

MB Tranzport LLC's
TERMS AND CONDITIONS

These Terms and Conditions constitute a legally binding agreement between MB Tranzport LLC (hereinafter “Company”) and the Customer, effective as of the date that the Company first dispatch services and/or provides any services to the Customer, and as amended from time to time in the Company’s discretion, in whole or part, on behalf of the Customer and/or anyone you represent (hereafter collectively “you” or “your”), unless otherwise agreed to.

You should read what follows with care to assure your understanding of these Terms and Conditions. Modifications, alterations or updates to these Terms and Conditions may be made at any time by the owner / manager of the Company. If you choose to use the services of the Company, you must occasionally review these Terms and Conditions to see if they have been changed.

You will be considered to have accepted any changes if you continue to do business with the Company.

- **Local Freight Transports (On paved roads ONLY**;** From Port to Port **and** within 30 minutes of the Metropolitan Las Vegas, NV area):
\$350+;
- **Vehicles, UTVs, Golf Carts, and Similar Equipment:** All vehicles, UTVs, golf carts, and similar equipment are priced and billed on a per-unit basis. Unless otherwise stated in writing, any quoted total is based on the number of individual units being transported, and each unit is subject to its own transportation charge regardless of any combined or bundled pricing provided;
- **Oversized load(s):** Depends on a multitude of factors. Specific details are required to submit a tentative quote;

- **General Freight Transports** (**On paved roads ONLY****; Within 5 hours of Las Vegas): \$1500+;
- **Containers** (**On paved roads ONLY****; empty, delivered within 5 hours of pick up location): 20ft - \$1250+, 40ft - \$1800+;
- **Hourly Rate**: Starts at \$150 per hour (3 hour minimum, negotiable);
- **After Hours / Weekend Charge**: \$250+ per truck, in addition to negotiated rate / hourly rate, *infra* (Anything before 6:00am or after 4:30pm and/or on the weekend);
- **TONU (TRUCK ORDERED NOT USED) / DRF (Dry Run Fee)**: \$250+ (NEGOTIABLE);
- **Detention Rate**: \$150 per hour after 30 minutes (NEGOTIABLE);
- **Late Invoice Payment Fees**: Unless otherwise agreed upon (or waived), late fees WILL BE invoiced and applied as follows:
 - a) initial late fee of \$50 AFTER the due date, and
 - b) 0.3% of the total DAILY balance thereafter;
- **Tarp Fee**: \$175 (Negotiable);
- **Layover Fees**: \$250+;
- **Deadhead Miles**: Deadhead miles *may* be charged if commodities are picked up over 30 miles outside of the Las Vegas, NV Metropolitan area.

- IMPORTANT MESSAGE -

Quotes are based on many factors (e.g., dimensions, weight, total time, etc.). So, PLEASE know your commodity.

****NOTE****

If transporting ANY commodity requires travelling off paved roads or driving through inclement weather - e.g., snow, ice, mountains, rocky roads, etc. - the price WILL more than likely change, or reflect as such.

Any and all "Accessorial Charges" not listed herein may be applied to any shipment. Proper Notice will be given via text, email, etc.

ANY AND ALL MISREPRESENTATIONS OF THE COMMODITY, OR FAILURE TO DISCLOSE, AND/OR CHANGES MADE BY THE CUSTOMER AFTER THE ORIGINAL QUOTE / ESTIMATE MAY SUBJECT THE CUSTOMER TO A RATE INCREASE. THIS ALSO APPLIES TO THE DELIVERY CIRCUMSTANCES WITH RESPECT TO FAILING TO ADVISE THE COMPANY OF PERTINENT DETAILS.

QUOTES / ESTIMATES ARE GOOD FOR 72 HOURS (unless otherwise provided).

We highly recommend re-quote prior to shipping.

Negotiated Contracts are valid until 11:59pm on December 31st day of every year, unless re-negotiated, absolved, voided or breached before the aforementioned date.

DEFINITIONS OF TYPES OF LOADS WE TRANSPORT

- FTL (Full Truckload) - shipments that will utilize all or most of any of our trailers via length or legal payload.
- HOTSHOT - shipments that are rush and/or dedicated transport jobs.

