



## **TERMS & CONDITIONS**

*Bella CORE partnered with a Freight Logistics Company that is operating as a "Freight Broker" and is licensed by the Department of Transportation (DOT), Federal Motor Carrier Safety Administration (FMSCA) and other government agencies as required by law. Customer is the party using Bella CORE's website and or services. By electing to use Bella CORE's website and services, the Customer agrees to these TERMS AND CONDITIONS which no agent or employee of the parties may alter.*

- 1) Definition - Freight Brokerage: Customer acknowledges that Bella CORE has partnered with a Freight Broker and NOT a Freight Carrier. The Freight Broker ensures all carriers are properly licensed and bonded for all services they provide for the Customer. The Federal Government's laws and regulations protect Freight Brokers from liability claims as a consequence of carrier service failures, loss of shipment, or damage to a shipment. The courts have upheld this position based on the fact that Freight Brokers are barred from accepting consignment (taking control) of freight - and- Customer consigns (signs over) their shipment directly to the carrier. At no time does Bella CORE or its Freight Broker hold, handle, store or transport freight.
- 2) Definition - Freight Carrier: The Freight Carrier is a dually licensed and registered company that provides the actual transportation of Customer's shipment. The Freight Carrier(s) is/are subject to all state and federal laws and regulations applicable to the transportation of this shipment. Customer understands and agrees that the Freight Carrier(s) that actually transports the shipment(s) is/are exclusively responsible for the transportation and delivery of Customer's shipment.
- 3) Definition - Customer: You establish yourself as a Customer of Bella CORE by using Bella CORE's website.
  - i) Customer understands that all freight rates are quoted as tailgate or curbside pickup and delivery to a commercial location and/or carrier terminal drop off or pickup.
  - ii) Residential services are available and are charged as an assessorial service.
  - iii) If pickup and/or delivery are requested by the Customer, the Customer warrants the locations will be carrier- equipment accessible.
  - iv) Customer agrees to provide the means to load and unload the shipment unless these services have been arranged for as an assessorial service.
  - v) The Customer agrees to pay for all products and services as actually provided by Bella CORE, the Freight Broker, and the Freight Carrier(s).
  - vi) Customer agrees that any individual or entity acting on their behalf has the right to legally bind Customer. This includes; any sanctioned party scheduling a shipment(s), any party using Customer's Bill of Lading (BOL), the party acting as consignor at the time of pickup, the party acting as consignee at the time of delivery, and/or any party requesting services for Customer.
- 4) Bill of Lading (BOL): The Bill of Lading, or BOL, is non-negotiable and has been prepared by Bella CORE on behalf of the Customer and shall be deemed, conclusively, to have been prepared by the Customer. The General Rules Tariffs, set forth by the Carrier(s), that actually provided the transportation of the shipment, will in every instance take precedence in all legal proceedings and, when applicable, will take precedence over the Bella

CORE's Terms and Conditions. If not stated within the Carrier's General Rules Tariff, Bella CORE shall control all Terms, including, but not limited to all the limitations of liability, shall apply to the selected Carrier and their agents and contracted carriers.

- 5) Assessorial Services: Assessorial services are services provided by the Carrier in addition to the basic transportation of the shipment.
  - i) Customer agrees to pay for all services requested and or any service(s) associated with a particular pickup or delivery location.
  - ii) Rates shown below will apply unless otherwise stated on the Bill of Lading and/or the invoice provided at the time of booking the shipment. Lift Gate at Pickup or Delivery - \$150.00, Call before Pickup or Delivery - \$35.00, Residential Pickup or Delivery - \$250.00, Bill of Lading (BOL) not used-\$95.00, Tagging and Labeling Fee - \$135.00.
- 6) Quoted Rate: All shipments are quoted, rated, and booked based on information provided by you, the Customer. Factors in this calculation include;
  - i) The total weight of the shipment including all packing materials, crating and or pallet.
  - ii) What is being shipped (commodity) results in a NMFC code and Freight Class.
  - iii) The packed size of the shipment, its dimensions, and volume of space required.
  - iv) The type of packing used for the shipment.
  - v) The number of items being shipped.
  - vi) Any special services requested and/or needed.
  - vii) Guaranteed or estimated transit time.
  - viii) Commercial or residential pickup or delivery.
  - ix) Any other applicable accessorial charges (see below).

