

SHIPPER TERMS & CONDITIONS

1. APPLICABILITY Unless to the extent otherwise specified in writing these Terms & Conditions shall constitute an agreement between RELIANCE GLOBAL LOGISTICS or any of its subsidiaries (hereafter "BROKER" or "RELIANCE") and applicant (hereafter "SHIPPER" or "CUSTOMER"). As consideration for the use of RELIANCE'S services (the "Services") and/or the advancement of credit, applicant(s) individually, jointly and severally agrees to the Terms & Conditions set forth below. These Terms & Conditions are expressly incorporated into the credit agreement signed by applicant, as referenced by the site of these Terms & Conditions (www.reliancelog.com/tc). Furthermore, performance of any work by BROKER for CUSTOMER shall constitute acceptance by CUSTOMER of these Terms & Conditions. The CUSTOMER agrees to these Terms & Conditions, which no agent or employee of the parties may change, alter or in any way transform. These Terms & Conditions shall apply to all shipments by CUSTOMER. BROKER reserves the right to alter or amend these Terms & Conditions. If not stated within the carrier's General Rules Tariff, the following TERMS & CONDITIONS shall control. In the case of conflict between the TERMS & 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; however, under no circumstance shall the scope of RELIANCE 's liability be greater than specified in these TERMS & CONDITIONS. All Terms, including, but not limited to, all the limitations of liability, shall apply to the selected carrier and their agents and contracted carriers.

2. PAYMENT FOR SERVICES

A. CUSTOMER is subject to credit approval. RELIANCE intends to perform a credit check based on the information provided at the time of enrollment by the CUSTOMER. The amount of credit, if any, granted to the CUSTOMER is at the sole discretion of RELIANCE. Subject to approval of CUSTOMER'S credit, net payment shall be due 30 days from invoice date unless otherwise noted in writing.

B. CUSTOMER shall pay BROKER for the Services provided by BROKER under these Terms & Conditions at the rates and charges as agreed between the parties. All payments by CUSTOMER shall be remitted to BROKER at the following address: RELIANCE GLOBAL LOGISTICS PO BOX 20305 Charleston, SC 29413-0305.

C. BROKER shall invoice by the shipment. CUSTOMER may require submittal of a bill of lading and/or proof of delivery with invoice as a condition of payment. Payment of invoices shall be made by CUSTOMER within thirty (30) days after invoice date. Past-due invoices are subject to a service charge, calculated on the outstanding balance. All amounts not paid by CUSTOMER within thirty (30) days shall be subject to interest at the rate of one and one-half percent (1 ½ %) per month. The service charge is not intended as an alternative to payment when due.

D. 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. The CUSTOMER is liable for all charges payable on account of such CUSTOMER'S shipment, including but not limited to transportation, fuel and other applicable accessorial charges, including all adjustments issued by the carrier(s) after the shipment, and all duties, customs assessments, governmental penalties and fines, taxes, and RELIANCE'S attorney fees and legal costs allocable to this shipment and/or all disputes related thereto. Except as otherwise provided in these Terms & Conditions, all lawsuits concerning disputed invoices, including lawsuits by BROKER against CUSTOMER for unpaid invoices, shall be commenced in the Superior Court of South Carolina, Anderson County. SHPPER shall pay BROKER all reasonable expenses of litigation, including attorney's fees, costs and expenses, in all successful actions by BROKER to collect unpaid invoices from CUSTOMER.

E. CUSTOMER agrees to pay any convenience fees charged by RELIANCE related to the payment of services via credit card or other electronic payment methods. RELIANCE shall have a lien on the shipment for all sums due it relating to this shipment or any other amounts owed by CUSTOMER. RELIANCE reserves the right to amend or adjust the original quoted amount or re-invoice the CUSTOMER if the original quoted amount was based upon incorrect information provided at the time of the original quote or if additional services by the carrier were required or otherwise authorized by the CUSTOMER to perform the pickup, transportation and delivery functions therein. When paying by credit card or electronic funds in advance of the shipment ("Pre-Pay"), the CUSTOMER agrees it will be responsible for all charges payable, including any adjustments, on account of such CUSTOMER'S shipment. These charges and adjustments, if any, may be automatically debited from the CUSTOMER'S credit card or bank account. CUSTOMER is permitted thirty (30) business days from the date of the invoice to dispute any invoiced charges. If RELIANCE does not receive a written dispute within the allowable thirty (30) business days, the disputed item will be denied by RELIANCE. This information can be provided to you prior to booking any shipment, or any time after the shipment. RELIANCE reserves the right, at its sole discretion, to refuse any shipment at any time.

