

# A & S Transportation USA LLC

P.O. Box 1819

Tavernier, FL 33070

Website: [www.astransportation.com](http://www.astransportation.com)

Email: [contactus@astransportation.com](mailto:contactus@astransportation.com)

Phone: 561-364-8868 Fax: 561-253-7887

Tax ID # 20-3171638

Terms: Net 15 Days

## Customer Profile

Company Name \_\_\_\_\_  
(full legal name) (website)

Corporation [ ] Partnership [ ] Sole Proprietorship [ ] LLC [ ] State \_\_\_\_\_ Tax ID# \_\_\_\_\_

DBA's \_\_\_\_\_ Parent Company \_\_\_\_\_  
Has the company or any controlling stockholder or partner filed bankruptcy \_\_\_\_\_

If yes: \_\_\_\_\_  
(under what name) (court location) (filing date)

### Request Method of Payment

In Advance: Certified Funds [ ] Credit Card [ ]

Open Account Invoice: Company Check [ ] Credit card [ ]

Dun & Bradstreet DUNS# \_\_\_\_\_ D & B Paydex Rating \_\_\_\_\_ as of date \_\_\_\_\_

Bill To Address \_\_\_\_\_  
\_\_\_\_\_  
(city) (state) (zip)

Billing Requirements \_\_\_\_\_

\_\_\_\_\_  
(Management, Officer or Owner Name) (title) (phone) (email address)

\_\_\_\_\_  
(Accounts Payable Contact) (title) (phone) (fax) (email address)

Bank Information: \_\_\_\_\_  
(Bank name and Location) (Account #)

Bank Contact \_\_\_\_\_ Phone \_\_\_\_\_

The undersigned certifies that they are authorized to bind the company and that all information provided is true and accurate. A & S Transportation is hereby authorized to investigate any references, statements or other data pertaining to credit or other financial liability. No commitment for the extension of credit should be assumed or implied by the completion and submittal of this profile. Signature below acknowledges receipt and acceptance of the A & S Transportation Terms & Conditions which are attached to this customer profile and on A & S Transportation's website at [www.astransportation.com](http://www.astransportation.com).

\_\_\_\_\_  
(Date) (Signature) (Printed Name) (Title)

\_\_\_\_\_  
(Phone) (Address) (City) (State) (Zip)

**Retain a copy for your records and use the A & S Transportation details listed above for your vendor setup information.**

**Thank you for choosing A & S Transportation L.L.C.**

A & S Transportation L.L.C. Internal.

Set by: \_\_\_\_\_ Date: \_\_\_\_\_ Acct# \_\_\_\_\_ ANN VOL EST: \_\_\_\_\_

Total Credit Limit: \_\_\_\_\_ Special Requirements: \_\_\_\_\_

A & S Transportation L.L.C.  
Credit Terms and Conditions for North American Services

1. Non-negotiable Document:  
Tendering the shipment described herein for carriage shipper agrees to these conditions of contract, which no agent or employee of the parties may alter, and that this waybill is non-negotiable and has been prepared by him or on his behalf by the carrier.
2. Carrier Tariffs Govern:  
It is mutually agreed that the shipment described herein, accepted on the date hereof in apparent good order (except as noted) for carriage as specified herein subject to governing tariffs in effect as of the date hereof, said tariffs are available for inspection by the parties hereto and hereby incorporated into and made part of this contract.
3. Liability Limits:  
Are 50 cents per pound with a minimum of \$50.00, for lost and/or weight of damaged portion of shipment, whichever is greater, unless a higher value is declared herein, applicable charges paid thereon. However, certain commodities may be deemed to have a lesser value, in which case that value as stated in governing tariffs will apply. In the event of a claim carrier shall be liable for physical loss and/or damage only.
4. C.O.D. Shipments:  
The amount of the shippers C.O.D. to be collected from the consignee must be entered on the A&S Transportation house waybill by the shipper, with the shippers or his agents' signature on the waybill. The full amount of the shippers C.O.D. is payable only by certified or money order made payable to the shipper unless the shipper has authorized A & S Transportation to collect the consignees check payable to the shipper. If the shipper has written such authorization, A&S Transportation's reasonability is then limited to the exercising care and diligence for forwarding the check to the shipper. Any charges for transportation or C.O.D. collection, or any other A & S Transportation services associated with C.O.D. shipment will be collected from the consignee and shall be made by certified check or money order payable to A & S Transportation and be separate from the check of the C.O.D. amount. All shipments bearing a COD amount for the shipper will be assessed the applicable insurance rate for carriage. COD shipment refuse or unclaimed by the consignee will be held at A & S Transportation's destination and shipper will be notified. If the disposition has not been received by A&S Transportation with 90 (ninety) days of shipper notification by A&S Transportation, the shipment may be disposed of with the proceeds of sale being applied to transportation charges and excess amounts being refunded to the shipper. Any amounts unsettled after receipt by A&S Transportation for the proceeds of sale will be the responsibility of the shipper.
5. Applicable Routing:  
Carriers routing applies unless shipper inserts specific routing.
6. Delivery:  
Delivery will be made by the delivering carriers to the consignee at a point where delivery service is available at applicable tariff charges unless instructions to deliver at city terminal or airport terminal are specified by shipper under special instructions.
7. Use Of Other Carrier:  
The shipment may be derived to motor or other carrier as per tariff rule unless shipper gives other instructions hereon.

