

TERMS AND CONDITIONS

Prepared By:

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Rules and accessorial service charges having general application on interstate and intrastate traffic except as otherwise specifically provided in a separate publication, contract or transportation agreement applicable for a specific customer or account.

TRANZ-GLOBAL XPRESS LOGISTICS, INC.' SERVICES, INC, D/B/A TRANZ-GLOBAL XPRESS FREIGHT (hereinafter maybe referred to as "Company"). The registered Customer, Shipper and/or Consignee (hereinafter collectively referred to as "Customer") agrees to these TERMS AND CONDITIONS which no agent or employee of the parties may alter. 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 Customer. These TERMS AND CONDITIONS shall apply to all shipments scheduled by Customer, unless and until these TERMS AND CONDITIONS are altered or amended by the Company. Customer also agrees to these TERMS AND CONDITIONS on behalf of any third party with an interest in the freight.

The Company is licensed by the Department of Transportation (DOT), Federal Motor Carrier Safety Administration (FMSCA) and/or other government agencies as required by law. The Company reserves the right, in its sole discretion, to refuse any shipment at any time.

THE COMPANY IS NOT A FREIGHT CARRIER OR AN AGENT FOR A FREIGHT CARRIER.

These TERMS AND CONDITIONS supersede all agreements, representations, warranties, statements, promises, and understandings of the parties, written or oral, except as stated herein. The General Rules Tariffs, set forth by the carriers, will in every instance take precedence in all legal proceedings and when in conflict, will take precedence over these TERMS AND CONDITIONS. Where a Customer enters into a separate contractual agreement with the Company, only conflicting terms in that agreement will take precedence over these TERMS and CONDITIONS.

THE COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO DELIVERIES, OR WITH REGARD TO THIS WEBSITE, INFORMATION PROVIDED ON THIS WEBSITE OR SERVICES RELATED TO TRANSACTIONS CONDUCTED ON THIS WEBSITE. THE COMPANY CANNOT GUARANTEE DELIVERY BY ANY SPECIFIC TIME OR DATE. IN ANY EVENT, THE COMPANY SHALL NOT BE LIABLE FOR DAMAGES, INCLUDING BUT NOT LIMITED TO ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR INCOME, WHETHER OR NOT THE COMPANY HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED

Company reserves the right to make modifications, alterations or updates to this site and these terms and conditions at any time and without notice to users. You accept the affirmative obligation to periodically review whether or not these terms and conditions have changed, and your continued use of this site shall be deemed an acceptance and agreement to be bound by such modifications, alterations or updates.

1. General.

Tranz-Global Xpress Logistics, Inc, A duly licensed and bonded property freight broker under FMCSA (Authority number MC697115-B), undertakes to arrange for the interstate transportation of shipments on behalf of its various customers (the "Customer(s)") from various origins and destinations throughout the United States, Canada, Mexico and Puerto Rico. The transportation is furnished by carriers selected by and under contract with Tranz-Global Xpress Logistics, Inc. The terms and conditions of brokerage set forth herein are applicable to the transportation of any shipment by Tranz-Global Xpress Logistics, Inc undertaken on the Customer's behalf. In the event that Tranz-Global Xpress Logistics, Inc and the Customer have entered into a written contract containing terms and conditions different than those set forth in these Terms and Conditions of Brokerage, the written contract will control. Important

to understand, unawareness will not exempt you from this Terms and Conditions contract.

The Terms and Conditions of Brokerage set forth herein supersede all previous conditions of transportation and other prior statements concerning the rates and conditions of Tranz-Global Xpress Logistics, Inc. Tranz-Global Xpress Logistics, Inc reserves the right from time to time to modify, amend or supplement its Terms and Conditions of Brokerage without notice. Copies of Tranz-Global Xpress Logistics, Inc's most recent Terms and Conditions of Brokerage may be obtained by contacting PR Transport and Logistics, and will be periodically updated on Tranz-Global Xpress Logistics, Inc's web site.

2. Application of Charges.

The rates and charges for the brokerage services provided by Tranz-Global Xpress Logistics, Inc shall be in accordance with the rates and charges set forth in a Rate Confirmation Contract (the "Rate Confirmation") prepared by Tranz-Global Xpress Logistics, Inc and provided to Customer for each individual shipment. Each Rate Confirmation can be supplemented or revised upon timely written notification by Tranz-Global Xpress Logistics, Inc that is not disputed by Customer within one (1) business hour from such notification. Payment shall be due from Customer within fifteen (15) days of the date of Tranz-Global Xpress Logistics, Inc 's invoice. Unless otherwise indicated in writing, all payment is due in US Dollars and payable in fifteen (15) days from the date of the billing and issuance of the electronic invoice. Customer agrees to receive all invoices electronically to an email designated by the customer.

3. Late Payment Charges

Unless otherwise agreed upon by Tranz-Global Xpress Logistics in writing, all payments due hereunder shall be made within 15 calendar days of the date of invoice. All shipments upon which the lawfully applicable rates and charges are not paid in full within fifteen (15) calendar days of the date of invoice, or within a time period agreed to by the parties in writing, are considered delinquent.

1. Any freight bill not paid within 60 calendar days of the ship date will be assessed liquidated or late fee damages of 35% of the unpaid receivable, or \$75.00 minimum.
2. All actions or proceedings instituted by TRANZ-GLOBAL for the collection of freight charges owed by shipper, consignor, consignee, or third party involved in the movement who has failed to pay such charges within 15 days of presentation of the freight bill, where the TRANZ-GLOBAL initiates a lawsuit, such suit shall be brought in a court of competent jurisdiction in the State of Puerto Rico. The parties will not raise, and hereby waive, any defenses based on the venue, personal jurisdiction, inconvenience of forum, or sufficiency of service of process related to the place of bringing of the action.
3. The party responsible for payment of freight charges shall not offset from or delay the payment of lawfully established transportation charges from amounts claimed for freight claims.

4. Customer agrees that it assumes the risk of nonpayment for freight charges for shipments handled through third parties and brokers and will pay freight charges twice in the event the third party or broker fails to pay freight charges to TRANZ-GLOBAL.
5. COMPANY has a lien on freight in its possession for the total amount owed to COMPANY by the Debtor for freight, accessorial, and other charges (including charges assessed by virtue of this item 3 sub 1) accrued on freight previously delivered by COMPANY. COMPANY may convert any such freight in its possession and subject to its lien to "on hand freight." On Hand Freight may be placed in storage, with Debtor being responsible for all storage charges. COMPANY's liability for loss or damage for on hand freight shall be that of a warehouseman. COMPANY shall notify Debtor of the conversion to on hand freight and request all amounts owed. If Debtor has not made full payment within 10 days of the second notice, COMPANY may sell on hand freight in any commercially reasonable manner it chooses, and apply amounts recovered in the following priority: (1) to costs related to the sale; (2) storage charges; and (3) to the amounts owed by Debtor.

Company shall provide a written demand for all delinquent charges. Any delinquent charge not paid within thirty (30) days of the written demand shall be subject to the following late payment provisions:

When Company has advised debtor, in writing, of its intent to assign collection of delinquent invoices to an attorney or professional service for collection, and the delinquent charges are not paid in full within thirty (30) days, all delinquent invoices will be re-billed at Company's full undiscounted rate based on Terms and Conditions Appendix A (Rates) and class rates applicable on the date of shipment. In addition, the reasonable collection costs (not to exceed thirty-five (35%) percent calculated on the gross, undiscounted charges) will be applied to each delinquent invoices as stated on item 3 sub 1.

When Delinquent, the Customer will automatically relinquish credit privileges and Tranz-Global Xpress Logistics can demand full payment of all pending invoices prior to providing any services and delivering any on hand Freight. Additionally, when credit privileges are lost, freight bills are to be rated at the undiscounted rates as shown in Appendix A.

