

## Terms and Conditions

As consideration for the advancement of credit and providing transportation brokerage services by Network Freight Management, LLC ("NGL") applicant(s) individually, jointly, and severally ("Customer") agrees to the Terms and Conditions set forth below. The Customer by checking the "Agreement to Terms and Conditions" box on the NGL website (as defined below) and placing an order expressly agrees to these Terms and Conditions.

**Terms of Payment** - Subject to approval of Customer's credit, net payment shall be due thirty (30) days from invoice date unless otherwise agreed to in writing. Past-due invoices are subject to a service charge, calculated on the outstanding balance, at the lesser of (i) the rate of 1 1/2% per month or (ii) the highest legal rate authorized by applicable law. The service charge is not intended as an alternative to payment when due, and, upon delinquency, further purchases may be declined and the Customer's account may be referred for collection. Customer agrees to pay all costs including reasonable collection costs, attorney's fees and expenses related to the enforcement of applicant's obligations hereunder. Returned checks will be subject to a Thirty Dollar (\$30) fee.

**Credit Approval** - All Customers are subject to credit approval. NGL intends to or has performed a credit check based on the information provided by the Customer. The amount of credit, if any, granted to the Customer is at the sole discretion of NGL.

When paying by credit card or electronic funds, the Customer agrees they will be responsible for all charges due, including any adjustments that are made by the carrier on the Customer's shipment due to weight, freight classification, additional services provided, etc. These charges and adjustments, if any, will be automatically charged or debited from the Customer's credit card or bank account.

**Rate Quotations** –NGL reserves the right to amend or adjust the original amount quoted and re-invoice the Customer if the original quote was based upon incorrect/inaccurate information and/or for additional services that were not requested and were provided by the carrier to facilitate the delivery of the Customer's merchandise.

All rate quotations are based on the shipment information provided and may be adjusted due to the following: differences in weight, freight classification, product dimensions, excess valuation, and also for charges for services that were performed by the carrier but were not requested at the time the quote was obtained.

Customer is permitted thirty (30) business days from the date of the invoice to dispute any invoiced charges. If NGL does not receive a dispute within the allowable thirty (30) business days, the disputed item will be denied by NGL.

### Rates

**Less Than Truckload ("LTL")** rates are based on the freight class as determined by the National Motor Freight Classification ("NMFC") and are based on the weight, destination, and value of the shipment. LTL shipments are quoted on a business to business, dock to dock basis and additional charges may apply for other services required.

A charge of up to One Hundred and Fifty Dollars (\$150) may apply to all orders cancelled prior to the time of pick up.

**Truckload ("TL")** rates are quoted per vehicle on a business to business, dock to dock delivery basis and shipments that are to be loaded by the shipper and unloaded by the consignee. Rates may be calculated on a state to state and mileage based. Additional charges will apply for

services; such as tractor/trailer detention, or for driver assistance in loading or unloading the shipment.

A charge of Two Hundred and Fifty Dollars (\$250) or more may be assessed for all TL shipments cancelled less than four (4) hours prior to the scheduled day and time of pickup.

**Air Freight** rates are based on the greater of the actual or the dimensional weight of the shipment and additional charges may apply for freight that is oversized or of excessive length.

**Van Line** shipments are rated on a state to state/mileage basis, and are dependent on weight (actual or density), commodity/product type, and the total cube of the trailer that the shipment occupied.

**Flatbed** rates are based on equipment type, state to state/mileage, and weight. If a flatbed shipment contains oversized freight, additional charges will apply.

**Transit Times** All transit times are estimates ONLY and do not include day of pickup. They are deemed reliable but are NOT GUARANTEED.

**Freight Charges** - The Customer is liable for all freight charges, including but not limited to, transportation, fuel, and other applicable accessorial charges for extra services provided.

**Bills of Lading** - All Bills of Lading are NON-NEGOTIABLE and are subject to the Terms and Conditions contained in the NMFC. All Bills of Lading, prepared either by the Customer or by NGL on behalf of the Customer, shall be deemed, conclusively, to have been prepared by the Customer.

Customer agrees to review all Bills of Lading for information accuracy, and to modify and revise all the information contained in all shipping documents prior to the Bills of Lading and corresponding shipment being tendered to the Carrier. NGL makes no assertions as to the accuracy of the information provided by the Client in preparing the Bill of Lading.

**Documentation** - If the Customer does not complete all the documents required for carriage, or if the documents which they submit are not appropriate for the services, pick up or destination requested, the Customer hereby instructs NGL, where permitted by law, to complete, correct, or replace the documents for them at the expense of the Customer. However, NGL is not obligated to do so and may refuse to do so at its discretion.

If a substitute form of Bill of Lading is needed to complete delivery of a shipment and NGL completes that document, the terms of this Bill of Lading will govern. NGL is not liable to the Customer or to any other person for any actions taken on behalf of the Customer under this provision.