Note: Not included in the Quoted Rate are any non-carriage related expenses that may apply, including but not limited to: customs assessment's, penalties, taxes, duties, tariffs, tolls, storage expenses, attorney fees, and legal costs allocable to this shipment and/or all disputes related to the shipment. Customer accepts full responsibility and liability for these expenses.

- 7) Payment: Unless otherwise agreed, payment for all services is by Credit Card (Visa, Master Card, Discover, or American Express), which is issued in the Customer's name and/or Customer is authorized to use
  - i) Customer understands and agrees they have established an Account with Bella CORE and that they provided a credit card as their means of payment for this account.
  - ii) Understanding this, Customer is authorizing and directing Bella CORE to automatically charge any amounts payable by Customer, in connection with Customer's purchases from Bella CORE, to the credit card Customer provided during the registration process, or such credit card(s) Customer may provide thereafter
- 8) Guaranteed Transit Time Services: Unless Guaranteed Service is specifically listed as a chargeable assessorial service, delivery times are estimates only.
  - i) When Guaranteed Service is included as an assessorial service, it is inclusive of transit times only as noted by the carrier selected.
  - ii) Guaranteed Service transit times do not include holiday and/or no-service days as defined by the individual carrier.
- 9) Delay of Shipment: Neither Bella CORE nor the actual Freight Carrier shall be held liable for delays in delivery caused by; an Act of God, war, accidents, weather or delays due to State or Federal intervention or any other circumstance that are beyond the control of Bella CORE and or the Carrier(s). Such circumstances negate the Guaranteed Transit Time service. Beyond the circumstances noted above, liability for Guaranteed Transit Time shall, at no time, exceed the additional assessorial charge noted on the invoice for this service.
  - i) In no case, shall the Customer hold Bella CORE or the Carrier liable for other losses the Customer may have experienced as a consequence of transit times greater the expected.

- ii) In the event of a Carrier failure to comply with the guaranteed service requested, the Customer is permitted ten (10) business days from the date of invoice to file a claim request in writing with Bella CORE. If Bella CORE does not receive a claim request or receives the request after the allowable ten (10) business days, the service provided by the Carrier will be deemed to have met all guaranteed service standards and the claim request will automatically be considered invalid and denied.
  - iii) In no event shall Bella CORE be liable nor will any account be credited if the Customer does not use Bella CORE's Bill of Lading.
- 10) Exclusions of Liability: Customer agrees that Bella CORE will not be held liable for any loss, missed delivery or non-delivery caused by the act, default or omission of the Customer or any other party who claims interest in the shipment, or caused by the nature of the shipment or any defect thereof.
- i) Bella CORE will not be held liable for losses, missed delivery or non-delivery caused by Customer's violation(s) of the Terms and Conditions contained in the Bill of Lading or of the Carrier's General Rules Tariff including, but not limited to: improper or insufficient packing, securing, marking or addressing, or failure to observe any of the rules relating to shipments not acceptable for transportation or shipping.
  - ii) Bella CORE is not liable for losses, missed delivery or non-delivery caused by the acts of God, perils of the air, public authorities, acts or omissions of Customs or quarantine, war, riots, strikes, labor disputes, weather conditions or mechanical delay or failure of truck, aircraft or other equipment.
  - iii) Bella CORE is not liable for failure to comply with delivery or other instructions from the Customer or for the acts or omissions of any person other than employees of Bella CORE
  - iv) Subject to the limitations of liability contained in this Bill of Lading and the Carrier's General Rules Tariff, Bella CORE shall only be liable for loss, damage, missed delivery, or non-delivery caused by Bella CORE's own gross negligence. Bella CORE's liability therefore shall be limited to the fees that Bella CORE has earned with respect to the subject shipment.
- 11) Limitations of Liability: All shipments are covered under the Carrier's limited liability coverage as noted below based on either Full Truck Load or (TL) or Less Than a Truck Load (LTL) services (see below Consignee agrees to inspect the shipment at the time of delivery and document any damage on the delivery bill). Failure to note damage may cause forfeiture of the liability claim. The Carrier's liability coverage only covers damage or loss of the freight shipped, not lost time, labor, or shipping costs. Inspection of Shipment includes:
- i) Carefully review the BOL and delivery receipt at the time of delivery.
  - ii) Do not sign for any services you have not authorized
  - iii) If there is damage, document this on the delivery receipt and have the driver initial as well
  - iv) Take photos of damage prior to unpacking the shipment.
  - v) Customer must file all freight cargo claims in writing with shipment carrier within 48 hours of delivery.
  - vi) Only the consignee or third-party owner of the freight may file a claim. Delayed reporting of a claim could forfeit the Customer's right to a claim.
  - vii) You must file your claim with the origin or destination transportation provider within 5 days' failure to do so will result in loss of claim
- 12) Filing Carrier Claims for Loss or Damage: The Customer must file all freight cargo claims in writing with shipment carrier within 48 hours of delivery. Only the shipper, consignee or third-party owner of the freight may file a claim. Delayed reporting of a claim could forfeit the Customer's right to a claim. Bella CORE will assist the Customer in the processing of their claim with the Freight Carrier, when requested by the Customer. The filing of a claim does not relieve Customer for payment of freight charges. Customer's account must be paid in full prior to processing a claim for loss or damage. Please contact Bella CORE for more details regarding carrier insurance or carrier liability.
- 13) Venue, Forum Selection and Choice of Law: Customer acknowledges that Bella CORE is not a Freight Broker and not the actual Freight Carrier. Customer also agrees that the services provided by Bella CORE were limited to partnering with a Freight Broker that brokered the freight between the parties of Customer and Carrier and that this service was secured, executed, processed and recorded as a service within the State of Georgia.