3. BROKER'S OBLIGATIONS

A. General.

(1) Compliance with Laws, Rules and Regulations. BROKER shall have authority from the Department of Transportation to act as and provide services as a property broker. BROKER shall comply with all applicable provisions of the Interstate Commerce Act, related laws, rules and regulations of the FMCSA, and all applicable state and local laws, rules and regulations to the extent they govern BROKER'S operations.

(2) Prompt Service. BROKER shall promptly and efficiently retain and contract with Carriers as necessary to meet CUSTOMER'S transportation needs.

(3) Delay; Accidents. BROKER shall notify CUSTOMER of any accidents, spills, theft, hijacking or other events which impair the safe and prompt delivery of CUSTOMER'S goods in its control.

(4) On-Hand Freight. BROKER shall notify CUSTOMER of any refused freight at CUSTOMER and/or third party locations and request additional instructions regarding delivery or storage of the refused goods. Such notice by BROKER shall, as soon as reasonably practical.

B. Delivery Receipts and Bills of Lading

(1) Delivery Receipt. Except as otherwise provided in an Exhibit, BROKER shall obtain an acknowledgement of delivery for all shipments by notation on the bill of lading. At the request of CUSTOMER, BROKER agrees to provide copies of same to CUSTOMER in sufficient detail to substantiate billing for the services provided. BROKER shall retain such records for two (2) years after delivery of the involved shipments or for such greater period of time as may be required by federal or state laws, rules, or regulations.

(2) Bill of Lading. All Bills of Lading are NON-NEGOTIABLE and have been prepared by the enrolled CUSTOMER or by RELIANCE on behalf of the CUSTOMER and shall be deemed, conclusively, to have been prepared by the CUSTOMER. Any unauthorized alteration or use of Bills of Lading or tendering of shipments to any carrier other than that designated by BROKER or the use of any Bill of Lading not authorized or issued by BROKER shall VOID BROKER'S obligations to make any payments relating to this shipment and VOID all rate quotes. 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, pickup or destination requested, the CUSTOMER hereby instructs RELIANCE, where permitted by law, to complete, correct or replace the documents for them at the expense of the CUSTOMER. However, BROKER is not obligated to do so. If a substitute form of Bill of Lading is needed to complete delivery of this shipment and BROKER completes that document, the terms of this Bill of Lading will govern. RELIANCE is not liable to the CUSTOMER or to any other person for any actions taken on behalf of the CUSTOMER under this provision.

C. Carrier Insurance Requirements

Broker shall only tender CUSTOMER'S loads to those Carriers that maintain policies of insurance as follows: (i) cargo insurance with minimum limits of liability of \$100,000 per occurrence; (ii) automobile liability insurance with minimum limits of liability of \$1,000,000 combined single limit for bodily injury and property damage; (iii) comprehensive general liability with contractual liability insurance with minimum limits of liability of \$1,000,000 per occurrence; (iv) worker's compensation insurance with minimum limits as may be required by statute; and (v) any other insurance required by the Department of Transportation or any other federal, state or local regulatory agency

4. RATES Less Than a Truck Load ("LTL") rates are based on the freight class as determined by the NMFC (National Motor Freight Classification) and are weight based. Truck Load ("TL") rates are based on Dock Pickup; Dock Delivery; Shipper Load; Consignee Unload and are state to state and mileage based. Where rates are based on mileage, mileages will be determined through the use of the most current version of Pro Miles (Zip Code to Zip Code) at the time the load is tendered. Additional charges may apply for charges including but not limited to Tractor Detention, Trailer Detention, Driver Assistance, Lumper and Layover. 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 days may apply. Van Line rates are driven by mileage, weight and commodity or product type. Flatbed rates are based on equipment type, mileage, weight and dimensions. If a flatbed shipment contains oversize 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.

5. WARRANTIES CUSTOMER is responsible for and warrants their compliance with all applicable laws, rules, and regulations including but not limited to 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 the Bill of Lading such documents as are necessary to comply with such laws, rules and regulations. RELIANCE 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 CUSTOMER.