Nothing in any transportation transaction shall limit the right of the Company to require the prepayment or guarantee of the freight charges at the time of shipment or prior to delivery.

The Shipper and Consignee shall be liable, jointly and severally, to pay and indemnify and hold PRTL harmless from all claims, fines, penalties, damages, costs, attorney fees, or other sums that may be incurred, suffered or dispersed for any violation of any terms contained herein or any other default of the Shipper or Consignee with respect to a shipment.

In addition, upon any of the aforementioned conditions occurring, any and all allowances, exceptions, commodity rates and other provisions which result in the total charges due the Company of less than the non-discounted charges due from Company Tariff class rates in effect

on the date of the shipment, shall be discontinued and no longer apply. Carrier must issue any bill for charges in addition to those originally billed within 180 days of the date of the original bill in order to have the right to collect such additional charges.

Shipper or Consignee must contest the original bill within 180 days of the date of the original bill in order to have the right to contest such charges. Shipper or Consignee shall not have the right to withhold or offset the payment of charges for any reason, including, but not limited to, claims for lost or damaged goods. To review further Accessorial's charges that may be applied refer to appendix A for details.

All Customers are subject to credit approval. Credit terms are subject to Company's continued approval. Company may change credit terms and may establish and/or revise a credit limit at any time when, in Company's opinion, Customer's financial condition, previous payment record, and/or the nature of Customer's relationship with Customer so warrants. Upon credit approval, all charges are payable in US Dollars and are due upon receipt or upon agreed payment terms.

4. Selection and Use of Motor Carriers.

Tranz-Global Xpress Logistics, Inc will subcontract the transportation services required by Customer to motor carriers that are duly authorized to transport such shipments pursuant to all applicable regulatory authority (the "Carriers"). It is understood and agreed that the Carriers are independent contractors with the exclusive control over their respective drivers and employees, and are not agents, employees or authorized representatives of Tranz-Global Xpress Logistics, Inc.

5. Bills of Lading.

Each shipment tendered by Customer and accepted by Tranz-Global Xpress Logistics, Inc shall be evidence by and subject to the terms, conditions and provisions of a bill of lading or other proof of delivery receipt. In the event of a conflict between the terms, conditions and provisions of such bill of lading or receipt and these Terms and Conditions of Brokerage, the terms, conditions and provisions of these Terms and Conditions shall govern.

6. Hazardous Materials.

Customer shall not tender to Tranz-Global Xpress Logistics, Inc for transportation any hazardous material, as that term is used and defined in the Hazardous Material Transportation Act, 49 U.S.C. § 50101, et seq. In the event Customer does tender hazardous materials to Tranz-Global Xpress Logistics, Inc or the Carriers, Customer shall first provide Tranz-Global Xpress Logistics, Inc with advanced written notice of the product and a current Material Safety Data Sheet for the hazardous material shipment.

Customer agrees to indemnify, defend and hold harmless Tranz-Global Xpress Logistics, Inc and its officers, employees, agents and insurers, against all claims, liabilities, losses, fines, reasonable attorney fees and other expenses arising out of or related to the release of any hazardous material, including without limitation, fines or expenses related to the removal or treatment of hazardous material or other

remedial action pertaining to the hazardous material under federal or state law, if Customer fails to provide advanced notice prior to tendering hazardous material to Tranz-Global Xpress Logistics, Inc or the Carriers; the contact, exposure or release resulted from the improper packaging or loading or other acts or omissions of the Customer, its employees or agents; or the contact, exposure or release occurred subsequent to the transport of the hazardous material by Tranz-Global Xpress Logistics, Inc or the Carriers.

7. Force Majeure.

The brokerage services provided by Tranz-Global Xpress Logistics, Inc will be temporarily suspended to the extent that during any period Customer, Tranz-Global Xpress Logistics, Inc or the Carriers are unable to carry out their respective obligations by reason of act of God or the public enemy, fire, flood, labor, disorder, civil commotion, terrorist act, government interference, or any other event or occurrence beyond the reasonable control of the affected parties, and neither party shall have any liability to the other for delay in performance or failure to perform while the services are temporarily suspended, except for Customer's payment obligations for services performed.

8. Claims and Limitations of Liability.

The Company may assist in the claim filing process. If the Company is involved, they will use commercially reasonable efforts to assist and cooperate with Customer to investigate and process with the carrier any freight loss or damage claims occurring in the course of the transportation services rendered to such Customer. The carrier liability and claims process for any cargo damage, loss, or theft from any cause shall be determined under the Carmack Amendment, 49 U.S.C. 14706 and 49 C.F.R. §370.1 et seq. respectively. Customer agrees the Company, as a broker only, is not liable for any damages, except as stated hereafter. To the extent Tranz-Global Xpress Freight is found negligent, Tranz-Global Xpress Freight's liability is limited to no greater than a refund of the total freight charge payment related to the specific Bill of Lading in question.

The individual carrier's governing General Rules Tariff will apply when determining carrier liability. Those Tariffs can be viewed at the Company's corporate offices. If the shipment contains freight with a predetermined exception value, as determined by the selected carrier, the maximum exception liability will override the otherwise standard liability coverage. The maximum amount that Customer will receive from carrier on a claim will be that which is recoverable under the respective transportation tariffs. It is the Customer's responsibility to ensure the liability limits of the carrier meet their shipment needs. The Company will not be responsible in any way for claims arising out of Customer negligence, carrier's negligence, or the negligence of any third party.

All claims and supporting documentation must be submitted within 30 days after delivery. Claims for damages that are not readily apparent ("concealed damage") must be submitted within 3 days after delivery. Company shall not be liable for any actions brought to enforce a claim unless all claims procedures have been complied with and the action is brought within one year after the date the carrier first disallowed all or part of the claim. The filing of a claim does not relieve the responsible party for payment of freight charges. Freight payment is necessary in order to process

a claim. Customer may not offset freight or other charges owed to Company against claims for any loss, damage, mis-delivery or non-delivery. The Company has a lien on funds recovered through the processing of damage claims and reserves the right to apply recovery amounts to open past due invoices on account.

In no case will the maximum cargo liability be greater than \$100,000 for a Truckload shipment. Cargo liability on LTL shipments may vary by carrier, but in no case will the maximum liability for new goods be greater than \$10 per pound, or for used or resold goods be greater than \$0.10 per pound. The Company may offer upon request a cargo coverage insurance policy for purchase by the Customer.

The individual carrier's governing General Rules Tariff determines the standard liability cargo insurance coverage offered by all carriers. If the shipment contains freight with a predetermined exception value, as determined by the selected carrier, the maximum exception liability will override the otherwise standard liability coverage. The filing of a claim does not relieve the responsible party for payment of freight charges. Tranz-Global Xpress Logistics has no responsibility, liability or involvement in the issuance of insurance, the denial of insurance, or in the payment of claims. In the event of cargo loss or damage, the Certificate Holder is to contact the Claim Agent noted on any Certificate of Insurance immediately. If the loss or damage is apparent, the consignee must note such loss or damage information on the bill of lading/delivery receipt. If the loss or damage is not apparent (concealed), the certificate holder must contact the Claims Agent noted on the certificate within immediately after taking delivery.

