

## Terms of Service & Accessorial Charges

## **Terms of Service**

1. **CCL** reserves the right to decline service for reasons that prevent CCL from maintaining acceptable profit margins (i/e/ poor credit, insufficient packaging, unprofessional behavior towards CCL drivers and staff, etc.)

## 2. Unloading Responsibility

Please be advised that our drivers are **not required to unload freight** at the delivery location. As part of our standard service, the driver will bring the freight to the **tail of the truck**. From that point, it is the **receiver's responsibility** to offload the material. If the receiver does not have the appropriate equipment or resources to offload the freight from the tail of the truck, the following accessorial services are available upon request or as needed:

- 3. **Freight bills**: CCL will send an invoice for every individual shipment. All rates, fees, and minimum charges are determined on a per bill of lading (BOL) basis. For every BOL there will be an invoice.
- 4. **Freight bill discrepancies:** All discrepancies must be addressed within three months of the invoice date. CCL reserves the right to deny any claim for overpayment that is more than three months old.
- 5. **Multiple Deliveries for one BOL**: CCL rates and quotes assume that each order will require one pick up and one delivery. If the freight listed on one bill of lading requires more than one pick up or more than one delivery, there will be an additional \$100 charge for each additional pick up and/or delivery.
- 6. Late Charges & Attorney's Fees: For customers that continually carry a balance over 30 days, CCL reserves the right to either raise freight rates or terminate service without advanced notice. All invoices carried over 15 days late will be subject to a service charge equal to the lesser of two percent (2%) per month, or the maximum rate permitted by applicable law, may be imposed, at CCL's option, on all past due payments. In the event any payment due CCL is collected at law or through an attorney-at-law, or under advice there from, or through a collection agency, customer agrees to pay all reasonable costs of collection, including, but not limited to, all court costs and reasonable attorneys' fees and expenses incurred by CCL in attempting to collect past due amounts.
- 7. Claims: Freight claims can only be made for the value of the damaged portion of the materials. All undamaged portions of the material cannot be included in the claim amount. To receive the most favorable outcome, claims should be made within 7 days of the delivery date. Any claim made after 30 days of delivery will be automatically denied. For damage claims, a CCL representative must inspect the damaged material before a claim can be processed. The CCL claims specialist will coordinate the inspection after the claim form is submitted. Claims will automatically be denied if the materials are not available for inspection. Until the claim is processed and the party responsible is determined, CCL will not be responsible for the cost to replace the damaged or lost materials. CCL will not be liable for any labor charges, service fees, or other incidental costs incurred by the Consignee, Shipper, or any third party in connection with the inspection, handling, repackaging, or disposal of freight that is alleged to be damaged or otherwise subject to a cargo claim. Under no circumstances will CCL reimburse for labor costs, downtime, or administrative fees associated with the resolution of freight claims.

- 8. **Limit of Liability:** CCL's liability for lost or damaged carpet, area rugs, or other freight carried by CCL or any other carrier at its request, is limited to a maximum of \$20 per square yard or the equivalent value. By accepting the attached rates and/or shipping freight with CCL, the Payor understands that it shall have no recourse against CCL or any other carrier shipping such commodities at the request of CCL for claims arising for lost or damaged freight beyond the limit of \$20 per square yard. Under no circumstances will CCL reimburse for labor costs, downtime, or administrative fees associated with the resolution of freight claims. If Payor anticipates that commodities to be shipped with CCL are in excess of the \$20 per square yard value. Payor acknowledges that it is responsible for communicating this to CCL and either purchasing additional insurance from CCL or insuring commodities appropriately at its own expense.
- 9. **Excess Value Insurance**: for shipments that have a value greater than \$20/SY or \$5/lbs., CCL offer excess value coverage. The cost is 5% of excess value with a \$50 minimum. Terms and conditions apply, please contact concierge@carpetlogsitics.com for more details.
- 10. **Fuel Surcharge**: Each party recognizes the volatility of fuel prices, and the needs for the Carrier to recover actual operating cost and operate at an acceptable profit margin. Due to this volatility, CCL's fuel surcharge is based on the **Central Atlantic** on-highway diesel fuel price. The fuel surcharge can be found on our website and is updated weekly. <a href="https://www.carpetlogistics.com/services/fuel-surcharge/">https://www.carpetlogistics.com/services/fuel-surcharge/</a>
- **11. Tolls:** CCL charges tolls on orders consigned to high toll areas. Including areas of: VA, DE, MD, PA, NJ, NY, RI, MA

## **Accessorial Charges and Additional Fees**

- 12. Lagrange Transfer Fee: This fee only applies to shipments from Interface: All commodities .30/SY + FSC
- 13. **Driver-Assisted Unloading**: \$50 assistance fee for up to 3 items.

If manual unloading assistance is requested and provided by the driver (at their discretion), a flat fee applies. Please note that it is our policy that the driver should not assist in the unloading of material for the following reasons.