- 14) The Customer acknowledges that the transportation of their freight is performed exclusively by the Freight Carrier and not performed by Bella CORE. Understanding this, the Customer agrees to hold Bella CORE harmless for services (i.e. transportation of freight) performed by the Freight Carrier. Customer agrees to pay Bella CORE per agreement regardless of any disputes that may or may not occur with the Freight Carrier.
- 15) Therefore: All parties including Bella CORE, the Customer and the Carrier agree any claim, dispute or controversy between Customer and Bella CORE (and/or made by/or against anyone connected with Customer or Bella CORE or claiming through Customer or Bella CORE) arising from/or relating to Customer's use of Bella CORE's website or products or services provided by Bella CORE including claims regarding applicability or validity of this provision, shall be governed by the laws of the State of Georgia and that the venue for any dispute shall any legal action relating to products or services provided by Bella CORE or its website, Bella CORE, shall be filed exclusively in the State of Georgia. The Customer and Bella CORE mutually agree that neither the Customer nor Bella CORE shall be liable or responsible for any legal expense or any other expenses incurred by the other party in defending a claim or dispute between these parties.
- 16) Changes in Terms & Conditions: Bella CORE shall have the right at any time to change or modify the terms and conditions applicable to Customer's use of Bella CORE's website, ordering process, or any part thereof, or to impose new conditions, including but not limited to adding fees and charges. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by means including but not limited to posting on Bella CORE's website, through electronic or conventional mail, or by any other means by which Customer obtains notice thereof. Any use of Bella CORE's website, ordering process, or any part thereof, by Customer after such notice shall be deemed to constitute acceptance by Customer of such changes, modifications or additions.
- 17) Binding Acceptance: Acceptance of Bella CORE's TERMS and CONDITIONS is redundantly required in the course of placing each order. This occurs by the Customer's use of Bella CORE's website when placing an order, or when registering as a Customer. Additionally, a copy of these TERMS and CONDITIONS is provided with each Bill of Lading (BOL) and finally, the use of Bella CORE's website requires the acceptance of these TERMS and CONDITIONS.

This concludes the Terms and Conditions of purchasing product and accepting delivery of orders from Bella CORE. Thank you for your business. We have the surfacing system solutions to meet all your surfacing needs.

06/10/2020