

**DENVER INTERMODAL EXPRESS
STANDARD TERMS AND CONDITIONS**

- 1 The customer hereby acknowledges and agrees that all invoices for services rendered are due and payable within thirty (30) days of the date on the invoice unless specifically agreed by Denver Intermodal Express in writing.
Interest will be charged on all overdue accounts at monthly rate of 1 1/2%.
- 2 The customer hereby acknowledges and agrees that Denver Intermodal Express' tariff, relative to rates and general rules, will govern all shipments tendered by the customer unless agreed to in writing.
No verbal agreements will supercede the conditions contained therein.
- 3 The customer hereby acknowledges and agrees that Denver Intermodal Express maintains the right to contact and demand payment for freight charges from the beneficial owner of the goods as appropriate in the event the customer defaults on payment of valid freight or accessorial charges.
- 4 The customer hereby acknowledges and agrees that under no circumstances will deductions and or chargebacks be deducted from Denver Intermodal Express' invoices unless specifically authorized to do so, in writing, by an officer or department manager of Denver Intermodal Express.
- 5 The customer hereby acknowledges and agrees, that in the event of any action or proceedings being brought for the recovery of amounts due, they will pay all costs of collection including, but not limited to, attorney's fees, collection agent's fees, court costs and interest if applicable.
- 6 It is the responsibility of the customer or notify party to advise Denver Intermodal Express when a trailer or container is available for pick-up at the rail facilities and confirm receipt of this information.
- 7 The customer is responsible for coordination with shipper or consignee to insure equipment is released in a timely manner.
Any equipment detention charges are the responsibility of the customer.
- 8 The customer must notify Denver Intermodal Express by 01:00 PM (Mountain Time), to insure equipment is picked up that business day.
The customer will be responsible for any extra charges created by late notifications or releases.
- 9 The customer and the Shipper/Consignee shall indemnify and save harmless Denver Intermodal Express from all expenses, loss and liabilities, including theft and recovery expenses, storage and/or detention charges arising directly or indirectly out of the condition, use or custody of a trailer/container from any cause whatsoever, during the time that it is in Shipper/Consignee possession.
- 10 All loads are shipper load and count.
Denver Intermodal Express will accept custody of sealed loads only.
Denver Intermodal Express is not responsible for damages resulting from cargo/load shifts while in the care and custody of others.
- 11 Denver Intermodal Express will not accept responsibility for weather related cargo damage.
This includes damage caused by freezing or heat.

Print

Title

Signature

Date

Company

Address