Tranz-Global Xpress Logistics, Inc is not liable for any loss,damage, misdelivery or non-delivery caused by:

the act, default or omission of a carrier, the customer or any other party who claims interest in the shipment; or
the nature of the shipment or any defect therein; or
a violation by the customer of any provision of this agreement, the BOL, the carrier's tariff, including, improper or insufficient packing, securing, marking or addressing; or
failure to observe any of the rules relating to shipments not acceptable for transportation or shipments acceptable only under certain conditions; or
acts of God, perils of the air, public enemies, public authorities, acts or omissions of Customs or quarantine officials, war, riots, strikes, labor disputes, shortages, weather conditions or mechanical delay or failure of vehicles, aircraft or other equivalent; or
the acts or omissions of any person other than employees of **Tranz-Global Xpress Logistics, Inc**; or the selection of carrier for particular shipment. Customer acknowledges that in order to provide competitive rates for the services, that the parties have agreed as a material term of this Agreement that the risk of loss or damage incurred as a result of **Tranz-Global Xpress Logistics, Inc** ' alleged liability shall be limited to the fees that **Tranz-Global Xpress Logistics, Inc** has earned with respect to the subject shipment.

Customer specifically acknowledges that **Tranz-Global Xpress Logistics, Inc** shall have no liability for negligent acts or omissions of its employees except to the extent such actions or omissions constitute gross negligence.

Tranz-Global Xpress Logistics is a third party reseller and billing agent, and not a freight

broker or freight carrier. Tranz-Global Xpress Logistics reserve the right, in its sole discretion, to refuse any shipment at any time. To the extent they legally apply, the General Rules Tariffs, set forth by the carriers provided as Solutions with Tranz-Global Xpress Logistics , will in every instance, as they might legally apply, take precedence in all legal proceedings and when applicable, will take precedence over Tranz-Global Xpress Logistics ' Terms and Conditions stated herein. If not stated within the carrier's General Rules Tariff, Tranz-Global Xpress Logistics Terms and Conditions as stated herein shall control. In the case of conflict between the Terms and Conditions contained herein and those set forth by the individual selected carrier's General Rules Tariff, the selected carrier's General Rules Tariff shall control. All Terms, including, but not limited to, all the limitations of liability, shall apply to the selected carrier and their agents and contracted carriers. Shipments originating in the United States are subject to the released value provisions in the National Motor Freight Classification (NMFC) in effect on the date of the shipment and shall be considered to be released at the lowest released value stated therein, unless a higher value, as provided for in the NMFC, is declared on this Bill of Lading and an additional charge is paid as described in Carrier's tariffs. When Carrier and Shipper have agreed to the application of FREIGHT, ALL KINDS (FAK) pricing, then the lowest level of liability for the commodity being shipped, as published in the NMFC or Tariff of the selected carrier to provide the services for PRT and Logistic Services Inc., shall be applied.) Filing of Claims: Carrier is not liable for loss or damage to any goods carried under this Bill of Lading unless a written demand is filled with and received by a proper Carrier within nine (9) months (sixty [60] days for shipments originating in Canada) after the date of delivery of such goods, or in the case of failure to make delivery, then the written demand must be filed within nine (9) months after a reasonable time (not to exceed four [4] business days) for delivery has elapsed. The written demand must contain an assertion of Carrier liability for the alleged loss or damage; facts sufficient to identify the shipment or shipments involved; and a demand for the specific amount claimed. In Canada, the final statement of the claim must be filed within nine (9) months from the date of shipment. Carrier shall not be liable in any lawsuit based on a cargo claim for loss or damage, unless the lawsuit is filed in a court of law against Carrier no later than two (2) years and one (1) day from the date when written notice is given by the Carrier to the claimant that the Carrier has disallowed the claim or any part thereof.

Each claim must contain information necessary to identify that portion of the shipment lost or damaged, the basis for liability and the amount of the alleged loss or damage, as well as all supporting documentation. Customer shall cooperate with Tranz-Global Xpress Logistics, Inc, the Carriers and their respective surer in the investigation of any claim or potential claim made by Customer.

For all "Cargo Exclusions" please refer to PRT and Logistic Services Inc.

Bill-of-Lading (BOL): This shipping document is the most important document. The carrier signs for custody of the freight when they pick it up.

The consignee should inspect the freight at the time of delivery – in the presence of the driver and make any notations of any damage or loss on the BOL before signing.

Note: if there are NO notations of damage or loss on the BOL, the Federal Regulations under Carmack state there is a rebuttal presumption that the damage did NOT occur while in possession of the motor carrier. Our insurance company, as will most of them, will refuse to pay a

cargo damage claim when there is a “Clear” BOL. A “Clear” BOL has no notations of damage or loss written on it. Tranz-Global Xpress Logistics, Inc does everything we can to protect our customers and shippers. In the event that there is damage to the freight that is the responsibility of customer to notify Tranz-Global Xpress Logistics, Inc immediately and we want to make our customers aware of the following facts in regards to cargo claims:

1. Shippers or Consignees must inspect and note any damage or loss on the BOL at the time of delivery, when the driver is still present, and take photos of the damage.
2. Tranz-Global Xpress Logistics, Inc or our carriers cannot be held responsible for “Concealed Damages”. The insurance companies will generally deny a claim if we are not given the opportunity to inspect the freight at time of pick up (freight is in a container, crate, or wrapped in a non-transparent covering). The insurance companies have no way of knowing if the alleged damage was there before we picked up the freight.
3. Tranz-Global Xpress Logistics, Inc or our carriers cannot be held responsible for the condition of “Used” machinery or equipment. There is no way of knowing in what condition the workings (internal or external) of that machine or equipment were in at time of pick up.
4. Federal regulations under the Carmack Amendment, 49 U.S.C. ss 14706, state that the motor carrier is liable for actual loss or damages to the property transported with the following exceptions:
 - A. Special damages, Loss of Revenues, punitive damages, and attorney fees are not generally available.
 - B. Moderate delays are not typically actionable claims. Only requirement for the motor carrier is “Reasonable Dispatch”.
 - C. Intervention of Public Authority was the cause of the damage.
 - D. Act of War/Public Enemy was the cause of the damage.
 - E. Act of God.
 - F. Act of the Shipper – freight must be packaged or prepared for shipment so it can withstand the normal perils of being loaded, unloaded, and transported. The shipper or consignee would be liable for any damage.

For the process refer to ***Cargo Claims Procedure and Documentation***

Tranz-Global Xpress Logistics, Inc is by no means liable for the claim, but is always willing to cooperate with the Shipper, Customer and Carrier to solve the claim filed. If no written agreement is in place at time of pickup, then PRTL will not be liable or responsible for any damages or losses occurring during the transit of the cargo as per federal laws that apply to freight brokers. Shipments originating in the United States are subject to the released value provisions in the National Motor Freight Classification (NMFC) in effect on the date of the shipment and shall be considered to be released at the lowest released value stated therein, unless a higher value, as provided for in the NMFC, is declared on this Bill of Lading and an additional charge is paid as described in Carrier’s tariffs. A FAK agreement exists between PRT and Logistic Services Inc and

Carrier it is available upon request and or published in our website.

In no case shall Carrier's liability exceed the maximum liability provided by the classification for items subject to released value, or the actual loss to the product, whichever is less. Federal regulations that govern the handling of Cargo Claims state that:

1. The claim must be filed with the motor carrier within 9 months of the date of delivery.
2. The motor carrier must acknowledge the claim within 30 days of receipt.
3. The motor carrier must provide written status reports every 60 days, with explanation of reasons for delay in resolving the claim.
4. Any lawsuit must be filed within 2 years from the denial by the motor carrier. TRANZ-GLOBAL XPRESS LOGISTICS, INC.' SERVICES INC will assist our customers/shippers in the filing, investigations, and working with our carrier's insurance company to handle the Cargo Damage or Loss Claim. All Cargo Claims will be handled at the highest level of priority. In the event of a potential cargo claim, please contact PRT and Logistic Services 787-200-9086 or email claims@tranzglobalxpress.com. Any civil action brought by Customer for cargo loss or damage must be filed by Customer within one hundred and eighty (180) days after the date of delivery; provided, however, that Customer's failure to comply with the claims notice and filing requirements set forth herein shall bar any such civil action. Neither party will liable to the other party for any indirect, consequential, special or punitive damages including, but not limited to, loss of production, loss of income or loss of profits (collectively "Special Damages") arising out of claims brought by the other party even if notice was given as to the possibility of such Special Damages and even if the Special Damages were reasonably foreseeable.

