

Shipper Terms and Conditions

UNLESS AND TO THE EXTENT OTHERWISE SPECIFIED IN WRITING BETWEEN SHIPPER (“APPLICANT”) AND AIRFREIGHT.COM OR ANY OF ITS SUBSIDIARIES (“SELLER” or “Airfreight.com”), AS CONSIDERATION FOR THE USE OF AIRFREIGHT.COM’S SERVICES AND/OR THE ADVANCEMENT OF CREDIT, APPLICANT(S) INDIVIDUALLY, JOINTLY AND SEVERALLY (“Customer”) AGREES TO THE TERMS AND CONDITIONS SET FORTH BELOW. THESE TERMS AND CONDITIONS ARE EXPRESSLY INCORPORATED INTO ANY CREDIT AGREEMENT SIGNED BY CUSTOMER, ANY BILL OF LADING EXECUTED BY AIRFREIGHT.COM, CUSTOMER, OR CARRIER, AND ALL OTHER TRANSACTIONS BETWEEN CUSTOMER AND AIRFREIGHT.COM. THESE TERMS AND CONDITIONS ARE POSTED AT: <https://www.airfreight.com/terms-and-conditions/>.

The Customer agrees to these TERMS AND CONDITIONS, which no agent or employee of the parties may change, alter or in any way transform. These TERMS AND CONDITIONS shall apply to all shipments by Customer. Airfreight.com reserves the right to alter or amend these TERMS AND CONDITIONS. If not stated within the carrier's General Rules Tariff, the following TERMS AND CONDITIONS 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; however, under no circumstance shall the scope of Airfreight.com's liability be greater than specified in these TERMS AND 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.

1. **Rates.** Truck Load (“TL”) rates are based on Dock Door Pickup/Dock Door Delivery and Shipper Load/Consignee Unload and are state to state and mileage based. Additional charges may apply for charges including but not limited to, Tractor Detention, Trailer Detention, and Driver Assistance, 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 state to state/mileage, weight (actual or density) and commodity/product type. Flatbed rates are based on equipment type, state to state/mileage and weight. 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.
2. **Hazardous Materials.** Customer and Airfreight.com shall comply with all applicable laws and regulations relating to the transportation of hazardous materials as defined in 49 CFR §172.800 and §173 et seq. to the extent that any shipments constitute hazardous materials. Customer is obligated to inform Airfreight.com immediately if any such shipments do constitute hazardous materials. Customer shall defend, indemnify and hold Airfreight.com harmless from any penalties or

liability of any kind, including reasonable attorney fees, arising out of Customer's failure to comply with applicable hazardous materials laws and regulations.

3. **Independent Contractors.** It is understood between Airfreight.com and Customer that Airfreight.com is not an agent for the Carrier or Customer and shall remain at all times an independent contractor. Customer does not exercise or retain any control or supervision over Airfreight.com, its operations, employees, or carriers.
4. **Waiver.** Failure of either party to insist upon performance of any of these terms and conditions, or to exercise any right or privilege herein, or the waiver of any breach of any of these terms and conditions, shall not be construed as thereafter waiving any such terms, conditions, provisions, rights or privileges, but the same shall continue and remain in full force and effect as if no forbearance or waiver had occurred.
5. **Back Solicitation.** Customer shall not solicit the services of Airfreight.com's motor or other freight carriers where the Customer's use of such carrier first occurred through the Airfreight.com's efforts. If the Customer breaches this provision, Airfreight.com shall be entitled, as reasonable damages and not as a penalty, to a commission of fifteen percent of the gross revenue from traffic assigned by Customer to such carrier for a period of fifteen months. Customer also agrees that the breach of this provision entitles Airfreight.com to be entitled to obtain an injunction against Customer in a court of competent jurisdiction, at Airfreight.com's option.
6. **Terms of Payment.** All Customers are subject to credit approval. Airfreight.com 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 Airfreight.com. Subject to approval of Customer's credit, net payment shall be due 30 days from invoice date unless otherwise noted in writing. Past-due invoices are subject to a service charge, calculated on the outstanding balance, at the lesser of (i) the rate of one and one-half percent (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.
 - (a) 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 Airfreight.com's attorney fees and legal costs allocable to this shipment and/or all disputes related thereto. Customer agrees to pay any

convenience fees charged by Airfreight.com related to the payment of services via credit card or other electronic payment methods. Unless otherwise agreed, brokers arranging shipments for clients shall be liable, jointly and severally, for all charges payable on account of such client's shipment. Airfreight.com shall have a lien on the shipment for all sums due to it relating to this shipment or any other amounts owed by Customer. Airfreight.com 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 Airfreight.com does not receive a written dispute within the allowable thirty (30) business days, the disputed item will be denied by Airfreight.com. This information can be provided to customer prior to booking any shipment, or anytime after the shipment. Airfreight.com reserves the right, at its sole discretion, to refuse any shipment at any time.