- More than 3 items on the delivery
- If it requires them to climb over freight, lift, push or pull more than 50 lbs.
- any activity that risks personal injury.

The driver has the right to refuse to assist with the unloading of material if they feel it risks their personal safety.

- 14. **Misloaded Shipments**: \$75 fee billed to the shipper for orders stopped at CCL Dalton and returned to shipper.
- 15. Redelivery Fee: If the freight cannot be unloaded due to lack of equipment, personnel, or consignee location being closed during normal business hours, the shipment can be scheduled for redelivery. Redelivery charges are calculated as follows:25/SY + FSC or a \$95.00 + FSC minimum redelivery charge. Whichever is higher.
- 16. Cores & Tubes of Trim/Molding: \$50 + FSC per bundle of cores; \$25 + FSC per tube of molding/trim

- 17. **Freight of All Kinds:** If the square yard quantity is not listed on the BOL the freight will ship at the sundries rate. Cove Base will also rate as a sundry.
- 18. **Display Racks:** Display racks will be billed based as sundries rate and are subject to an additional \$150 handling fee per display. This fee is determined on a case-by-case basis when special handling is required.
- 19. Security Screening Fee: \$150 charge for security screening stops
- 20. **Lift gate and Pallet Jack Service**: \$75 per order. Lift gate service is available by request. The request must be made at the time of shipping and noted on the bill of lading to ensure the order is routed on a truck with a lift gate. If the request is made at the time of delivery and the driver has a lift gate, the driver will use the lift gate for the delivery and CCL will charge a lift gate fee to the party responsible for paying the freight invoice.
- 21. **Job Site Delivery Fee**: \$150 per hour. A 1-hour minimum charge will be billed in addition to freight charges. This fee applies to deliveries consigned to locations other than floor covering retail stores and warehouses (i.e. schools, hotels, construction sites, etc.). If the job site does not have a forklift with a pole attachment to offload rolled materials properly, CCL will not accept liability for shipping damage claims. It is the responsibility of the shipper and/or receiver to ensure there is proper equipment for offloading at job sites.
- 22. **Convention Center and Stadium Delivery:** \$150. A one-hour grace period is provided for unloading/loading. Detention fees will apply after the first hour, detention fees will apply at a rate of \$55 per hour, billed in 30-minute increments. Detention begins 61 minutes after the check-in time and is rounded up to the nearest hour.
- 23. **Cross Island Ferry Service**: Massachusetts island delivery service is available by request. The island delivery charges are based on volume of the individual order, with a minimum fee of \$150.
- 24. **Residential Delivery & Inside Deliveries**: CCL does not make Residential deliveries or perform inside deliveries.
- 25. **Detention Fees**: For **live-load** or **live-unload** situations:
  - Less-Than-Truckload (LTL) Shipments:

The consignee is allotted a **15-minute grace period** for loading or unloading at no additional charge. After this period, **detention fees will apply at a rate of \$100 per hour**, billed in **30-minute increments**.

• Truckload (TL) Shipments:

The consignee is permitted **up to 1 hour** of free time for loading or unloading.

Beyond this window, the same **\$100 per hour detention rate** applies, also billed in **30-minute increments.** 

All detention charges are billed to the party responsible for freight charges.

- 26. **Storage/Delay of Delivery:** CCL offers 14 days of free delayed delivery on all orders. Storage will be charged after 14 days. The storage fees will be charged to the same party who was billed for the freight whether the delay was at the shipper or consignee's request.
  - \$10 per pallet per week
  - \$8 per roll per week
  - Minimum charge: \$25 per week
  - Note: Monthly storage rates are available upon request and will be quoted based on shipment volume.
- 27. **Excessive Weight Pallet**: \$70 per pallet. This only applies on orders that not rated by the weight (CWT). Any single pallet shipped that weighs more than 2,200 lbs will be billed an additional \$70 for excessive weight.
- 28. Oversized Rolls/Pallets: A surcharge of \$75 per roll or pallet will apply to:
  - Rolled goods exceeding 15 feet in width, but no more than 20 feet in width.
  - Rolled good exceeding 20 feet in width will be charged \$150.00
  - Pallets exceeding 60 inches in any dimension.

This fee is assessed to accommodate the additional handling and space requirements associated with oversized freight.

- 29. Crated Materials/Shipped on rollers: \$150 per order for orders shipped in crates, on rollers, or on carts.
- 30. **Re-packaging or re-roll / wrap**: \$50 handling charges may apply to shipments not packaged correctly for transport.
- **31. Area Rug and Remnant Shipments:** Shipments containing loose area rugs, bundles, or carpet remnants will be charged **\$10 handling fee per individual piece handled.**

By signing below, I acknowledge that I have read, understood, and agree to the Terms of Service and pay the Accessorial Charges outlined in this document.

Company Name (Customer):	
Authorized Representative Name:	
Title:	
Signature:	
Date:	