



TERMS AND CONDITIONS

1. In tendering and giving shipments, shipper and or customer agrees to the conditions of the contract which no agent or employee of the parties may alter, and that this Bill of Lading or delivery order is NON NEGOTIABLE and has been prepared by the shipper or on shipper's behalf by or for MIGHTY TRUCKING & SERVICES, INC. It is mutually agreed that the conditions of the carriage for this shipment are governed by MIGHTY TRUCKING & SERVICES, INC. tariffs, available for the inspection when sent with this term of conditions or requested by the shipper or customer, which hereby incorporated into the contract.
2. MIGHTY TRUCKING & SERVICES, INC. shall not be liable in any event for any special incident or consequential damages including, but not limited to, loss of profit or loss of income. Whether or not MIGHTY TRUCKING & SERVICES, INC. has knowledge that such damage might be incurred.
3. Shipper or customer warrants that this shipment is packed adequately to protect the shipment and ensure safe transportation with ordinary care and handling any glass, fragile items or electronic equipment must be identified such and be professionally packaged or crated for shipment or any claim will be denied.
4. Due to the inherent nature of the freight business, MIGHTY TRUCKING & SERVICES, INC. does not guarantee delivery by stipulated date or a stipulated time, not MIGHTY TRUCKING & SERVICES, INC. be liable for the consequences of failure to make timely delivery.
5. MIGHTY TRUCKING & SERVICES, INC. shall not be liable by Acts of God, terrorism, public authorities, strikes, labor dispute, weather, mechanical failures, omission of Customs or quarantine officials or civil commotions, riots, fuel shortages, hazard incidents to a state of war.
6. Unless otherwise expressly provided and allowed by law or authorized knowingly by MIGHTY TRUCKING & SERVICES, INC., any shipment prohibited by law, bonds, coins of any kind, currency, furs, fur clothing, gems or stones, industrial diamond, diamonds, gold, silver, coin concentrates, jewelry (other than custom jewelry), money, pearls, precious metals, negotiable securities, time sensitive materials processed films exceeding \$500.00 or whichever is less, watches and parts thereof, and such articles mentioned and provided herewith, MIGHTY TRUCKING & SERVICES, INC. shall not be liable for any loss, damage, delay, liabilities or penalties resulting from the transportation of any of the foregoing articles. However described or misdescribed in the air//truck bill, no employee or agent of MIGHTY TRUCKING & SERVICES, INC. has any authority to accept for transportation of such articles or to waive the limitations herein contained.

(INITIAL: _____)



7. MIGHTY TRUCKING & SERVICES, INC. liability in the absence of authorized and approved by MIGHTY TRUCKING & SERVICES, INC. of a higher declared value for carriage or transportation is limited to \$0.50 per pound per piece, but not more than \$50 PER SHIPMENT whichever is higher. Declared higher value authorized and approved for carriage or transportation shall be subject to an excess valuation charge.
8. All claims must be received in writing by MIGHTY TRUCKING & SERVICES, INC. within 10 working days after the shipment was received by the consignee or receiver. No claims will be paid until transportation charges have been paid. Claims may not be deducted from the transportation charges. Legal action to enforced a claim must be brought within 1 year after the claim has been denied by MIGHTY TRUCKING & SERVICES, INC. in whole or in part.
9. If this is an international shipment, liability rules under the Warsaw Convention shall apply and MIGHTY TRUCKING & SERVICES, INC. accepts the bill of lading as a shipper's letter of instruction with authorization to prepare and sign on shipper's behalf an international air waybill. For international shipments, MIGHTY TRUCKING & SERVICES, INC. reserves the option to act as agent of the shipper, instead of as carrier, in this event the direct carrier's tariffs shall apply to this shipment.
10. The shipper, consignee and owner of the goods are jointly and severally liable for the payment of and shall indemnify the carrier against all unpaid transportation charges, advances and disbursement of the carrier, said indemnification to include all collection and legal expenses including attorney fees which carrier may incur during the course of any collection, action carrier may take to enforce collection of the delinquent charges due to carrier.
11. MIGHTY TRUCKING & SERVICES, INC. will not be liable for any loss or for any concealed damages in crates or cartons or any packaging when transporting the merchandise.
12. Rates and charges for the shipment will be based on actual or dimensional weight, whichever is greater.
13. If dimensional weight applies under the tariff, show dimensions in inches on the bill of lading thus:
LENGTH X WIDTH X HEIGHT / 250.
14. MIGHTY TRUCKING & SERVICES, INC. shall have the right to reweigh freight to check for its correct and accuracy of the freight weight.
15. MIGHTY TRUCKING & SERVICES, INC. shall have the right to substitute alternate carriers or other means of transportation. Select the routing or deviate from regular route to expedite transportation.