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8. Shipper Responsibility:  
The shipper is responsibility for preparing, marketing, packaging, and labeling his shipment so as to insure safe transportation with ordinary care and handling. Carrier acceptance of the shipment shall be prima facie evidence of shipper's compliance of this paragraph.
9. Inspection of Shipments:  
All shipments are subject to inspection by the carrier, but the carrier shall not be obligated to perform such inspections.
10. Exclusions:  
The carrier should not be liable for loss, damage, delay or other results caused by
- A. Acts of God, perils of the air, public enemies, public authorities acting with actual or parent authority in the premises, authority of law, quarantine, riots, strikes, civil commotions, or hazards or danger incident to a state of war or undeclared war.
  - B. That act of defaults of the shipper or consignee
  - C. The nature of the shipment or any defect, characteristic or inherent vice thereof.
  - D. Violation by the shipper or consignee of any of the rules contained in applicable tariffs, including, but not confined to, improper or insufficient packaging, securing, marking, or addressing, and failure to observe any of the rules to shipment not acceptable for transportation or shipments acceptable only under certain conditions;  
or
  - E. Compliance with delivery instructions from the shipper or consignee or non compliance with special instructions from the shipper or consignee not authorized by applicable tariffs.
11. Consequential and Special Damages:  
The carrier should not be liable for any consequential or special damages, to include but limited to loss of income and/or profit, where or not the carrier had knowledge that such damages might be incurred.
12. Claims, Time Limits and Procedures:
- A. All claims for over charges must be made in writing to the home office of A & S Transportation at 9770 South Military Trail, Suite B7, Boynton Beach, Florida 33436 within a period of ninety (90) days after the date of acceptance of the shipment by A & S Transportation
  - B. Damage and or lost discovered by the consignee after delivery and after a clear receipt has be giving to the carrier must be reported to the home office of 9770 South Military Trail, Suite B7, Boynton Beach, Florida 33436 or via fax to (561) 734-1711 within 3 (three) days after delivery of the shipment with privilege to the carrier to make it inspection of the shipment.
  - C. Except as provided in paragraph 10(B) above, receipt by the consignee of the shipment without written notifications of damage on the delivery receipt shall prima facie evidence that the shipment has been delivery in good condition.

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- D. While awaiting inspection by carrier, the consignee must hold the shipping container and it's contains in the same condition they were in when damage was discovered.
- E. No claim will be entrained until all transportation charges have been paid. Claims may not be deducted from transportation charges or accessorial charges due to A & S Transportation.
- F. Carrier shall not be liable in any action brought to enforce a claim unless all claims procedures have been complied with and the action is brought within 1 (one) year after the date that carrier disallowed all or part of the claim.
- G. Claims for loss or damages noted must be submitted in writing within thirty (30) days of receipt of goods to 9770 South Military Trail, Suite B7, Boynton Beach, Florida 33436.
- H. Claims for non delivery must be submitted in writing within thirty (30) days of excepted delivery date to 9770 South Military Trail, Suite B7, Boynton Beach, Florida 33436.
- I. Payment of claim shall be subject to proof of actual damages suffered.
- J. Customer packed shipments will waive any claim for damage or breakage of content caused by improper packing. Determination of improper packing shall be made by the carrier, whose decision will be final.

13. Indemnity:

The shipper and consignee shall be liable, jointly and severally, to pay or indemnified the carriers for all claims, fines, penalties, damages, costs, or other summons which may be incurred, suffered or disbursed by a carrier by reason of any of the rules contained in applicable tariffs or any other default of the shippers or such other parties with respect t to a shipment. Failure to make payment of freight charges for service performed within thirty (30) calendar days of presentation of the freight bill for any reason including insolvency or bankruptcy may result in forfeiture of all discounts, allowances, incentives or any other reductions to which the debtor may otherwise be entitled.

14. All Parties:

Shipper, consignee, or third party billed-to-party are equally responsible for the full payment in the event the designated payer fails to pay the bill. All charges are payable to A & S Transportation, Boynton Beach, Florida in US (\$) currency. In the event of default suit for collection may be brought at the home office of A & S Transportation. In the event of any suits arising under this contract, the prevailing party will be entitled, in addition to the other remedies, reasonable attorney's and costs. Net fifteen (15) days – payments not received within thirty 30 days of invoice date will be assessed a late charge of 2% per month of the invoice amount.

15. General Lien:

A & S Transportation shall have a general lien on any and all property of the shipper, consignee, or bill to party, in it's possession, custody, or control, or en route, for all claims for charges, expenses, or advances incurred by A & S Transportation in connection with any shipments of the shipper, consignees or bill to party and if such claim remains unsatisfied for thirty (30) days after demand for its payment is made, A & S Transportation may sell upon ten (10) days written notice, register mail (R.R.R.),to the customer, the goods, wears, and or merchandise, or so much thereof as may be necessary to satisfy such lien.

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