6. BROKER/CARRIER LIABILITY; SHIPPER LIABILITY

A. **BROKER Liability is Limited.** BROKER shall not be liable, under any circumstances, to SHIPPER for the loss or damage to SHIPPER's goods. Liability, if any, for such losses and damages to SHIPPER shall be borne solely by the Carrier. BROKER'S liability to SHIPPER, if any, for any breach of representation, warranty or covenant under these Terms & Conditions shall be limited to the total compensation for services provided by BROKER under these Terms & Conditions in connection with such services. 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. RELIANCE is not a motor carrier as it does not transport cargo. Therefore, regardless of the Terms & Conditions of the motor carrier that performs the transportation services for RELIANCE on behalf of the CUSTOMER, RELIANCE's liability shall be at most equal to the liability of the motor carrier, but under no circumstances shall it exceed the limitations of liability set forth in these Terms & Conditions. These Terms & Conditions, however, shall not serve to affect or limit the liability of the motor carrier performing the transportation services for the CUSTOMER. Instead, the Terms & Conditions of the motor carrier shall control the rights and responsibilities between the CUSTOMER and the motor carrier. If you have any questions regarding carrier insurance or carrier liability, please contact RELIANCE for more details. Insurance information will be provided to the CUSTOMER upon request. RELIANCE is not liable for any loss, late-delivery, non-delivery, or consequential damages caused by the act, default or omission of the carrier, CUSTOMER or any other party who claims interest in the shipment, or caused by the nature of the shipment or any defect thereof. RELIANCE is not liable for losses, late-delivery or non-delivery caused by violation(s) by the CUSTOMER of any of the Terms & Conditions contained in the Bill of Lading or of the carrier's General Rules Tariff including, but not limited to, improper or insufficient packing, 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. RELIANCE is not liable for losses, 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. RELIANCE 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 RELIANCE. Subject to the limitations of liability contained in the Bill of Lading and the carrier's General Rules Tariff, RELIANCE shall only be liable for loss, damage, missed delivery or non-delivery caused by RELIANCE's own gross negligence. RELIANCE's liability therefore shall be limited to the fees that RELIANCE has earned with respect to the subject shipment. RELIANCE cannot guarantee delivery by any specific time or date. In any event, RELIANCE shall not be liable for any special, incidental or consequential damages, including but not limited to loss of profits or income, whether or not RELIANCE had knowledge that such damages might be incurred. RELIANCE is only a freight broker.

B. **Claims; Processing.** BROKER shall, without assuming any liability for loss or damage Claims, assist CUSTOMER in its pursuit of CUSTOMER Claims against liable Carriers. All freight cargo claims should be submitted immediately to RELIANCE to help ensure timely resolution. 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 CUSTOMER must contact RELIANCE within 3 days after taking delivery. The filing of a claim does not relieve the responsible party for payment of freight charges. Freight payment is necessary in order for a carrier to process a claim. Any claim, dispute or litigation relating to these Terms & Conditions, any shipment scheduled or tendered hereunder or through RELIANCE's website, or relating to any and all disputes between RELIANCE and the enrolled CUSTOMER, Shipper and/or Consignee and/or Brokers for any enrolled CUSTOMER, Shipper and/or Consignee, shall be filed in the District Court of Anderson County, South Carolina and shall be subject to South Carolina law.

C. **Shipper Liability.** CUSTOMER shall be directly liable to BROKER and its Carriers for costs and accessorial charges incurred by either as the result of an order being canceled by CUSTOMER or as required to perform pick-up or delivery of CUSTOMER orders. Shipper is responsible for insuring proper packaging of freight. Any claims where damage to product is determined to be the result of improper packing could result in denial of claim.

7. TERMS & CONDITIONS CUSTOMER agrees to be bound by all of the Terms & Conditions contained in this agreement. RELIANCE may modify the Terms & Conditions of this agreement from time to time, upon mailing notice of such change to CUSTOMER at the address shown on RELIANCE's records or by posting the most up to date Terms & Conditions on www.reliancelog.com/tc. Such changes shall be effective for all transactions between RELIANCE and CUSTOMER after the date of the notice. Applicant's representative by agreeing to these Terms & Conditions or by signing the RELIANCE credit application attests solvency, ability and willingness to pay RELIANCE's invoices in accordance with the Terms & Conditions established.