(INITIAL: _____)



Payment terms:

1. Invoices are due in full within 30 days. Past due invoices, more than thirty (30) days old, will be charged 1.5% service charge fee per month or maximum amount allowable by law. A \$15.00 minimum late charge fee may apply past the 30 days from the due of the invoice.
2. Subject to MIGHTY TRUCKING & SERVICES, INC. discretion, credit qualified customers and may be agreement initially bill an intermediary, the named consignor, or the named consignee in the air waybill or truck bill or bill of lading. All freight charges shall be paid within 30 days on the invoice without offset. Invoices not paid in 30 days shall be subject to interest at 1.5% per month until paid. If collection efforts are required, MIGHTY TRUCKING & SERVICES, INC. to collect any amount due, collection fees at the rate of 25% of \$300, whichever is greater, shall apply.
3. PAYMENT TERMS: DUE IN FULL WITHIN 30 DAYS OF INVOICE DATE.
4. MIGHTY TRUCKING & SERVICES, INC. shall have a lien on all shipments in its possession, whether actual or constructive, tendered to it by the shipper for any and all amounts due by the shipper or customer. This shall be a great lien on all shipments for which charges are due. Enforcement of liens maybe on any commercially reasonable terms.
5. DISPUTES: Disputes must be brought to MIGHTY TRUCKING & SERVICES, INC. within 10 days of receiving the invoice by mail or electronically. It is not an excuse for non-payment. All dispute must be cleared in 15 days.
6. COLLECTION POLICIES:
 - a. At 30 days past due – 1.5% per month service fee will be added to invoice amount.
 - b. At 60 days past due – Suspend service.
 - c. At 90 Days past due – Sent to collection and reported to all Credit Reporting Bureaus including Dunn and Bradstreet, and other credit score reporting agencies.

Thank you for your support and trust of service in handling your freight. Our strength is your advantage.
MIGHTY TRUCKING & SERVICES, INC.

Company Name: _____

Signature/Title: _____ / _____

Print Name: _____

Date: _____



Mighty Trucking & Services, Inc.

5353 W Imperial Hwy, Suite 506, Los Angeles, CA 90045

Tel# 310 665 2910

CREDIT APPLICATION

BUSINESS CONTACT INFORMATION			
Title		Date business commenced	Federal Tax ID No.
Company name		<input type="checkbox"/> Sole proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other	
Phone Fax			
E-mail			
Company address City, State ZIP Code			

BUSINESS AND CREDIT INFORMATION			
Billing Name Address City, State ZIP Code		Bank name: Address City, State ZIP Code	
Accounts Payable:		Bank Contact Officer:	
How long at current address?		Phone	
Phone		Account number	
Fax		Type of account	<input type="checkbox"/> Savings <input type="checkbox"/> Checking <input type="checkbox"/> Other
E-mail			

BUSINESS/TRADE REFERENCES			
Company name		Phone	
Address		Fax	
City, State ZIP Code		E-mail	
Type of account		Other	
Company name		Phone	
Address		Fax	
City, State ZIP Code		E-mail	
Type of account		Other	
Company name		Phone	
Address		Fax	
City, State ZIP Code		E-mail	
Type of account	<input type="checkbox"/> Savings <input type="checkbox"/> Checking <input type="checkbox"/> Other	Other	

AGREEMENT

1. All accounts are COD until credit application has been completed, reviewed and approved. If any indebtedness incurred pursuant to this request for credit is not paid in full when due, the undersigned agrees to pay all cost of collection, including a reasonable attorneys' fees. Any balance unpaid shall bear interest at 1.5%per month or the maximum rate permitted by applicable law, until paid in full.
2. Claims arising from invoices must be made within seven working days.
3. By submitting this application, you authorize Mighty Trucking & Services, Inc. to make inquiries into the banking and business/trade references that you have supplied.

SIGNATURES			
Signature		Signature	
Name and Title		Name and Title	
Date		Date	