NOTE: IF your shipment is HIGH-RISK, FTL or HOTSHOT is the ONLY option.

- LTL (Less than Truckload) - shipments that are PARTIAL LOADS, which means you only pay for the space agreed upon. LTL SHIPMENTS NORMALLY MAKE multiple stops before your product reaches its destination, WHICH MAY RESULT IN ADDED TRANSPORT TIME.
- Oversized - loads that are wider than 102" (the width of most flatbed trailers) or too tall to clear the shortest bridge in the area in which the commodity is loaded and/or delivered.
- Tiny Homes (both legal width and oversized), Boats, Trailers, Generators, etc.

There are NO PRECISE DELIVERY DATES ON LTL SHIPMENTS.
IF A DATE IS NEEDED, THEN IT WILL BE TREATED AS A FTL / HOTSHOT shipment, which *will* result in a rate increase.

Rates differ depending on many factors.

1. MB Tranzport LLC is Insured, registered and licensed with the US Department of Transportation (FMCSA), MC 1178326; USDOT 3384571; SCAC: MQQJ

NOTE: Agents of / Sub-haulers for MB Tranzport LLC **ARE NOT** employees of ANY shipper, broker, carrier, etc., existing or prospective.

2. MB Tranzport LLC will pick up, secure and deliver your freight and/or vehicle (hereinafter "Commodity" or "Commodities") if LEGAL and SAFE, Some commodities can be made legal and safe.

3. A mutually agreed upon place to load / unload may be necessary because of narrow streets, wires, trees, terrain and possible area / road restrictions and/or conditions.

4. MB Tranzport LLC will provide customers with an "estimated" pick up and delivery date. Usual pick up occurs the same day, or between 1 and 5 days (does not include Sundays or holidays, unless otherwise agreed upon).

5. There are no *absolute guarantees* on actual pick up or delivery times (unless otherwise agreed upon) as delays could happen prior to, and/or during transport due to road conditions, weather, mechanical problems, etc.

6. Vehicles, Machinery, UTVs, Golf Carts, and Other Equipment ("Commodity"):

- a. **Operable Commodities:** Any commodity represented as operable must be capable of starting under its own power and safely moving forward and backward, steering, and braking for at least 10 feet.
- b. **Inoperable Commodities:** Any commodity represented as inoperable must be positioned in a location that provides safe and reasonable access for loading by MB Tranzport LLC. The customer is responsible for ensuring the commodity can be winched onto the trailer or loaded by other necessary means, including arranging and paying for any required tow truck or third-party loading assistance unless otherwise agreed in writing.
- c. **Preparation for Transport:** The customer or the customer's authorized representative is responsible for preparing the commodity for transport prior to pickup. All personal belongings must be removed, and any loose, fragile, or detachable components—including but not limited to spoilers, trim pieces, accessories, or aftermarket parts—must be secured or removed before loading.

- d. **Exterior Attachments:** All non-permanent exterior-mounted items must be removed prior to shipment. MB Tranzport LLC is not responsible for loss of or damage to removable accessories or attachments left on the commodity.
- e. **Fuel Level:** Unless otherwise agreed in writing, commodities should be tendered with no more than one-half (1/2) tank of fuel, with one-quarter (1/4) tank preferred.
- f. **Mechanical Condition:** Unless disclosed and accepted in advance, the commodity must be in safe operating condition for loading and unloading. The customer is responsible for accurately disclosing any mechanical defects or operational limitations before transport.
- g. **Responsibility for Detached Parts:** The customer assumes full responsibility for any component, part, or accessory that becomes detached from the commodity during transport. This includes any resulting loss, property damage, personal injury, cleanup costs, or claims arising from such detachment.
- h. **Authorization to Transport:** By tendering the commodity for shipment, the customer authorizes MB Tranzport LLC to load, operate as reasonably necessary for transport, and transport the commodity between the designated pickup and delivery locations identified on the applicable shipping order, bill of lading, or other transportation documents.

