



FOCUS 1 LLC – Freight Quote Terms & Conditions

These Freight Quote Terms & Conditions govern all freight quote requests submitted to **FOCUS 1 LLC** (“Carrier”). Submission of a freight quote request constitutes acknowledgment and acceptance of these terms.

1. Non-Binding Quotes

All freight quotes provided by **FOCUS 1 LLC** are estimates only and are non-binding. A quote does not constitute a contract, guarantee of service, acceptance of freight, or assumption of liability. Transportation services are not confirmed until freight is tendered and accepted by the Carrier.

2. Shipper Responsibility for Freight Condition

The shipper is solely responsible for ensuring that all freight tendered to **FOCUS 1 LLC** is:

- In good, undamaged condition at the time of tender
- Free from infestation, contamination, mold, moisture, odor, insects, vermin, or foreign substances
- Properly packaged, wrapped, labeled, and secured for transportation
- Suitable for transportation under normal conditions

The Carrier does not inspect the internal condition of sealed, wrapped, banded, or packaged freight and relies entirely on the shipper’s representation that the freight is tendered in good order.

3. Pre-Existing Damage, Contamination & Infestation

FOCUS 1 LLC shall not be liable for loss, damage, rejection, or delay caused by conditions that existed prior to pickup, including but not limited to:

- Pre-existing damage





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- Hidden or concealed defects
- Inherent vice or natural characteristics of the freight
- Insect infestation, vermin, mold, mildew, odor, or contamination present at tender
- Damage concealed by shrink wrap, packaging, pallets, or crates

Failure by the shipper to identify and disclose such conditions prior to pickup voids any related claim.

4. Shipper Load & Count / Warehouse Loading

Where freight is loaded by the shipper, warehouse personnel, or third parties, the shipment is deemed **Shipper Load & Count**.

The Carrier shall not be responsible for:

- Improper loading, stacking, or palletization
- Inadequate blocking, bracing, or weight distribution
- Warehouse or dock personnel actions
- Sealed trailers or pallets

Carrier liability does not attach where the driver did not physically load the freight or where loading conditions were not reasonably observable.

5. Packaging & Wrapping

The shipper is solely responsible for proper packaging. **FOCUS 1 LLC** is not liable for damage caused by:

- Inadequate or defective packaging
- Improper shrink wrap, banding, or pallet condition
- Packaging unsuitable for normal transit vibrations or handling





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Packaging failure constitutes shipper fault and voids carrier liability.

6. Inspection at Tender

The shipper is responsible for inspecting freight **before tendering it for transportation**. Tender of freight constitutes confirmation that the shipment is in good condition and suitable for transport.

Any claim alleging pre-existing conditions that could have been discovered upon reasonable inspection may be denied.

7. Limitation of Carrier Responsibility

Carrier responsibility is limited strictly to damage **directly caused by the Carrier's proven negligence during transit**, subject to federal law, the Bill of Lading, and applicable liability limitations.

Carrier is not responsible for:

- Acts or omissions of the shipper, consignee, warehouse, or third parties
 - Environmental exposure inherent to the freight
 - Regulatory rejections caused by shipper-supplied freight condition
 - Refusals by receivers due to pre-existing freight conditions
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8. Freight Acceptance Rights

FOCUS 1 LLC reserves the right to refuse, delay, or discontinue transportation of freight that appears unsafe, non-compliant, improperly packaged, or unsuitable for transport, without liability.

9. Governing Law





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These Freight Quote Terms & Conditions are governed by federal transportation law, including the Carmack Amendment (49 U.S.C. § 14706), and applicable state law where not preempted.

10. Incorporation by Reference

These Freight Quote Terms & Conditions are incorporated into and form part of any transportation agreement or Bill of Lading issued by **FOCUS 1 LLC**.

5. REQUIRED CHECKBOX – FREIGHT QUOTE REQUEST FORM

(This is the enforcement hook)

This must be **required** to submit.

I acknowledge and agree to the **FOCUS 1 LLC Freight Quote Terms & Conditions**. I certify that all freight tendered will be inspected prior to pickup and will be free from pre-existing damage, infestation, contamination, or improper packaging. I understand that **FOCUS 1 LLC** is not liable for conditions existing prior to pickup or caused by shipper, warehouse, or third-party actions, and that any quote provided is non-binding.