

We guarantee On Time, Safe and Damage Free Delivery!

Your transactions are subject to these Terms and Conditions. Please review them carefully before requesting any services from us. VMW EXPRESS LLC's ("VMW") Terms and Conditions are subject to change. You agree to be bound by the Terms and Conditions in effect at the time you place your order.

1. **Open an Account:** If you would like to open an account, please contact our accounting team accounting@vmwexpress.com or call 800-869-6949 option 2. During the credit application process, orders may be processed via credit card or EFT. All payments must be made in U.S. funds drawn on U.S. banks, company bank account only, unless alternate arrangements have been approved by VMW. For payment terms other than net 30, additional fees may apply.
2. **Payment Terms:** Net 30 days. Late fee of 1.5% will be assessed per month on any past due invoice beyond 30 days. Client will pay all costs associated with collections. Client will be charged a fee of \$25.00 for any returned check. In consideration for credit being extended by VMW client acknowledges and agrees to the following: (1) Payment for all work by VMW is due within 30 days of billing; (2) any charges still outstanding after 60 days from date of billing are subject to collection and all collection or arbitration expenses, attorney fees, and court costs will be borne by the Client; (3) VMW reserves the right to demand payment of all outstanding and past due charges as a pre-condition for releasing any shipment(s). (4) Invoice disputes must be made in writing within fifteen (15) days of invoice receipt or charges are considered valid; (5) this agreement shall apply to all current and future charges unless revocation is received by registered mail; (6) all work is subject to the Terms and Conditions above.
3. **Late Fees:** Please pay from the invoice provided. Any amount not paid in accordance with specified terms will bear interest at the lesser of eighteen percent (18%) per annum, compounded monthly, and the highest rate permitted by applicable law. Our accounting team is available to help you in all billing matters. Invoice disputes must be made in writing within 15 days of invoice receipt or charges are considered valid.
4. **Miscellaneous Fees:** There will be a \$35.00 charge for returned checks and EFT rejections for any reason. In the event VMW retains a collection agency or attorney to enforce any of your obligations to VMW, you agree to pay all of VMW's costs and expenses associated with such enforcement, including all collection or arbitration, attorney, court costs, and litigation fees.
5. **Tax Fees:** You agree to pay or reimburse VMW for any and all transaction, use and excise taxes that may be imposed on you or VMW by any government entity as a result of any transaction to you, regardless of when such taxes may be assessed, imposed, or levied.
6. **Convenience Fees:** Any amount paid by credit card, other than at the time of purchase, is subject to an additional three percent (3%) convenience fee.
7. **Detention Fees:** After the first hour, \$45/hour billed in 15-minute increments for non-cdl moves and \$60/hour billed in 15-minute increments for CDL moves.
8. **Attempt Fee:** VMW will charge the full amount for dispatching our driver.

9. Cancellation Fee: If cancellation is received in writing within 2 hour of service confirmation, there will be no charge for non-cdl moves. CDL moves must receive 12 hours cancellation notice in writing.
10. Dimensional Weight: VMW reserves the right to charge dimensional weight by using a factor of 194 cu.in. per lb. Dimensional weight can be calculated by using the following equation: $L \times W \times H / 194$.
11. Rates: Tractor Trailer rates and Exclusive Use Vehicle rates available on a per quote basis. All rates are subject to applicable Fuel Surcharge.
12. Delivery Notations: At the time of delivery, the consignee must note on the delivery receipt any exceptions to the shipping containers that would indicate a discrepancy (shortage in the shipment or damage to the containers).
13. Customer Liability: The customer bears the responsibility for complying with all Federal, state, and local laws, rules, and regulations, including, but not limited to, import, export, and customs requirements.
14. Shipping Documents: VMW requires the Bill of Lading for the transportation of every shipment.
15. Claims: All claims for loss, damage, delay or non-delivery must be made within thirty (30) days of the shipping date, or such claims shall be deemed to be waived. Unless another agreement has been made between client and VMW the following will apply: (1) Value of shipment must be declared for insurance coverage to be considered; (2) All vehicle shipments are insured for \$100.00; (3) Additional insurance is available at a rate of \$1.00 per \$100.00 declared value with a minimum of \$3.50 per shipment; (4) Please be advised that VMW does not take responsibility for cash, jewelry or securities; (5) All valued items must be declared prior to shipment, claims must be made in writing within seven days; (6) Additional insurance can only be purchased at the time an order is placed. VMW will not accept additional insurance declarations once a delivery is in process. Original shipping carton and contents must be retained by consignee for inspection. Acceptance of Goods by recipient without noting damage on the delivery notice shall be conclusive evidence that such Goods were delivered in good condition and without damage.

