



Wanship Enterprises, LLC Service Agreement

This Service Agreement ("Agreement") is entered into between Wanship Enterprises LLC (Carrier) and _____ ("Customer") effective as of Date _____.

1. Service Provision

1.1 Wanship Enterprises shall make every reasonable effort to meet appointment times and requested delivery dates for shipments handled under this Agreement. However, it is acknowledged that unforeseen circumstances such as traffic, weather, unloading delays, or equipment breakdowns may occasionally impact the ability to adhere to agreed-upon schedules.

1.2 Wanship Enterprises, LLC, specializes in Less-Than-Truckload (LTL) and full-truckload shipments, where service guarantees are not feasible due to factors beyond our control. As a result, we are not liable for any delays or related fines or fees incurred by the consignee.

1.3 Any fees or charges incurred at the time of delivery, including but not limited to detention fees or driver load/unload charges, will be itemized on the corresponding freight invoice. The customer is responsible for these charges.

1.4 All invoices are payable within 15 days from the invoice date ("Net 15"). Payments must be made in full by the due date. If payment is not received within this period, a late fee and finance charges may be applied, and future transactions may be subject to revised terms. Customers in arrears 45 days may be placed on hold and referred to collections. Please ensure timely processing to maintain a smooth business relationship.

2. Detention Charges

2.1 Line haul charges for each shipment include a standard free pickup and/or delivery time. Additional charges may apply if pickup or delivery exceeds the allotted free time, as specified below:

- LTL: 1 hour
- Truckload: 2 hours

2.2 Detention charges apply when delays extend beyond the allotted free time during loading or unloading. These charges are assessed per vehicle in 15-minute increments after the free time has elapsed, with a minimum charge as follows:

Rate: \$20.00 per 15-minute increment

Minimum Charge: \$40.00

3. Unload/Load Fee

3.1 If loading or unloading services are required, Wanship Enterprises will cover the associated costs up front and include reimbursement documentation with the customer invoice.

3.2 Late Fees/Reschedule Fees will be charged back to the customer where appropriate.

4. Trailer Drop Services

4.1 Trailer drop services are available upon request by the Customer (shipper or consignee), subject to the following fees and conditions:

- **Spotting/Drop Fee:** \$125.00
- **Daily Drop Charge (per calendar day after the drop):**



- Refrigerated Trailers: \$175.00 per day
- Dry Trailers: \$75.00 per day

5. Other Accessorial Charges

Lift Gate Service	\$75
Extra Stop	\$100
Storage	\$25 Per pallet per week. Week 1 is billed for days 4-7.
Cross Dock Fee	\$25 Per pallet
TONU	\$250

6. Temperature Management

6.1 Wanship Enterprises will maintain the specified temperature ranges for sensitive shipments as outlined in the original instructions. However, natural temperature fluctuations may occur during transit. Provided that the equipment functions properly, and temperature settings are maintained as directed, Wanship Enterprises is not liable for any resulting product damage.

7. Claims and Liability

7.1 Claims procedures, including limitations on liability and timeframes for filing claims, shall follow the guidelines outlined below:

7.2 Released Value: Due to insurance and liability exposure, the maximum value of product liability to CARRIER shall be limited to one dollar (\$1.00) per pound per shipment or manufacturer's cost, whichever is less.

7.3 Claims Processing: The CARRIER will not accept, and the customer agrees not to file claims for property loss or damage valued at \$100.00 or less. Claims exceeding \$100.00 must be filed within 90 days from the shipment's delivery date and will be processed in accordance with the guidelines outlined in the CARRIER'S Tariff NRRF 300, Section 1, Items 407 and 408.

7.4 Packaging issues: CUSTOMER agrees not to hold CARRIER responsible for product liability due to degradation of the case, carton, or packaging that can occur during refrigerated transportation unless the degradation results in *actual product damage*. CARRIER shall have the opportunity to return all refused products without actual product damage to CUSTOMER to mitigate the potential loss to re-packaging costs only. Damage to the product due to inadequate packaging or stacking is the sole responsibility of the customer

7.5 Product Salvage / Total Loss: Before destruction, donation, or declaration of total loss or resale, the customer agrees to notify the carrier immediately via e-mail and inform the carrier of any potential claim intentions of such product in writing. The customer also agrees to allow the carrier to have the product tested by a third party in pursuit of mitigating damages.

7.6 Code Dates: Due to the liability exposure of such product(s), CARRIER will not be held responsible for products with shelf-life or code dates less than (20) days after the date shipped.



7.7 Claims Deductions: As stated in the National Motor Freight Claims Policy, CUSTOMER agrees not to make any deductions against CARRIER'S freight invoices for freight claims, pallets, or other charges, which CUSTOMER could invoice to CARRIER without prior written consent.

8. Waiver for Ice Cream Shipments

8.1 A waiver for ice cream product shipments must be completed, acknowledging the inherent risks associated with temperature-sensitive goods during LTL shipping. Wanship Enterprises shall not be held liable for temperature-related issues, provided equipment operates within specified parameters.

9. Miscellaneous Provisions

9.1 Any modifications or amendments to this Agreement must be made in writing and agreed upon by both parties.

9.2 The laws of Utah shall govern this Agreement, and any disputes arising hereunder shall be resolved through arbitration in accordance with the rules of the Utah Universal Arbitration Act.

1.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

For: _____
Customer (Company) Name

By: _____
Print Name

Title: _____

Date: _____

WANSHIP ENTERPRISES, LLC

Signed: _____
Authorized Signature

Date: _____

Email: _____

***Please complete and return via email to:**
clintonboarding@wanship.com

Disclaimer: SHIPPER agrees to sign and return the Claims Waiver to CARRIER or submit any requested modifications in writing to CARRIER **within 15 days of receipt.** Non-compliance with the afore-mentioned conditions shall demonstrate to the CARRIER that SHIPPER agrees to the terms stated herein.



WAIVER FOR SHIPMENTS(S) OF ICE CREAM PRODUCT(S)

WANSHIP ENTERPRISES, LLC. (hereafter referred to as "CARRIER"), requires completion of the Waiver before accepting ice cream product(s) for transportation. CUSTOMER is advised that the nature of Less-Than-Truckload (LTL) shipping necessitates frequent opening and closing of trailer doors as multiple deliveries are accomplished. CARRIER will take every reasonable precaution to properly control the temperature of ice cream product(s) shipped on an LTL basis; however, CARRIER cannot guarantee the absolute integrity of ice cream product(s), as such products are susceptible to fluctuations in temperature.

By signing this Waiver, the undersigned CUSTOMER or CUSTOMER'S AGENT agrees that CARRIER shall not be held liable for any temperature factor that may affect the integrity (i.e., softening, melting, etc.) of the ice cream product(s) being shipped by said CUSTOMER or CUSTOMER'S AGENT, and the undersigned CUSTOMER or CUSTOMER'S AGENT further agrees to waive any claim for temperature control damage or other deterioration of the ice cream product(s) tendered for shipment, **provided that CARRIER meets the following conditions:**

- The refrigeration unit on the CARRIER'S equipment must be functioning correctly during the transporting of the product; and,
- The temperature setting on the refrigeration unit of CARRIER'S equipment shall be set at minus twenty degrees (-20° F.) during transit or as otherwise directed, and so specified on the Shipper's bill of Lading by CUSTOMER or CUSTOMER'S AGENT.

For: _____
Customer (Company) Name

By: _____
Print Name

Title: _____

Email: _____ 1

Signed: _____
Authorized Signature

Date: _____