



FREIGHT COWBOY, LLC TERMS AND CONDITIONS

Freight Cowboy, LLC is a licensed freight transportation broker by the Federal Motor Carrier Safety Administration (FMCSA), under docket MC-130000, and is referred to as **BROKER**. The Customer, Shipper and/or Consignee are collectively referred to as **CUSTOMER**.

A **CUSTOMER**, who elects to use **BROKER'S** website or services to arrange freight shipments will be subject to the terms and conditions below:

BROKER is not a motor carrier or an agent of a motor carrier. **BROKER'S** Rules Tariff 100, and succeeding issues thereof, will apply to all shipments, unless otherwise agreed to in writing, prior to the shipment.

1. All **CUSTOMERS** must submit an application to participate in **BROKER'S** services, which is subject to a credit approval by **BROKER**. **CUSTOMER** agrees to provide the correct shipment characteristics, including commodity description, weight, pieces, density dimensions, etc. If the shipment characteristics are incorrect, the prices quoted are subject to revision.
2. **CUSTOMER** agrees that **BROKER** is not the insurer of the goods and the **BROKER** is not responsible for Loss or Damage claims. All claims for Loss or Damage should be filed with the motor carrier that signed the bill of lading. **BROKER** will assist **CUSTOMER** in filing claim with the motor carrier, if requested to by the **CUSTOMER**.
3. **CUSTOMER** agrees to make payment in U.S. dollars within 15 days from the date of the freight bill. Any payment that is received after the due date or agreed upon terms is subject to 3.5% per month finance charge on the outstanding balance, until all charges are paid. If **BROKER** is forced to utilize an outside source to collect overdue or unpaid charges, **BROKER** shall have the right to: revoke all applicable discounts and allowances, and collect the gross charges for services plus any delinquency fees; and, recover all reasonable costs arising out of the use of a collections agency, including but not limited to all attorney's fees and costs and , if **BROKER** institutes legal action in a court of competent jurisdiction or demands arbitration to recover any overdue or unpaid charges, **BROKER** shall be entitled to recover all attorney's fees and costs arising out of the initiation of legal action or arbitration.
4. **BROKER** makes no warranties, expressed or implied, with regard to the delivery of cargo and cannot guarantee delivery by a specific time or date.
5. Accessorial Services are services that are requested by the **CUSTOMER** that are in addition to the line-haul or quoted charges. **CUSTOMER** agrees to pay for all Accessorial Services based on the terms and conditions of **BROKER'S** Rules Tariff, unless otherwise agreed to in writing, by both parties. If **CUSTOMER** requests Accessorial Services that are not included in the **BROKER'S** tariff or specifically waived in said tariff, **CUSTOMER** agrees to pay charges as provided in the motor carrier's applicable Rules Tariff.
6. **CUSTOMER AND BROKER** agree that in the event of a dispute, claim or litigation relating to the TERMS AND CONDITIONS, such dispute, claim or litigation will be filed in District Court in Harris County, TX, and shall be subject to Texas law.



Freight Cowboy

Rules Tariff 100

Truck Ordered Not Used (TONU):	\$175.00 per occurrence
Detention w/ Power:	2 hours free at either the shipper or consignee, \$60.00 per Hour thereafter (\$15.00 per 15 minute increment)
Tarp Fee:	\$75.00
Dunnage:	\$100.00 per load
Layover:	\$250.00 per 24 hour period
Stop Off:	\$100.00 for any stops other than the original shipper or the final destination
Reconsignment:	\$100.00 flat fee, plus any additional mileage at the original mileage rate
Additional Accessorial Fees:	If CUSTOMER requests Accessorial Services that are not included in the BROKER'S tariff or specifically waived in said tariff, CUSTOMER agrees to pay charges as provided in the motor carrier's applicable Rules Tariff or as or as agreed to, in writing, by both parties.