Cargo Claims Procedure and Documentation

1. Make an immediate inspection of all freight at time of delivery in the presence of the driver. Take photos of the freight and the damage. Digital photos work best, but anything is better than no pictures.
2. Make proper exceptions on all delivery receipts or Bill-of-Ladings in respect of all loss or damage existing at the time of delivery and during transit. It is most important that exact exceptions be taken in writing on the delivery receipt or Bill-of-Lading as to the condition of the freight. Be sure to keep a copy of the signed delivery receipt or Bill-of-Lading for your claim department.
3. Immediately contact our PRT and Logistic Services Inc, Claims Department with the information of the cargo damage or loss. That way we can start the process.
4. File the required Cargo Damage Claim Form and send it to claims@tranzglobalxpress.com
6. To enable cargo damage claims to be dealt with promptly, the consignee or their agent are advised to:
 - a. Provide a commercial invoice with the value of the freight. Cost of producing or manufacturing of the freight, NOT commercial value. Claims will not cover special damages such as loss of revenue, re shipping, labor or any other cost associated to it.

- b. DO NOT dispose of the freight and/or Material being claimed by the customer.
- c. Keep documentation for one hundred and eighty (180) days (Includes Photos) to provide as need.
- d. Allow the Carrier, Insurance and Freight reseller to inspect the freight at any time.
- e. Any obstacle or denial of cooperation will concur in automatic declination of the claim process.

9. Access to Customer's Facilities.

Customer shall provide the Carriers with access to the facilities necessary to load or unload the tendered shipments. Access to the facilities by the Carriers shall be without charge to the Carriers unless otherwise agreed to in writing between the parties. Customer is solely responsible for maintaining the loading and unloading facilities in a good and safe condition, and in compliance with all applicable laws, codes and regulations. Customer hereby waives and releases PRT and Logistic Services Inc from any liability for any loss or damage to its facilities or to Customer's personal property located on such facilities.

10. Packing and Marking.

All shipments tendered by Customer must be prepared and packaged to ensure safe ground transportation. By tendering a shipment to PRT and Logistic Services Inc or the Carriers, Customer certifies that the shipment is sufficiently packaged to withstand the normal rigors of truck transportation. Each package must be legibly marked, prior to the shipment being tendered for transportation. Any article susceptible to damage by ordinary handling must be adequately protected and packaged and marked in such a way as to alert PRT and Logistic Services Inc or the Carriers of the possibility of damage from ordinary handling and must bear appropriate labels. Failure to package properly any goods will result in a denial of cargo claim. Quotes are also affected by the packaging of the cargo. Improperly packaged cargo will void all quotes provided by Tranz-Global Xpress Logistics, Inc.

11. Shipments Not Accepted.

PRT and Logistic Services Inc will not accept shipments for transportation of the following nature:

- Explosives;
- Shipments requiring "protective security" or "guard surveillance service";
- Human remains;
- Precious metals, bullion or currency;
- Original works of arts, collections, antiques or precious stones; or

PRT and Logistic Services Inc reserves the right to refuse any shipment at point of acceptance that its representatives deem unacceptable for transit due to any security or safety concern.

12. Overcharge, Duplicate Payment and Over-Collection Claims.

Any overcharge, duplicate payment or over-collection claim made by Customer must be filed, in writing, with PRT and Logistic Services Inc within one hundred eighty (180) days from the date of PRT and Logistic Services Inc 's original freight bill.

13. Dispute Resolution.

PRT and Logistic Services Inc and Customer agree to cooperate fully with one another in connection with the resolution of any dispute that may arise in connection with the brokerage services provided by PRT and Logistic Services Inc. If the representatives of PRT and Logistic Services Inc and Customer that are primarily responsible for the negotiation and/or performance of such brokerage services are unable, after reasonably diligent effort, to resolve any dispute or controversy, the matter will be referred to an executive panel consisting of an executive of PRT and Logistic Services Inc and an executive of Customer that have not been directly involved in the negotiation of services, their performance, or prior efforts to resolve the dispute in question. If the executive panel is unable to resolve any dispute after reasonably diligent effort, the matter may, by mutual agreement, be referred to binding arbitration, or either party may resort to litigation.

14. Independent Contractor Relationship.

The relationship performed between PRT and Logistic Services Inc and Customer is that of one independent contractor with another, and that nothing herein is intended to create a joint venture, partnership, agency, or any employment relationship.

15. Waiver.

Customer and PRT and Logistic Services Inc waive any and all rights and remedies allowed under 49 U.S.C. § 14101 to the extent that such rights and remedies conflict with the terms and conditions of brokerage.

16. Quotes or Estimates:

1. Estimates of freight charges are furnished as a convenience to the shipping public. It only represents an approximation of freight charges which is **not binding OR contractual** either on the company or the customer. All transportation charges on shipment will be assessed on the basis of published provisions legally in effect at the time of shipment, as applicable to the commodity or commodities shipped and transportation and related services performed in connection therewith.
2. ESTIMATES OR QUOTES ARE BASED ON THE INFORMATION PROVIDED TO Tranz-Global Xpress Logistics, Inc. at the time of quoting.
3. QUOTATIONS ARE VALID FOR 30 DAYS. ACTUAL INVOICE CHARGES MAY DIFFER WHEN SHIPMENT WEIGHT, DIMENSIONS, PACKAGING (or lack of) OR DESCRIPTION OR CLASSIFICATION VARIES FROM THE ONES USED WHEN QUOTING.
4. ALL SHIPMENTS QUOTED AND TENDERED ARE TO BE PROPERLY PACKAGED OR CRATED FOR QUOTES TO BE VALID. A PROPERLY PACKAGED OR CRATED SHIPMENT IS ONE THAT ALLOWS CAPACITY AROUND IT TO BE

UTILIZED BY OTHER SHIPMENTS. FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN ADDITIONAL CHARGES ON THE FINAL INVOICE.

5. IT IS UNDERSTOOD THAT ALL FREIGHT TENDERED TO COMPANY MEET THE MINIMUM PACKAGING REQUIREMENT SET FORTH BY THE NMFC. POOR PACKAGING OR NO PACKAGING WILL RESULT IN THE CANCELLATION OF THE ORIGINAL QUOTE PROVIDED AND DENIAL OF DAMAGED CLAIMS.
6. AS A SELLER OF SPACE, WHEN COMPANY IS UNABLE TO USE EMPTY CAPACITY OR SPACE INSIDE A CONTAINER OR TRAILER AS A DIRECT RESULT OF CUSTOMER DEFFICIENT OR POOR PACKAGING OR CRATING, COMPANY RESERVES THE RIGHT TO INVOICE CUSTOMER FOR THAT UNUSED CAPACITY.
7. IF SPECIAL EQUIPMENT, RESIDENTIAL PICKUP / DELIVERY, OR SPECIAL HANDLING IS NEEDED IT SHOULD BE INFORMED WHEN QUOTING. **CHARGES MAY BE INCLUDED IN THE FINAL INVOICE FOR SERVICES PROVIDED BUT NOT QUOTED.**
8. INLAND LINEAL FOOT AND OCEAN LINEAL FOOT WILL APPLY TO SHIPMENTS OCCUPYING MORE THAN 12 LF AS COVERED IN THE APPENDIX A.
9. Shipments MUST be properly packaged or crated for ocean transportation. Irregular cargo (pumps, machinery, odd-shape pallets, etc.) are assumed to be properly crated when quoted as to allow space above it and/or around it to be utilized by carrier. If actual irregular cargo (not standard pallets measuring 48 x 40 x H) is not crated or is not properly packaged or is not stackable, quote will not be valid and the shipment will be invoiced for lineal feet (LF) used instead of actual cubic feet

