



SPACE
LOGISTICS

La mejor opción para sus embarques Estados Unidos, México y Canadá



TRANSPORTATION SERVICE AGREEMENT

Motor Carrier acknowledges that this Transportation Service Agreement applies to all transportation services provided by Motor Carrier on behalf of SPACE Logistics and its customers. The provisions of this Transportation Service Agreement are subject to and governed by SPACE Logistics' Standard Terms and Conditions ("STC"), which is expressly incorporated herein by reference, a copy of which is available upon request and may be viewed at SPACE Logistics' website – <http://www.spacelogistics.net/html/vendors.html>

1. Motor Carrier agrees to submit a written Rate Quote to SPACE Logistics setting forth the applicable rates and charges for each shipment tendered to Motor Carrier, prior to picking up any shipment on behalf of SPACE Logistics. SPACE Logistics shall confirm and authorize each Rate Quote with a Letter of Instruction. Motor Carrier is prohibited from adding an accessorial charge or surcharge to its invoice that was not identified in the original Rate Quote, unless the Motor Carrier notifies SPACE Logistics of such additional charge prior to delivery and such additional charge is authorized in writing by SPACE Logistics.
2. SPACE Logistics agrees to pay the rates and charges established by the Rate Quote and Letter of Instruction as full and complete compensation for the services to be provided hereunder.
3. Motor Carrier has the obligation to set up an appointment with the consignee prior to delivery.
4. The Rate Quote issued by Motor Carrier for each shipment shall identify the class of the products and weight of the shipment. SPACE Logistics' Letter of Instruction shall confirm and authorize the classification and weight of shipment stated in the Motor Carrier's Rate Quote. In the event Motor Carrier subsequently determines the classification of the products or weight of the shipment appearing on the Rate Quote are incorrect, Motor Carrier shall either return the shipment or request written authorization for a new Rate Quote prior to moving the shipment. Motor Carrier agrees that it is may not make adjustments to Rate Quotes, unless it receives written authorization to do so from SPACE Logistics.
5. Before extending a credit line to SPACE Logistics, payment will be issued by check or wire transfer (depending on type of agreement) no later than 48 hours after receipt of Bill of Lading signed clear and free by the receiver (fax to 800-621-0353), provided, however, that regular check disbursements are performed Wednesdays every two weeks.
6. SPACE Logistics will provide Credit Information, Bill of Lading and Letter of Instructions with rate confirmation, containing all available load information. If any of these documents do not contain full instructions you must notify immediately SPACE Logistics at 800-559-2923 ext. 84.
7. Please note that the address of pick up is not our warehouse. We subcontract the warehousing and forwarding services in Laredo, TX. Therefore, any problems, delays or unexpected situations experienced during the load or with the warehouse personnel should be reported immediately to 800-559-2923 ext. 84. Also, Motor Carrier agrees that it will not engage in any type of business or agreement with the warehouse of any kind, unless authorized by SPACE Logistics.
8. Motor Carrier shall immediately notify SPACE Logistics of any visible or apparent signs of damage to the merchandise being loaded, or if the merchandise is packaged or loaded improperly such that the shipment could become damaged in transit. In the event Motor Carrier fails to so notify SPACE Logistics, Motor Carrier will be prohibited from challenging or disputing the condition of the merchandise, the packaging of the merchandise, or the loading of the shipment.
9. Motor Carrier shall not transload shipments, which are tendered to Motor Carrier as a full truck load (FTL), from the original trailer, in which the FTL shipment was loaded, to any other trailer, whether owned or operated by Motor Carrier or another carrier or forwarder utilized by or under subcontract with Motor Carrier, unless such transloading is authorized or directed, in writing, by SPACE Logistics.
10. Motor Carrier must verify that the cartons, pallets or pieces loaded match with those stated in the BOL, as once it signs received it is the Motor Carrier's responsibility that the same number of pieces arrive to destination.
11. Motor Carrier agrees that it shall have no lien for the retention of freight to secure payment of freight charges. Subject to the provisions of Item 300-5 of the STC, for each violation of this provision Motor Carrier shall be liable for, and SPACE Logistics may recover, the sum of \$500 per day in liquidated damages for each day that a lien is imposed, as well as other damages and remedies as may be available to SPACE Logistics.
12. In the transportation of all goods hereunder, Motor Carrier assumes the liability of a common carrier for full actual loss, subject to the provisions of 49 U.S.C. Section 14706, ("Carmack Amendment") and 49 CFR Part 370 (claim regulations), such liability to exist from the time of the receipt of any of said goods by Motor Carrier until proper delivery has been made.
13. Motor Carrier shall have and maintain in full force and effect, Public Liability, Property Damage, Cargo, and Workers' Compensation Insurance with reliable insurance companies acceptable to SPACE Logistics, and in the following minimum amounts, which amounts may be modified by SPACE Logistics subsequently upon thirty days' written notice: \$1,000,000/3,000,000 Bodily Injury; \$500,000 Property Damage; \$250,000 Cargo per shipment, and Workers' Compensation which complies with applicable state requirements.

www.spacelogistics.net

Space Logistics
Spivery Dr.

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Toll free in U.S.A
800-559-2923 Ext. 115
Fax: 800-621-0353
sales@spacelogistics.net

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ventassc@spacelogistics.net





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- 14. Motor Carrier agrees that it shall not directly or indirectly solicit traffic (i.e., "back-solicit") from any shipper, consignee or customer of SPACE Logistics, and shall be liable to SPACE Logistics for a breach of this provision, subject to the rights and remedies of Item 300-6 of the STC.
- 15. Prior to providing transportation services on behalf of SPACE Logistics under this Agreement, and upon reasonable request of SPACE Logistics thereafter, Motor Carrier must fax a copy of the following documents to 800-621-0353:
 - MC Authority
 - Taxpayer ID Number and Certification
 - Certificate of Cargo Liability Insurance
 - Transportation Service Agreement Signed

**** Please return this Agreement signed of approval along with your information pocket ****

Motor Carrier: _____

By: _____
[signature]

Name: _____
[print name]

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Forma TKI06

* NOTE: Some provisions in this Transportation Service Agreement are abridged versions of selected items from SPACE Logistics' Standard Terms and Conditions. All shipments tendered hereunder are subject to the full text of the provisions in the unabridged Standard Terms and Conditions, which is available on SPACE Logistics' website – www.spacelogistics.net. To the extent there is a conflict between this Transportation Service Agreement and the Standard Terms and Conditions, the provisions of the Standard Terms and Conditions shall control.

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