



## ICAT Logistics, Inc. Terms & Conditions of Contract

These Terms and Conditions of Contract of ICAT Logistics, Inc. are subject to change without notice. The most current version of the Terms can be found at [www.icatlogistics.com](http://www.icatlogistics.com), and supersede these Terms.

In tendering the shipment for delivery, the Shipper, Consignee, and any other party with an interest in the shipment (or anyone claiming by, through or on behalf of these parties) agrees to these Terms and Conditions and these Terms will supersede all previous Terms. These Terms shall apply to all shipments unless otherwise required or mandated by a federal, state, or foreign law, rule or regulation applicable to the shipment. Shipments originating outside the U.S. for U.S. or other international destinations are subject to local tariffs and the terms and conditions of the ICAT subsidiary, branch or independent contractor which accepted the shipment, if such terms and conditions are different from these Terms. Only an officer of ICAT Logistics, Inc. is authorized to change these Terms and Conditions.

Terms and Conditions on the ICAT bill of lading or other transportation documents shall prevail but shall not conflict with the rules relating to liability for international carriage established by the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed September 1955 (Hague Protocol) and the protocol number 4 done at Montreal on 25 September 1975 (Montreal Protocol 4) as applicable, and all other applicable amendments to the Warsaw Convention, or any applicable tariff, convention or treaty.

These terms supersede any other version or statements concerning ICAT Logistics, Inc. Terms and Conditions. Any failure to enforce or apply a term, condition, or provision of these Terms and Conditions shall not constitute a waiver of that term or condition or otherwise impair our right to enforce or apply such term or condition in the future.

Throughout this document the words "ICAT Logistics, Inc.", "ICAT", "our", or "we" shall refer to ICAT Logistics, Inc. and its employees and agents. In regards to international shipments, English pounds will be converted to metric kilograms and tons.

### 1. BILLING

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Until credit approval has been granted by ICAT Logistics, Inc., all fees for transportation or related services will be due and payable at the time the services are rendered. Upon credit approval by ICAT Logistics, Inc., the Customer agrees to these terms and conditions of payment. The terms of payment are Net 30 days from the invoice date. Any payments not received within 30 days of the invoice are in jeopardy of losing the discounted charge. At such time the full charge will be applied as outlined by ICAT Logistics, Inc. in its General Tariff. A 1.5% monthly late fee will be assessed on invoices not paid within terms. Should payment default occur, the laws of the state of Maryland shall apply and any litigation will be filed in Maryland, to include any and all legal fees incurred by ICAT Logistics, Inc.

Prepaid shipments will be billed to the shipper or designated third party and collect shipments will be billed to the consignee. If the third party refuses payment for any reason, liability for the payment will revert to the shipper, consignee, or whichever party requested the third party billing. When the form of payment is not shown on the bill of lading, the shipment shall move as prepaid to the shipper. Any services requested or approved by the original payer of freight charges will be billed to the party requesting the service. Credit card payments will be accepted when charged on a major credit card. Both shipper and consignee shall be liable jointly and severally for all unpaid charges payable on a shipment.

If the type of billing is requested to be changed after final delivery has been made, the new payor must provide a guarantee of payment.

## 2. Bill of Lading

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The Bill of Lading binds the shipper, consignee, or any other party with an interest in the shipment with ICAT and our agents. Upon tendering the shipment, the shipper and consignee agree to ICAT's Terms and Conditions. It is the shipper's responsibility to accurately complete the bill of lading. The bill of lading shall contain:

- a. A contact name and phone number for the Shipper must be legibly written on the bill of lading.
- b. A contact name, address, postal code, and phone number for the consignee must be legibly written on the bill of lading.
- c. Number of pieces in the shipment must be on the bill of lading.
- d. The weight and dimensions of each piece must be listed on the bill of lading. If omitted, ICAT reserves the right to weigh and measure the shipment or confirm with the carrier or driver the accurate weight and dimensions of the shipment and the shipment will be rated accordingly.
- e. Service level required by the customer must be indicated.
- f. The shipper has the sole obligation to properly describe a Dangerous Goods shipment in accordance with the rules and regulations of Title 49 of the Code of Federal Regulations (CFR 49), U.S. Department of Transportation and/or IATA regulations, or other applicable country regulations. On shipments moving within the United States, the shipper must furnish placards if the quantity of the dangerous goods requires the use of placards.

## 3. Loss and Damage Claims

Loss and Damage claims should be brought to the attention of ICAT Logistics, Inc. at:

ICAT Logistics, Inc.  
6805 Douglas Legum Dr.  
Third Floor  
Elkridge, MD 21075

All claims, domestic (within the borders of the United States) and international (moving from one country to another) MUST be made in writing. A schedule of time limitations is shown below.

No claim will be finalized until all transportation charges have been paid. The amount of a claim cannot be deducted from transportation charges.