17. Intellectual Property:

Tranzglobalxpress.com and all content included on this site (and Client Portal), including without limitation, text, graphics, logos, trademarks, trade names, button icons, images, pre-designed templates, sounds, software, processing and other functionality, and all other material placed by Tranz-Global Xpress Freight (collectively called the "Content"), and the collection, arrangement and assembly of the Content, is the property of or licensed by Tranz-Global Xpress is protected by U.S. and international copyright laws, trademark and other laws. Tranz-Global Xpress does not convey to anyone, by allowing access to Tranzglobalxpress.com, any rights in Tranzglobalxpress.com, ownership or otherwise, or in any Content appearing on or made available through Tranzglobalxpress.com. (a) no interest in the Content, whether in whole or in part, may be sold, assigned, encumbered, licensed or otherwise transferred by you or any third parties and (b) you may not copy, modify, translate, transmit, distribute, adapt, reproduce, decompile, reverse engineer or disassemble any part of Tranzglobalxpress.com or its Content. All service marks, trademarks, trade name, trade dress and other indicia of source used herein and otherwise by Tranz-Global Xpress (collectively called the "Marks") are proprietary to Tranz-Global Xpress or other respective owners that have granted Tranz-Global Xpress the right and license to use such Marks. You do not receive any trademark rights or any other rights in or to the Marks or to the Content.

18. Limitation of Liability

USE OF TRANZ-GLOBAL XPRESS FREIGHT AND THE CONTENT OF ITS WEBSITE WWW.TRANZGLOBALXPRESS.COM, MATERIALS AND SERVICES (INCLUDING CARRIER SERVICES) CONTAINED IN OR OFFERED THROUGH TRANZ-GLOBAL XPRESS FREIGHT IS AT YOUR SOLE RISK. NEITHER TRANZ-GLOBAL XPRESS FREIGHT NOR ANY OF ITS

AFFILIATED COMPANIES, FRANCHISEES, SUBSIDIARIES, SUPPLIERS, CARRIERS OR SERVICE PROVIDERS IN ANY EVENT WILL BE LIABLE TO ANY PERSON OR ENTITY FOR ANY DIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR OTHER INDIRECT DAMAGES ARISING UNDER THIS AGREEMENT UNDER ANY THEORY OF LAW (A) ARISING OUT OF YOUR USE OR INABILITY TO USE TRANZGLOBALXPRESS.COM IN ANY MANNER; (B) FOR ANY ERRORS IN THE CONTENT, MATERIALS AND SERVICES (INCLUDING CARRIER SERVICES) ON TRANZGLOBALXPRESS.COM; (C) FOR THE PROVISION OR USE OF ANY CONTENT, MATERIALS AND SERVICES (INCLUDING CARRIER SERVICES) VIA THIS TRANZGLOBALXPRESS.COM; (IV) FOR ANY NONDELIVERY, MISDELIVERY, LATE DELIVERY, OR LOST OR DAMAGED SHIPMENTS OR FOR ANY OTHER REASON RESULTING FROM YOUR USE OF TRANZGLOBALXPRESS.COM, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, BUSINESS OR DATA, EVEN IF YOU HAVE ADVISED TRANZGLOBALXPRESS, ANY OF ITS AFFILIATED COMPANIES, FRANCHISEES, SUBSIDIARIES, SUPPLIERS, CARRIERS AND/OR SERVICE PROVIDERS OF THE POSSIBILITY OF SUCH DAMAGES. YOU UNDERSTAND THAT IF YOU BECOME DISSATISFIED WITH THE TRANZGLOBALXPRESS.COM WEB SITE OR THE SERVICE OR TRANZ-GLOBAL XPRESS' POLICIES OR DISAGREE WITH ANY MODIFICATION TO THE TRANZGLOBALXPRESS.COM WEB SITE OR ANY THE SERVICE PROVIDED THROUGH THE TRANZGLOBALXPRESS.COM WEB SITE, THAT YOUR SOLE AND EXCLUSIVE REMEDY WILL BE TO DISCONTINUE YOUR USE OF THE TRANZGLOBALXPRESS.COM WEB SITE AND SERVICE IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.

19. Indemnity

You agree to defend, indemnify and hold harmless TRANZ-GLOBAL XPRESS and its affiliate companies and franchisees and their respective officers, directors, employees, agents and representatives from any and all claims arising out of your breach of any of these terms and conditions, and any of your activities conducted in connection with this site.

20. Changes to TRANZGLOBALXPRESS.COM

TRANZ-GLOBAL XPRESS may change TRANZGLOBALXPRESS.COM and its Content, at any time without notice. Your subsequent viewing or use of TRANZGLOBALXPRESS.COM will constitute your agreement to the changes and modifications.

21. Termination of Use

TRANZ-GLOBAL XPRESS may discontinue, suspend or modify TRANZGLOBALXPRESS.COM at any time with or without reason and without notice, and TRANZ-GLOBAL XPRESS may block, terminate or suspend any user's access to TRANZGLOBALXPRESS.COM at any time for any reason in its sole discretion, even if it allows access to others.

22. Links to Other Websites

TRANZGLOBALXPRESS.COM site contains "links" that allow you to visit the sites of third parties. Neither these sites nor the companies to whom they belong are controlled by TRANZ-GLOBAL XPRESS. TRANZ-GLOBAL XPRESS makes no representations concerning the information provided or made available on such sites nor the quality or acceptability of the products or services offered by any persons or entities referenced in any such sites. TRANZ-GLOBAL XPRESS makes no representations regarding the correctness, performance or quality of any software found at any such sites.

APPENDIX A

Descriptions	Amount
Advancing Charges	5% of advanced amount \$70.00 Min
After Business Hours	\$99.00/Labor hour (<i>Min chg of four hours service</i>)
Blind Shipments	\$92.50/Shipment
C.O.D.	7% of COD Amount \$70.00 Min \$70.00/Shipment for cancel or change
Consolidation-Distributions Handing Charge	\$40.00/Min per Shipment \$3.00/CWT
Construction and Utility Sites, Pickups or Deliveries	\$125.00/Min per Shipment \$9.00/CWT
Container Freight Stations Loading or Unloading	US Ports: \$70.00 per Shipment
Corrections to Bills of Lading	\$30.00 per correction made to original, received within 30 days of pickup.
Detention with Power	\$50.00 Min \$40.00/15 Minutes LTL
Detention without Power	\$110.00/Day
Diversion to Another Carrier	\$125.00 Min \$60.00/Labor hour (<i>Loading or unloading vehicle</i>) \$125.00 Min \$18.00/CWT (<i>Delivery service</i>)
Diversion to Bill Another Party	\$115.00 (<i>Rebill Documentation Process to change billing information</i>)
Excess Value	5% of declared value in excess of the initial max. liability. \$70.00 Min
Excessive Length	\$85.00/Shipment (<i>14 feet or more</i>) <i>see Lineal Foot Charges that may apply.</i>
Exhibition Sites Pickup or Delivery	\$115.00/Min per Shipment \$15.00/CWT
Extra Labor – Loading or Unloading	\$205.00 Min \$75.00/Labor hour

**Government Sites, Airports,
and Mines –
Pickups or Deliveries**

\$225.00/Min per Shipment

Hazardous Materials

\$8.00/CWT
\$50.00/Shipment
\$60.00/Permit (when required)
\$8.00/ExcessMile

High Cost Delivery Surcharge

\$45.00/Min per Shipment
\$6.30/CWT
\$110.00/Max

**Holiday or Weekend
Pickup or Delivery**

\$95.00/Labor hour (*Min chg of four hours service*)

