive Illinois jurisdiction, agreeing to proper venue within DuPage County, Illinois, that the Contract will be deemed fully executed and performed in the State of Illinois, agree to be subject to the jurisdiction of the State of Illinois, and waive any right to a trial by jury therein.
32. These Terms and Conditions, Rules and Regulations, procedures and respective obligations shall survive termination of this Contract by delivery of cargo or other means.

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