7. **Warranties.** The 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. Airfreight.com 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.
8. **Bills of Lading.** All Bills of Lading are NON-NEGOTIABLE and have been prepared by the enrolled Customer or by Airfreight.com 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 Airfreight.com, or the use of any Bill of Lading not authorized or issued by Airfreight.com shall VOID Airfreight.com'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, pick up or destination requested, the Customer hereby instructs Airfreight.com, where permitted by law, to complete, correct or replace the documents for them at the expense of the Customer. However, Airfreight.com is not obligated to do so. If a

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

(a) If requested by Customer, Airfreight.com agrees to provide customer with proof of acceptance and delivery of loads in the form of a signed Bill of Lading or Proof of Delivery, as specified by Customer. Customer's or any other party's insertion of Airfreight.com's name on the bill of lading shall be for convenience only and shall not change Airfreight.com's status as a property broker. Customer understands that even when, for Customer's convenience, Airfreight.com is listed on the bill of lading, Airfreight.com is not a motor or other freight carrier and will not perform transportation of freight. The terms and conditions of any freight documentation used by Airfreight.com or carrier selected by Airfreight.com may not supplement, alter, or modify the terms of this Agreement except as expressly provided herein.

9. **Limitations of Liability and Claims.** Airfreight.com is a broker only and not a motor carrier. Airfreight.com has no responsibility to transport and delivery Customer's freight but is solely responsible for arranging for transportation of Customer's freight with a motor carrier authorized by the Federal Motor Carrier Safety Administration to operate in interstate commerce as a motor carrier of property. Airfreight.com has no responsibility, liability or involvement in the issuance of insurance, the denial of insurance, or in the payment of claims. Airfreight.com does not carry insurance for customers. Any insurance purchased is purchased directly through the motor carrier. The individual carrier's governing General Rules Tariff determines the carrier's liability, limitations of liability, and the amount of excess liability available. 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. Insurance information will be provided to the customer upon request.

(a) Airfreight.com will facilitate and attempt to assist in the resolution of freight claims, but has no responsibility or liability related to any claim. Individual carriers are responsible for adjusting, paying, declining, or otherwise resolving freight claims. All freight claims should be submitted immediately to Airfreight.com 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 Airfreight.com within 5 days after taking delivery. The filing of a claim does not relieve the responsible party for payment of freight charges. Freight charge payment is necessary in order for a carrier to process a claim. Customer may not offset claims or any other amounts from freight charges owed to Airfreight.com. Airfreight.com may offset freight or other charges owed by Customer from claims or other payments made to Customer by Airfreight.com or carrier. If payment of claim is made by Airfreight.com to Customer, Customer automatically assigns its

rights and interest in the claim to Airfreight.com so as to allow Airfreight.com to subrogate its loss.

(b) Airfreight.com 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. Airfreight.com is not liable for losses, 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 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. Airfreight.com 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, inherent vice, or mechanical delay or failure of aircraft or other equipment. Airfreight.com 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 Airfreight.com.

(c) Subject to the limitations of liability contained in the Bill of Lading and the carrier's General Rules Tariff, Airfreight.com shall only be liable for loss, damage, mis-delivery or non-delivery caused by Airfreight.com's own gross negligence. Airfreight.com's liability therefore shall be limited to the fees that Airfreight.com has earned with respect to the subject shipment.

(d) AIRFREIGHT.COM 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. AIRFREIGHT.COM CANNOT GUARANTEE DELIVERY BY ANY SPECIFIC TIME OR DATE. IN ANY EVENT, AIRFREIGHT.COM SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR INCOME, WHETHER OR NOT AIRFREIGHT.COM HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED, UNLESS AIRFREIGHT.COM EXPRESSLY AGREES IN WRITING TO ASSUME SUCH LIABILITY.

(e) These TERMS AND CONDITIONS shall not serve to affect or limit the liability of the freight carrier performing the transportation services for the Customer. Instead, the terms and conditions of the freight carrier shall control the rights and responsibilities between the Customer and the Freight Carrier. If you have any questions regarding carrier insurance or carrier liability, please contact Airfreight.com for more details.

10. **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 Airfreight.com's website, or relating to any and all disputes between Airfreight.com and the enrolled Customer, Shipper and/or Consignee and/or Brokers for any enrolled Customer, Shipper and/or Consignee, shall be filed in the state or federal courts embracing Long Beach, California and shall be subject to California law.
11. **Changes to Terms & Conditions.** Customer agrees to be bound by all of the terms, conditions contained in any credit application. Airfreight.com may modify these terms and conditions from time to time, upon mailing notice of such change to Customer at the address shown on Airfreight.com's records or by posting the most up to date terms and conditions on www.[insert].com. Such changes shall be effective for all transactions between Airfreight.com and customer after the date of the notice/posting.
12. **Website Access.** Customer agrees that all user I.D's, passwords, and information viewed on the web site shall be kept in strict confidence by all persons receiving access, and Customer warrants that no person shall in any way attempt to view information other than that permitted by the limited access granted, or attempt to modify any aspect of the web site. Customer also agrees that it shall not knowingly populate the web site with data that is inaccurate, or in any way corrupted so as to cause damage to the web site or any of the other data situated on the web site. Customer further agrees to indemnify and hold Airfreight.com harmless from any and all damages, costs, actions, causes of action, regardless of nature, including but not limited to court costs and attorney's fees, which may arise from, out of or in connection with any act or omission of any person (whether or not an employee of agent of Customer) who gains access to, alters, or adds any data or information on the web site as a direct or indirect result of the access granted by Airfreight.com. Customer acknowledges that Airfreight.com reserves the right to terminate any and all access to the web site granted to any person pursuant to this or any other application, which termination of access may occur at any time, with or without notice, and for any reason or for no reason, in Airfreight.com's unfettered discretion.