**Homeland Security
In Bond Freight (US)**

\$20.00/Shipment
\$130.00/Min per Shipment
\$6.50/CWT
\$350.00/Max per Shipment
\$220.00 (*TIR Carnet*)
\$75.00 (*In Bond Seals*)
\$115.00 (*Customs Inspection Delay*)
Customs Release Forms:
\$70.00/Shipment
\$315.00.00 Max (*Multiple Forms*)

Inside Pickup or Delivery

\$70.00 Min
\$10.60/CWT
\$600.00 Max

Inspection of Shipment

\$30.00/Shipment

Lift Gate Service

\$75.00 / Min
\$8.50/CWT

INLAND / OCEAN Lineal Foot Application / Volume Shipment

A lineal foot charge shall apply when a shipment or combined portions thereof, meets all conditions of one of the following criteria:

Criteria #1:

- Equals or exceeds twelve feet (12') of the length of a trailer; and
- Exceeds four feet (4')/forty-eight inches (48'') of the width of a trailer; and
- Exceeds fifty inches (50'') of the height of a trailer.

Criteria #2:

- Equals or exceeds one hundred fifteen square feet (115 ft²) of the floor space of the trailer; and
- Exceeds fifty inches (50'') of the height of a trailer.

Description

INLAND: Charges shall be computed by applying the following rate per mile and/or following the carriers terms:

Up to 1200 miles \$0.13 cents per lineal foot: Over 1200 miles \$0.10 cents per lineal foot

(a) The dimensions of the shipment shall be calculated using the maximum length, width, and height measurements of the shipment.

(b) 115 square feet shall be rated as 12 lineal feet. Each increment of 8 square feet shall represent and addition of 1 lineal foot.

Example: $143 \text{ square feet} \div \text{by } 8 \text{ feet} = 17.875 \text{ feet}$, rounded down to 17 lineal feet

(c) Mileage will be calculated based on the HGB 100 series tariff.

(d) The Carriers LTL Fuel Surcharge applies in addition to the per Mile Rate.

(e) The lineal foot application shall be noted on the shipping order, bill of lading, delivery receipt, or other shipping document and include the lineal feet of loading space or percent of trailer the shipment occupies.

(f) Each shipment rated from this item will be subject to a minimum charge of \$500.00 or otherwise applicable pricing provisions, whichever is greater. Each shipment rated from this item is subject to a maximum charge equal to the Volume Shipment Pricing (VSP), refer to PRTL Customers service to get more details on the following quote options.

(g) The provisions of this item will not apply when a shipment exceeds 15,000 pounds per 28 foot trailer or would exceed 15,000 pounds on a pro-rated basis.

Example: 10,000 pounds shipment occupies 14 feet of loading space

$10,000 \text{ lbs} \div \text{by } 12 \text{ feet} = 833.33 \text{ lbs per foot} * 28 \text{ feet of trailer space} = 20,000 \text{ lbs}$

(h) This item will apply when, during one calendar day, two or more shipments are received from one shipper, at one origin address, destined to one consignee at the same destination delivery address on multiple bills of lading, when the shipments combined onto one bill of lading, qualify under the provisions of this item.

OCEAN: An Ocean Lineal Foot charge shall apply when a shipment or combined portions thereof, meets all conditions of one of the following criteria:

Criteria #1:

- Equals or exceeds twelve feet (12') of the length of a trailer; and
- Exceeds four feet (4')/forty-eight inches (48") of the width of a trailer; and
- Exceeds fifty inches (50") of the height of a trailer.

Criteria #2:

- Equals or exceeds one hundred fifteen square feet (115 ft²) of the floor space of the trailer; and
- Exceeds fifty inches (50") of the height of a trailer.

Shipments that meet Lineal Foot conditions, in addition to the application of inland lineal foot charge, will also incur an ocean lineal foot charge. This will occur when shipments are improperly packaged, not packaged, not crated when crating is needed, and any other circumstance preventing the carrier from utilizing the empty space available left by the shipment of interest. To determine the ocean lineal foot charge, the shipment will be rated using the following dimension and it will be noted on invoice with the following notation **BILLED USING OCEAN LINEAL FOOT APPLICATION RULE AND PROVIDE THE DIMENSIONS USED TO CALCULATE CUBE INVOICED.**

Length occupied by the shipment in inches (L) x 102" (W) x 110" (H). This will ensure that all

space is invoiced and accounted for.

Descriptions	Amount
Redelivery	\$70.00/Min per Shipment \$10.55/CWT \$1,000.00/Max per Shipment or Trailer
Relabeling	\$70.00/Min per Shipment \$6.00/Package
Residential Pickup / Delivery	\$99.00/Min per Shipment \$99.00/Min per Shipment \$10.50/CWT \$500.00/Max per Shipment or Trailer
Return Check	\$79.50/Shipment
Return Undelivered Shipment	\$70.00/Shipment, PLUS: Transportation to deliver the returned shipment to original shipper, using Tariff of the Carriers rate from original destination PRTL service center to the new place of delivery, including any minimum charge, if applicable.
Single Shipment	\$35.00/ Shipment
Storage	Free Time: INBOUND or SOUTHBOUND SHIPMENTS HAVE A TOTAL OF 10 CALENDAR DAYS FREETIME. After this period, storage charges will commence at the rate of \$99.00/Min per Shipment/5-Days; \$6.00/CWT/5-Days or \$.32 / CFT/5-Days, whichever is greater.
Sufferance (Canada)	\$30.00/US/Min (NB, ON, QC) \$60.00/US/Min (AB, BC, MB, NL,NT, NS, NU, PE, SK, YT) \$2.95/US/CWT \$150.50/US/Customs Examining Fee \$30.00/US/Customs Remanifest Fee \$133.50/US/Customs Inspection Delay \$6.05/US/CWT Handling \$60.00/US/Min \$6.05/US/CWT Storage \$60.00/US/Min
Weighing/Reweigh of Shipments	\$30.00/Shipment

DEFAULT OCEAN RATES:

<i>Rates Descriptions</i>	<i>Amount</i>	<i>Min</i>
Vessel Transportation from Elizabeth, NJ to PR	\$3.35 per Cubic Feet	\$125.00
Vessel Transportation from Elizabeth, NJ to PR	\$10.75 per Hundred Pounds Weight	\$125.00
Vessel Transportation from PR to Elizabeth, NJ	\$ 2.20 Per Cubic Feet	\$125.00
Vessel Transportation from PR to Elizabeth, NJ	\$ 7.25 Per Hundred Pounds Weight	\$125.00
Vessel Transportation from Jacksonville, FL to PR	\$2.55 per Cubic Feet	\$95.00
Vessel Transportation from Jacksonville, FL to PR	\$8.75 per Hundred Pounds Weight	\$95.00
Vessel Transportation from PR to Jacksonville, FL	\$2.00 Per Cubic Feet	\$85.00
Vessel Transportation from PR to Jacksonville, FL	\$7.75 Per Cubic Feet	\$85.00
US Main Land Transportation (Brokerage)	36% Discount	
Documentation	\$35.00	\$35.00
Fuel Surcharge	As applicable at Shipping time	%
Bunker	As applicable at shipping time	%
PR Delivery	Contact PRT's Office for Accurate Quote	%

Note 1: The applicable charges will be determined from comparing the CFT charges with the WT charges and applying the rate that produces the higher charges. The Broker reserves the right to verify information on the Bill of Lading and to make corrections when errors or discrepancies are found. Where rates are published in this section on the commodity transported from point of origin to destination, rates named in this section will apply unless a more specific rate is provided in writing by PRT & Logistics Services.