The filing of a claim does not relieve the responsible party for payment of freight charges. Freight payment is necessary in order for a carrier to process a claim. All freight cargo claims should be submitted immediately to VMW to help ensure timely resolution. VMW will attempt to assist in the resolution of freight claims, but has no responsibility or liability therefore. No claim will be reviewed until all shipping and related charges have been paid. All packaging and containers must be made available for inspection.

All claims for overcharge shall be deemed waived if not presented within one hundred twenty (120) days of the original invoice date. Notwithstanding the foregoing, if an account is more than sixty (60) days past due, VMW may apply overpayments, or other credits owed to Customer, against the oldest dated invoices.

16. Carrier's and Warehouseman's Lien: Customer acknowledges that VMW and its subcontractors have both a carrier's and warehouseman's general lien on all Goods handled

pursuant to any Transportation Document. This lien may be enforced at any time at either a public or private sale with or without a judicial hearing. Any notice required to be given of a sale or other disposition made at least ten (10) days before a proposed action constitutes fair and reasonable notice. Any surplus from the sale or other disposition, after deduction for all sums owed to VMW, shall be transmitted to Customer, and Customer shall be liable for any deficiency. Customer also grants VMW a security interest in the Goods being handled under any Transportation Document until Customer has fully satisfied all liabilities, whenever occurring, owed to VMW. VMW has the right to withhold delivery or release of Goods if Customer is in breach of any indebtedness or obligation to VMW, even if not related to such Goods. If any such indebtedness or obligation is unsatisfied, VMW may, in addition to all other rights and remedies under other agreements and/or applicable Law, exercise all rights and remedies of a secured party under the Uniform Commercial Code, including, but not limited to the filing of financing statements covering any such Goods without Customer's signature.

17. Packing: In tendering the shipment, the shipper warrants that each shipment is packaged to protect the enclosed goods and to ensure safe transportation with ordinary care in handling, and that each package is appropriately labeled, and is in good order for carriage as specified. Customer also warrants that the commodity description is explicit and accurate. For articles shipped in unenclosed containers, Forwarder shall not be liable for damage/loss unless mishandling and/or loss is evident and is so noted on the delivery receipt at the time of delivery. NOTE: A shipment in which delivery is made in exchange for a clear delivery receipt shall be prima facie evidence of having received ordinary care in handling.
18. Indemnification/Hold Harmless: The Customer agrees to indemnify, defend, and hold the VMW harmless from any claims and/or liability, fines, penalties, costs, and/or attorneys' fees arising from the importation or exportation of customers merchandise, from any incorrect or questionable statements of the weight provided by the Customer or its agent or contractor on which VMW relies, and/or any conduct of the Customer, including, but not limited to, the inaccuracy of entry, export or security data supplied by Customer or its agent or representative, which violates any Federal, State and/or other laws, and further agrees to indemnify and hold the VMW harmless against any and all liability, loss, damages, costs, claims, penalties, fines and/or expenses, including, but not limited to, reasonable attorney's fees, which the VMW may hereafter incur, suffer or be required to pay by reason of such claims; in the event that any claim, suit or proceeding is brought against the Forwarder, it shall give notice in writing to the Customer by mail at its address on file with VMW.
19. Force Majeure: Any delay or failure of performance of VMW under these Terms and Conditions of Transportation Services shall not constitute a breach or default hereof or of any Transportation Document, or give rise to any claims for damages, if and to the extent that such delay or failure is caused by an occurrence beyond the reasonable control of VMW, including, but not limited to, acts of God, acts of governmental authorities, public enemies, acts or omissions of Customs or quarantine officials, war, riots, rebellions, strikes, sabotage, fire, explosions, accidents, floods, strikes, lockouts, labor disputes, weather conditions, mechanical delay or failure of aircraft or other equipment, the discovery of materially different site conditions, or changes in laws, regulations, or ordinances.

20. Governing Law: Consent to Jurisdiction and Venue. These terms and conditions of service and the relationship of the parties shall be construed according to the laws of the State of Maryland without giving consideration to principals of conflict of law.

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