7. MB Tranzport LLC is not liable for the condition of the commodity at pick up from the designated location (Shipper, Manufacturer, etc). *In particular*, it is the customer's responsibility to ask for detailed condition report(s) and having pictures of commodity prior to pick up. Commodities purchased sight unseen by the end-user may arrive differently than expected.

8. If the commodity is going to be delayed for pick up, is inoperable, or is over-sized the customer needs to inquire about additional charges and/or communicate such matters to an agent / subcontractor for MB Tranzport LLC as soon as the customer discovers the aforementioned.

9. The customer understands that a thorough inspection of the commodity will be commenced by the transporter both before loading the commodity, and at delivery. Pictures will be taken of any and all existing damage to a commodity will be documented. The shipper will be notified and will be expected to sign off via signature and/or text acknowledging the current state of the commodity at pickup. Once the inspection is completed at the pick up location and the carrier leaves delivery location, MB Tranzport LLC will not be held liable for any damage(s).

10. Carrier's cargo damage claims are covered by a maximum of \$250,000. *If necessary*, all claims must be reported immediately to an agent for MB Tranzport LLC. **MB Tranzport LLC RESERVES THE RIGHT TO MITIGATE ALL POTENTIAL CLAIMS (INCLUDING PAYING OUT-OF-POCKET) BEFORE SUBMITTING THEM TO THE INSURANCE COMPANY.** *If mitigation is not possible*, MB Tranzport LLC will share the Carrier's insurance policy details upon request. Customer agrees that any agent of MB Tranzport LLC is not personally liable for any damage claims to Customer's commodity, and that his/her sole remedy is against MB Tranzport LLC. **ANY AND ALL repairs, replacement(s), etc., are subject to all relevant Laws for the State of Nevada. Fraudulent claims WILL be reported to the proper authorities.**

11. MB Tranzport LLC is not responsible for ANY storage fees, or pickup/delivery facility storage fees (unless otherwise agreed upon). The customer agrees to pay all storage fees prior to pick up of the commodity. Should a customer be unable to accept delivery for any reason, the commodity may be placed in storage, or charged for storage accordingly. Any and all storage and re-delivery charges will be the responsibility of the Customer AND billed accordingly.

12. Customer warrants that he/she will pay the agreed upon transportation price or deposit due to MB Tranzport LLC for delivery / scheduling of commodity, and will not seek to charge back a credit card or stop a check in an attempt to offset any dispute for damage claims and/or delays, etc. **IF A CREDIT / DEBIT CARD IS USED AS A FORM OF PAYMENT A 3.75% USAGE FEE MAY / WILL BE CHARGED IN ADDITION TO ANY AND ALL CHARGES.** FRAUDULENT CHARGEBACKS OF ANY KIND WILL BE REFERRED TO THE PROPER AUTHORITIES FOR PROSECUTION. **Failure to pay ENTIRE invoices timely MAY result in late fees.**

13. Refunds (even if a customer prepaid for their commodity to be transported) may be processed within 3 business days of request to cancel your shipment minus any TONU (Truck Ordered Not Used) / DRF (Dry Run Fee(s)). In the event a deposit WAS NOT issued a TONU / DRF may be invoiced.

14. Deposit Refunds will not be granted if one of our trucks has already been dispatched to, loaded and/or picked up your commodity and is in route to the shippers and/or brokers

requested destination. This is considered a TONU / DRF. TONU / DRF invoices may be invoiced to ANY and ALL network carriers, shippers and/or brokers.

15. We encourage ALL parties / prospective parties to carefully review these Terms and Conditions, and to ask questions (preferably via text or email) before accepting any quotes / estimates. We will be happy to answer any questions to make you feel comfortable with choosing MB Tranzport LLC to transport your commodity.

16. Failure to address these Terms and Conditions after receipt of the same via text, email and/or link by any actual or prospective customer establishes that said parties understands and accepts the Terms and Conditions provided herein.

MB Tranzport LLC reserves the Right to decline any order for shipment for ANY REASON.

Until next time, I'm just "Keepin' it Between the Mustard and Mayonnaise."



Thank you for your business -

Demetreous A. Brown, Owner
MB Tranzport LLC
"You Call, We Go!!!"

(833) 311-1121

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