AGREEMENT TERMS AND CONDITIONS – Addendum

The Customer (“Customer”) and Tranz-Global Xpress Logistics., a Puerto Rico corporation (“Tranz-Global Xpress Logistics, Inc.”), hereby agrees as follows: 1. Parties. Customer is a Shipper and/or Consignee of certain goods it wishes to have transported. Tranz-Global Xpress Logistics, Inc.’ is registered as a transportation freight broker with the FMCSA under docket number MC-697115, with offices at 1057 N. Ellis Road Suites 12-14 Jacksonville, FL 32254. Tranz-Global Xpress Logistics, Inc.’ is not acting as either a Motor Carrier, or Common Carrier, or Contract Carrier within the meaning of USC Title 49.

Tranz-Global Xpress Logistics, Inc.’ contracts with various freight carriers (“Carriers”) on behalf of Customer for the purpose of arranging transportation of Carrier’s goods in interstate and foreign commerce. Tranz-Global Xpress Logistics, Inc.’ reserves the right, in its sole discretion, to refuse any shipment at any time. Tranz-Global Xpress Logistics, Inc.’ and the Customer may be collectively referred to as the “Parties” or individually either may be referred to as “Party” in this Agreement.

2. Tariffs; Terms and Conditions of Carrier. In the event of a conflict in the terms of this Agreement and applicable tariff then in effect with the carrier, this Agreement shall apply to the transport and shall take precedence in the interpretation of the rights and obligations of the Parties. Customer is responsible for requesting and reviewing Tariffs in effect with a designated Carrier. Tranz-Global Xpress Logistics, Inc.’ is not obligated to provide copies of motor carrier tariffs, or any information contained therein, to Customer.

3. Bills of Lading. The Customer is to use the Tranz-Global Xpress Logistics’ system-generated Bill of Lading (“BOL”). The Customer shall complete all the appropriate documents required for carriage, in light of the services being sought, and the pick up or destination requested. In the event the Customer fails to timely and properly complete the appropriate documents, Tranz-Global Xpress Logistics, Inc.’ may at its option, but without obligation, complete, correct or replace the documents. If a substitute form of BOL is needed to complete delivery of this shipment for any reason and Tranz-Global Xpress Logistics, Inc.’ completes that document, the terms of the completed BOL will govern and Tranz-Global Xpress Logistics, Inc.’ will be exonerated from all liability for undertaking such actions on behalf of the Customer including specifically liability for, in whole or in part, negligence by Tranz-Global Xpress Logistics, Inc.’. All Bills of Lading are non-negotiable and will have been prepared by the Customer or by Tranz-Global Xpress Logistics, Inc.’ on behalf of the Customer in accordance with the Customer’s instructions and approved by the Customer, and shall be deemed, conclusively, to have been prepared by the Customer. The Customer is to provide the Tranz-Global Xpress Logistics, Inc.’ BOL. Tranz-Global Xpress Logistics, Inc.’ shall have no obligation to make any payments or honor any rate quotes in any of the following instances: (i) the unauthorized alteration or use of bill of lading, or (ii) tendering of shipments to any carrier other than that designated by Tranz-Global Xpress Logistics, Inc.’, or (iii) the use of any bill of lading not authorized or issued by Tranz-Global Xpress Logistics, Inc.’.

4. Customer Representations and Warranties to Tranz-Global Xpress Logistics, Inc.’. The Customer represents and warrants that at all times during the term of this Agreement, it will be in compliance with all applicable laws, rules, and regulations, including applicable laws relating to customs, import and export required by country to, from, through or over which the shipment may be carried. The Customer agrees to furnish such information and complete and attach to the BOL such documents as are necessary to comply with such laws. Any individual or entity acting on behalf of the Customer in scheduling shipments or undertaking any other performance hereunder warrants and represents that he, she or it has the right to act on behalf of and legally bind the Customer. Tranz-Global Xpress Logistics, Inc.’ assumes no liability for any loss or expense due to the failure of the Customer to comply with this paragraph and Customer shall defend, indemnify and hold Tranz-Global Xpress Logistics, Inc.’ harmless for any claims or damages resulting from violation of this paragraph, including attorney’s fees and costs incurred by Tranz-Global Xpress Logistics, Inc.’.

5. Payment. All charges are payable in US Dollars and are due and payable fifteen (15) days from the date of delivery (net/15). Past due invoices shall be subject to an additional charge at the rate of 1½% per month of the average outstanding balance due. All funds received by Tranz-Global Xpress Logistics, Inc.' will be applied to the oldest (based on pick-up date) invoiced BOL outstanding. Overpayments do not accrue interest. In the event past due invoices are given to an attorney or collection agency for collection, Customer agrees to pay, in addition to the account balance, all interest payments, and collection costs including reasonable attorney's fees.

6. Credit Approval. Payment terms and credit limits are subject to credit approval, which shall be determined from time to time, in the sole and absolute discretion of Tranz-Global Xpress Logistics, Inc.'. Customer that have been inactive for more than ten (10) months are to re-apply for credit. The Customer grants Tranz-Global Xpress Logistics, Inc.' the right to perform credit and background searches as Tranz-Global Xpress Logistics, Inc.' deems necessary; and Tranz-Global Xpress Logistics, Inc.' has the right to remove credit privileges when payment terms are not satisfactorily met; without the consent or the need to notify Customer of such action. Customer is aware and agrees that a slow-pay experience (5 or more invoices exceeding 45 days) will result in the automatic removal of credit. When paying by credit card or electronic funds, the Customer agrees it will be responsible for all charges due and owing, including any adjustments, on account or such Customer's shipment. The Customer authorizes Tranz-Global Xpress Logistics, Inc.' to charge the Customer's credit card or bank account for any charges.

7. Determination of Charges. The Customer shall be liable for all charges payable on account of such Customer's shipment. Such charges may include transportation, fuel and other applicable accessorial charges, any charges made by the carrier(s) after the shipment, and all duties, customs assessments, governmental penalties, fines and taxes. Tranz-Global Xpress Logistics, Inc.' reserves the right to amend or adjust charges and to re-invoice the Customer in the following events: (i) if the original quoted amount was based upon incorrect information provided by the Customer; or (ii) if additional services by the carrier were required; or (iii) if the Customer authorized the carrier to perform the pick up, transportation and delivery functions other than contemplated by the BOL. Any dispute by customer of any invoice issued by Tranz-Global Xpress Logistics, Inc.' shall be made in writing, specifically indicating the nature of the dispute and made within 30 days from the date of the invoice. In the event Tranz-Global Xpress Logistics, Inc.' does not receive timely written notice of the dispute, the charges will be conclusively presumed to be valid.

8. Lien. Tranz-Global Xpress Logistics, Inc.' shall have a lien on the shipment for all sums due it relating to this shipment or any other amounts owed by Customer. Customer authorizes Tranz-Global Xpress Logistics, Inc.' to advise third parties of asserted liens and to hold possession of any shipment against which a lien is asserted.

