



Terms & Conditions

Effective August 22, 2025

By shipping with MyConnect, the **person or entity booking shipment (“Shipper”)** agrees to the following terms and conditions. For purposes of this Agreement, the **“Carrier” shall mean Carlile Transportation Systems, LLC.**

FOR PURPOSES OF THIS AGREEMENT:

CARRIER	Carlile Transportation Systems, LLC.
SHIPPER	The person who holds the MyConnect account and contracts with the Carrier to transport their goods.
CONSIGNEE	The recipient of the goods being shipped.
HAZARDOUS MATERIALS	Any substance or material that has been designated as hazardous under applicable federal, state, or international laws and regulations. Including but not limited to those defined by the U.S. Department of Transportation (DOT). Examples of Hazardous Materials include, but are not limited to, ammunition, batteries, aerosols, and paint (See Section 7 below).
HOUSEHOLD GOODS	Items prepared for shipment by an individual non-commercial Shipper and/or personal belongings.

1. LIABILITY

MyConnect provides standard liability coverage for loss, damage, or theft of goods up to \$100.00 per package unless Shipper declares a higher value. See Declared Value, in Section 4 below. Carrier’s liability is limited to \$100.00 per package or the designated Declared Value of the shipment (if applicable) and does not cover special or consequential damages, including lost profits or business interruptions caused by delays in transit. The Carrier is not bound to transport the shipments by a particular schedule but is responsible for transporting with reasonable dispatch.

2. LIABILITY EXCEPTIONS

Carrier will not be liable for:

- Any delay, loss, or damage to a shipment caused by an act of God; act of the public enemy; act or omission of the Shipper (including but not limited to improper packaging), of public authority, of another party; or the inherent vice or nature of the goods.
- Shipments that require special temperature handling or weather protection.
- Used items or household goods.
- Prohibited items (See Section 6 below).
- Damage to improperly packaged items. Shippers are encouraged to review our website, www.carlile.biz for guidelines on packaging goods for shipment.
- Shipment delays, as the Carrier is not bound to transport the shipment by a particular schedule but is responsible for transporting with reasonable dispatch.

3. CLAIMS

Claims must be filed promptly once loss or damage is discovered. If a shipment is lost, damaged, or delayed, a claim must be filed within 21 days from the date of delivery. Claims will be processed upon submission of necessary documents, such as proof of value (invoice, receipt) and proof of damage or loss (photographs or inspection report). Failure to timely file claims shall forever bar recovery of the claim. Suits for loss, damage, injury, or delay must be commenced against any Carrier no later than one year from delivery, or the day when written notice is given by the Carrier to the claimant that the Carrier has disallowed any part of the claim, or from delivery, whichever is later. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no Carrier shall be liable, and such claims will not be paid.

4. DECLARED VALUE

If the value of the goods to be transported exceeds \$100, the Shipper may declare a higher value for the shipment when booking the shipment on the MyConnect portal. Different liability limits are available if a shipment has a declared value or in exchange for higher freight rates. The maximum liability will be based on the declared value. Additional charges will apply for declared value coverage over \$100 USD. The cost for additional coverage is \$1 per \$100 of declared value or a fraction thereof, depending on the value declared. MyConnect allows a maximum declared value of \$10,000 per package. Shipments exceeding this amount will require the use of specialized freight services, and the Shipper should contact the Carrier to discuss other shipping arrangements. In no case will the declared value exceed the replacement value of the goods. Shippers may not declare a higher value for restricted items or prohibited items, defined below.

5. RESTRICTED ITEMS

The following items may be transported only under prescribed conditions and may be subject to additional charges. Restricted items are excluded from declared value coverage.

- High-value electronics
- Musical instruments
- Scientific instruments and other types of laboratory equipment
- Audio equipment, including speakers, woofers and subwoofers, turntables, and amplifiers
- Used items or household goods
- Hazardous materials (See Section 7 below)

6. PROHIBITED ITEMS

The following items will not be accepted for shipment under any circumstances:

- Firearms
- Alcoholic beverages and tobacco products
- Drugs, including prescription drugs, illegal drugs and substances, drug paraphernalia, controlled substances
- Human remains
- Temperature-controlled and perishable goods, including live animals, fresh food or perishable items, items that must be kept from freezing (e.g., chemicals, pharmaceuticals)
- Counterfeit, stolen, or fraudulent goods, live plants and soil
- Valuable goods, including currency, jewelry, museum exhibits, or antiques. Artwork, postage stamps, or other articles of extraordinary value or inherently fragile items

If the Shipper does ship hazardous materials or dangerous goods, the Shipper shall be liable for, defend, and indemnify the Carrier against all loss or damage, including any fines or penalties assessed by any governmental agency, caused by such goods. Such goods may be warehoused at the Shipper's risk and expense, and destroyed without reimbursement for their value.

If the Shipper needs to ship any of the above prohibited items, please contact the Carrier directly to confirm if the item can be shipped. Some items can still be shipped with the right preparation, documentation, and packaging, but this typically involves more specialized services (such as Carlile LTL Service).

7. HAZARDOUS MATERIALS

The following requirements will apply to shipments of hazardous materials using the MyConnect Service.

SHIPPER'S RESPONSIBILITIES

The Shipper agrees to:

- Ensure that all hazardous materials are properly classified, packaged, labeled, marked, and documented in accordance with all applicable laws and regulations (including 49 CFR).
- Provide accurate and complete shipping documentation, including Material Safety Data Sheets (MSDS) or Safety Data Sheets (SDS), and the proper emergency response information.
- Assume full responsibility for any delays, fines, penalties, or damages resulting from improper or incomplete declaration, or packaging of hazardous materials.