**Warranties** - The Customer is responsible for and warrants their compliance with all applicable laws, rules, and regulations including but not limited to transporting hazardous materials, customs laws, import and export laws and governmental regulation of any country to, from, through or over which the shipment may be carried. The Customer agrees to furnish such information and complete and attach to this Bill of Lading such documents as are necessary to comply with such laws, rules, and regulations. NGL assumes no liability to the Customer or to any other person for any loss or expense due to the failure of the Customer to comply with this provision. Any individual or entity acting on behalf of the Customer in scheduling shipments hereunder warrants that it has the right to act on behalf of the Customer and the right to legally bind the Customer.

**Applicability** - The Customer on behalf of the Shipper, and/or Consignee agree to these Terms and Conditions, which no agent, NGL employee, or employee of the parties may change, alter, or

modify in any way. These Terms and Conditions shall apply to this shipment, and all future shipments scheduled by Customer.

Carrier's General Rules Tariff may contain certain restrictions and limitations that will supersede the terms and conditions contained herein.

**Claims** – NGL, as a transportation broker, has no responsibility, liability, or involvement in the issuance of insurance, the denial of insurance, or in the payment of cargo claims. In the event of cargo loss or damage, the Customer is to file a claim form directly with the Carrier, as soon as possible. Cargo claims must be filed with the Carrier within 9 months of delivery or expected delivery to be considered.

The filing of a cargo or other claim with the Carrier will not relieve the responsible party from payment of freight charges. Freight payment is necessary in order for a Carrier to process a claim.

In order to establish potential carrier liability, the Customer must make a written notation on the driver's copy of the Bill of Lading or Delivery Receipt (whichever is tendered) at the time of delivery, which indicates either a loss, or that the shipment was not delivered in the condition in which it was tendered. If the loss or damage is not apparent (concealed) at the time of delivery, the customer must contact the carrier directly, within fifteen (15) days of receiving the merchandise, advising them of the loss or damage.

NGL is not liable for any late-delivery, or non-delivery whatsoever and in particular those caused by the act, default, or omission of the carrier. NGL is not liable for late-delivery, or non-delivery caused by violation(s) by the Customer of any of the Terms and Conditions contained in the Bill of Lading or of the Carrier's General Rules Tariff including, but not limited to, improper or insufficient packaging, securing, marking or addressing, or of failure to observe any of the rules relating to shipments not acceptable for transportation or shipments acceptable only under certain conditions.

NGL is not liable for late delivery or non-delivery caused by the acts of God, perils of the air, public enemies, public authorities, acts or omissions of Customs or quarantine officials, war, riots, strikes, labor disputes, weather conditions or mechanical delay or failure of aircraft or other equipment.

NGL is not liable for failure to comply with delivery or other instructions from the Customer or for the acts or omissions of any person other than employees of NGL.

**Limitations of Liability** – Shipments coordinated by NGL may be subject to limited liability in the event of a cargo claim. Customer is responsible to provide the cargo value at the time the shipment is quoted to ensure that the Customer's shipment will be amply insured.

Cargo insurance coverage on LTL and TL shipments are limited to up to \$5/lb, TL shipments may be insured up to \$50-100,000 cargo coverage per vehicle, and air freight/expedited shipments are subject to \$.50/lb of cargo coverage,. Supplemental insurance is available upon request, but this coverage will not apply unless liability with the primary carrier has been clearly established.

The individual carrier's governing General Rules Tariff will determine the standard liability cargo insurance coverage offered by all motor and air freight carriers. If the shipment contains freight with a predetermined exception value, as determined by the NMFC or the selected carrier, the maximum exception liability will override the otherwise standard liability coverage.

Subject to the limitations of liability contained in the Bill of Lading and the Carrier's General Rules Tariff, NGL shall only be liable for loss, damage, mis-delivery or non-delivery caused by NGL's

own gross negligence. NGL's liability therefore shall be limited to the fees that NGL has earned with respect to the subject shipment.

**Forum Selection and Choice of Law** - Any claim, dispute or litigation relating to these Terms and Conditions, any shipment scheduled or tendered hereunder or through NGL's website [www.nglog.com](http://www.nglog.com), or relating to any and all disputes between NGL and the enrolled Customer, Shipper and/or Consignee and/or Brokers for any enrolled Customer, Shipper and/or Consignee, shall be filed in Los Angeles County, California, and shall be subject to California law.

**Changes to Terms & Conditions** - NGL reserves the right to alter, modify, or amend these Terms and Conditions from time to time as dictated by market conditions. Such changes shall be effective for all transactions between NGL and the Customer after the changes have been posted.

Applicants' checking the "Agreed to Terms and Conditions" box on the NGL Website attests solvency, ability and willingness to pay, any and all NGL invoices in accordance with the terms established. Applicant's the "Agreed to Terms and Conditions" box on the NGL Website represents and warrants that she/he has been duly authorized to make the statements contained herein and to bind the Applicant to the Terms and Conditions set forth herein, and further represents and warrants that the information set forth above (including, without limitation, any additional sheets attached hereto) and in the financial statements delivered in connection herewith are true, correct, and complete.