9. Claims and Limitations of Liability. Tranz-Global Xpress Logistics, Inc.' is not liable for any loss, damage, misdelivery or non-delivery caused by: (i) the act, default or omission of a Carrier; the Customer or any other party who claims interest in the shipment; or (ii) the nature of the shipment or any defect therein; or (iii) a violation by the Customer of any provision of this Agreement, the BOL, the carrier's tariff, including, improper or insufficient packing, securing, marking or addressing; or (iv) failure to observe any of the rules relating to shipments not acceptable for transportation or shipments acceptable only under certain conditions; or (v) acts of God, perils of the air, public enemies, public authorities, acts or omissions of Customs or quarantine officials, war, riots, strikes, labor disputes, shortages, weather conditions or mechanical delay or failure of vehicles, aircraft or other equipment; or (vi) the acts or omissions of any person other than employees of Tranz-Global Xpress Logistics, Inc.'; or (vii) the selection of carrier for a particular shipment. Customer acknowledges that in order to provide competitive rates for the services that the parties have agreed as a material term of this Agreement that the risk of loss or damage incurred as a result of Tranz-Global Xpress Logistics' alleged liability shall be limited to the fees that Tranz-Global Xpress Logistics, Inc.' has earned with respect to the subject shipment. Customer specifically acknowledges that Tranz-Global Xpress Logistics, Inc.' shall have no liability for negligent acts or omissions of its employees except to the extent such actions or omissions constitute gross negligence. There is a

minimum claim amount of fifty dollars (\$50) (after limit of liability rule has been applied) on damage/shortage claims in order for Tranz-Global Xpress Logistics, Inc.' to file a claim with the carrier. There is a minimum claim amount of fifty dollars (\$50) (after the 1/3 rule has been applied) on for concealed damage claims in order for Tranz-Global Xpress Logistics, Inc.' to file a claim with the carrier.

10. Insurance. The Customer will look solely to its own insurance, a Shipper's policy, or insurance provided by the carrier for damage to goods in transit. Each carrier's governing tariff will determine the standard liability cargo insurance coverage offered on any shipment, subject to any exception value. If the shipment contains freight with a predetermined exception value, as determined by the selected carrier, the maximum exception liability will override the liability coverage otherwise provided by the tariff. The Customer acknowledges a claim for damages does not relieve it for payment under the terms of this Agreement. Timely payment is a condition precedent to the processing of a damage or insurance claim. All freight cargo claims should be submitted immediately to Tranz-Global Xpress Logistics, Inc.' for transmission to the Carrier or its insurer. Tranz-Global Xpress Logistics, Inc.' will attempt to assist in the resolution of freight claims, but has no responsibility or liability therefore. Where a damage claim is submitted with carrier on behalf of Customer, Tranz-Global Xpress Logistics, Inc.' shall have a lien on any amounts recovered to the extent of open past due invoices on the Customer's account. Tranz-Global Xpress Logistics, Inc.' has optional Shippers Interest Contingent Cargo Liability Insurance ("Third Party Insurance") available for purchase by the Customer. Tranz-Global Xpress Logistics, Inc.' has no responsibility or liability with respect to the issuance or denial of Third Party Insurance, or in the payment or denial of claims.

11. Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, TRANZ-GLOBAL XPRESS LOGISTICS, INC.' MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO SHIPMENTS, WAREHOUSED GOODS, ITEMS IN TRANSIT OR DELIVERIES OR WITH REGARD TO THE INFORMATION PROVIDED ON THE WEBSITE OR SERVICES RELATED TO TRANSACTIONS CONDUCTED ON THIS WEBSITE. TRANZ-GLOBAL XPRESS LOGISTICS, INC.' CANNOT GUARANTEE DELIVERY BY ANY SPECIFIC TIME OR DATE. IN NO EVENT, SHALL TRANZ-GLOBAL XPRESS LOGISTICS, INC.' BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES RELATING TO LOSS OF PROFITS OR INCOME, WHETHER OR NOT SUCH DAMAGES WERE REASONABLY FORESEEABLE OR MADE KNOWN TO TRANZ-GLOBAL XPRESS LOGISTICS, INC.'. 12. Rates. "Less than Load" Rates ("LTL") rates are based on the calculated density and/or freight class as determined by the National Motor Freight Classification ("NMFC") and are weight based. All displayed transit times are estimates only and do not include day of pickup. LTL pickup dates are not guaranteed. Truckload rates ("TL") rates are based on Dock Door Pickup/Dock Door Delivery and Shipper Load/Consignee Unload and are mileage based. Additional fees may apply for charges including, Tractor Detention, Trailer Detention, and Driver Assistance. Customer must tender this load to carrier at the agreed upon rate, or pay a "truck ordered, not used" penalty at cost. Air Freight rates are based on the greater of actual or dimensional weight. If an Air Freight shipment contains oversize freight, additional charges and transit delays may apply. Van Line rates are based on mileage, weight (actual or density) and commodity/product type. Flatbed rates are based on transport equipment type, mileage and weight. If a shipment includes over-dimensional freight, additional charges and transit days may apply. All displayed transit times are estimates only and do not include day of pickup. Pickup dates are not guaranteed.

13. Guaranteed Services. Tranz-Global Xpress Logistics, Inc.' will provide LTL Guaranteed Services for additional charge, if requested by the Customer. LTL delivery times generally do not begin to run until the day after the pickup of the shipment, except as otherwise noted by the carrier selected. Guaranteed Service transit times do not include holiday and/or "no service" days as defined by the individual carrier. The Customer is liable for all charges related to the shipment. In the event of a carrier's failure to comply with the guaranteed service requested, the Customer shall have fourteen (14) days from the actual delivery date of shipment to file a written claim request with Tranz-Global

Xpress Logistics, Inc.'. If Tranz-Global Xpress Logistics, Inc.' does not timely receive a claim request within fourteen (14) days, the service provided by the LTL carrier will be deemed to have met all guaranteed service standards and the claim request will be considered invalid and denied. In the event of the carrier's failure to comply with the guaranteed service requested and after the carrier has agreed to liability and has paid the amount to Customer to Tranz-Global Xpress Logistics, Inc.', Tranz-Global Xpress Logistics, Inc.' will credit the account of Customer with such amount and paid by the carrier. In no event shall Tranz-Global Xpress Logistics, Inc.' be liable, nor will any account be credited if the Customer does not use Tranz-Global Xpress Logistics' BOL.

14. Attorneys' Fees. Should any legal proceeding be commenced between the Parties concerning the terms of this Agreement, or the rights and duties of the Parties, the prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to costs, expenses and reasonable attorney fees.

15. Binding Nature of Agreement; Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and assigns, except that no party may assign, delegate or transfer any of its obligations under this Agreement without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld.

16. Disclaimer Regarding Accuracy of Information. Although care has been taken to ensure the accuracy, completeness, and reliability of the Information provided, Tranz-Global Xpress Logistics, Inc.' makes no warranty, expressed or implied, as to the results obtained from the use of the "Online Tracking System" for its freight and air delivery services. TRANZ-GLOBAL XPRESS LOGISTICS, INC.' SHALL HAVE NO LIABILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE "ONLINE TRACKING SYSTEM" AND CANNOT BE HELD LIABLE FOR ANY THIRD-PARTY CLAIMS OR LOSSES OF ANY DIRECT, INDIRECT, SPECIAL, OR INCIDENTAL DAMAGES RESULTING FROM, ARISING OUT OF, OR IN CONNECTION WITH THE INFORMATION. In the event that the user has obtained from the "Online Tracking System" any Information that is inaccurate, wrong, different in any way, or does not relate to his particular shipment, Tranz-Global Xpress Logistics, Inc.' encourages said user to report the Information using the "Notification Mechanism" found on its Tracking webpage. Information obtained through Tranz-Global Xpress Logistics, Inc.'s "Online Tracking Service" is the private property of Tranz-Global Xpress Logistics, Inc.'. Tranz-Global Xpress Logistics, Inc.' authorizes the user to use the "Online Tracking System" solely to track shipments tendered by or for the user to Tranz-Global Xpress Logistics, Inc.' for delivery and for no other purpose. Without limitation, the user is not authorized to make the Information available on any web site or otherwise reproduce, distribute, copy, store, use or sell the Information for commercial gain without the express written consent of Tranz-Global Xpress Logistics, Inc.'. Any access or use that is inconsistent with these terms is unauthorized and strictly prohibited.