CARRIER'S RIGHTS AND LIMITATIONS

- The Carrier reserves the right to inspect all shipments and may refuse or suspend transportation of any hazardous materials that are improperly packaged, labeled, or declared.
- The Carrier is not responsible for any loss, damage, or liability arising from the Shipper's failure to comply with applicable hazardous materials regulations.
- The Carrier may, at its sole discretion, arrange for the disposal of any hazardous material it deems unsafe, abandoned, or non-compliant, at the Shipper's expense.

PACKAGING AND LABELING

- The Shipper shall use UN-approved packaging where required and ensure all hazardous materials are packed to prevent leaks, spills, or exposure during handling and transport.
- All packages must be clearly and durably marked, and labeled in accordance with the applicable regulations.

HAZARDOUS MATERIALS HANDLING FEE

- Shipments containing hazardous materials will be assessed a hazardous materials handling fee based on the commodity in the shipment.
- For shipments containing one of the commodities listed in **Table 1.0: MyConnect Haz Commodities** a hazardous materials Handling Fee of \$50 per package will apply.
- For all other hazardous commodities, a hazardous materials handling fee of \$125 per package will apply.

Table 1.0: MyConnect Haz Commodities

UN/NA NUMBER	CLASS	SHIPPING NAME
UN0012	1.4S	Cartridges, small arms
UN3480	9	Lithium-ion batteries
UN3481	9	Lithium-ion batteries contained in equipment
UN0509	1.4C	Powder, smokeless
UN1263	3	Paint (including paint, lacquer, enamel, stain, shellac solutions, varnish, polish, liquid filler and liquid lacquer base) or Paint related material including paint thinning, drying, removing, or reducing compound
UN0044	1.4S	Primers, cap type
UN1950	2.1	Aerosols, flammable, (each not exceeding 1L capacity)
UN1266	3	Perfumery products with flammable solvents
UN3091	9	Lithium metal batteries contained in equipment including lithium alloy batteries
UN3171	9	Battery-powered vehicle or battery-powered equipment
NA3178	4.1	Smokeless powder for small arms (100 pounds or less)
UN2800	8	Batteries, wet, non-spillable, electric storage

8. ABANDONED OR REFUSED SHIPMENTS

If the Consignee refuses the shipment tendered for pickup by the Carrier or if the cargo is not picked up within five (5) business days of first notification of availability, the Carrier's liability shall then become that of a warehouseman. The Carrier shall promptly attempt to provide notice, by telephonic or electronic communication; if so indicated, to the Shipper or the Consignee. The Shipper will be responsible for storage charges, at a rate of \$0.50 per Cubic Foot per day, inclusive of weekends and holidays. Storage charges shall start no sooner than the sixth (6th) business day following the initial attempted notification of availability for pickup. Storage may be, at the Carrier's option, in any location that provides reasonable protection against loss or damage. Shipments not picked up within thirty (30) days of initial notification of availability for pickup will be considered abandoned and will be disposed of by the Carrier at the Carrier's discretion.

9. LIEN RIGHTS

The Carrier shall have a possessory lien on shipments and any proceeds therefrom in its dominion and control for the payment of any amounts due and owing to the Carrier. In addition, to the extent permitted by applicable law, the Carrier will have a general lien on any goods that have come or will come into its possession, and on any proceeds thereof, for any and all charges due and owing to the Carrier regardless of whether those charges related to the goods or proceeds against which the general lien is enforced.

10. LIABILITIES NOT ASSUMED

THE CARRIER SHALL NOT BE LIABLE, REGARDLESS OF THE ACTUAL OR ALLEGED NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF THE CARRIER, ITS EMPLOYEES, CONTRACTORS, UTILIZED INDIVIDUALS OR BUSINESS ENTITIES, FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR INCOME, REGARDLESS OF WHETHER THE CARRIER HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.

11. SUBCONTRACTING RIGHTS

When necessary to honor service commitments, the Carrier may, at its sole discretion, utilize the services of other Carrier's or modes of transportation. The Carriers' liability to its customer will not change unless agreed upon in writing by the Carrier and the Shipper.

12. IMPRACTICAL OPERATIONS

Nothing in these terms shall be construed as making it binding upon the Carrier to accept freight from, or make delivery to locations to which it is impracticable to operate vehicles, inclusive of performing pickup or delivery services, because of conditions of alleys or streets, because of riots or strikes, conditions typically referred to as acts of god or force majeure events, local, state, or federal regulations restricting or prohibiting certain vehicle types, commodities, services, or if perceived to constitute a risk to environment, vehicle, cargo, vehicle operators, the general public, or pose a security risk. Further, at its sole discretion, the Carrier reserves the right to refuse or reject requests for service, or to return accepted shipments, if it is known or perceived that any of the foregoing may exist or occur. Any applicable service guarantees are rendered null and void in the event any of the foregoing are experienced.

13. PAYMENT

The Shipper and the Consignee shall be jointly and severally liable for freight and other lawful charges, and shall remain liable for any additional transportation charges where there has been an erroneous determination of the assessed freight charges based on incomplete or incorrect information provided. Nothing shall limit the Carrier's right to require prepayment at the time of shipment or prior to delivery. If the description of articles or other information provided to MyConnect is found to be incorrect or incomplete, the freight charges must be paid based on the articles actually shipped. Claims made against the Carrier (whether filed or unfiled) may not be offset by the Shipper, Consignee, or payor against freight charges otherwise owed to the Carrier.

14. WEBSITE

For more information, visit our website www.carlile.biz.