

Terms & Conditions

Customer (Shipper): _____

Customer hereby certifies that information furnished in this application is current and accurate. False or incorrect information may constitute grounds for immediate termination. The term of this agreement shall be for one (1) year and shall automatically renew for successive one (1) year periods; provided however, that either party may terminate this agreement on 30 days prior written notice to the other party. In the event of termination (except for providing false information) any work in progress shall be completed as required under this Agreement. If the parties continue to conduct business after termination, the provisions of this agreement will continue to apply.

Our payment receiving terms are NET 15 days from invoice date.

Customer affirms that it is solvent, is not currently a party to any actual or threatened bankruptcy proceeding, is not being dissolved or otherwise liquidating its assets and can timely satisfy all financial obligations to One Source Logistics. Customer affirms that there are no open judgments, suits pending or threatened, or liens pending or threatened against Customer.

Finance charge of 1.5% per month (18% annum) added to accounts 30 days or more past due.

If One Source Logistics utilizes the services of a collection agency or attorney to collect any amounts due, Customer agrees to pay all associated collection costs, attorney fees, and court costs

Customer will promptly notify One Source Logistics of any change in control or ownership.

Customer understands that One Source Logistics is a transportation broker only, which arranges the transportation of freight by independent third party motor carries. Customer agrees that One Source Logistics will not fill out Bills of Lading and does not act as the delivering carrier.

One Source Logistics records phone calls for quality assurance and training purposes.

In the event of cargo loss or damage, Customer must file a claim with the delivering motor carrier for the loss within nine (9) months from the date of such loss, shortage or damage, which for purposes of this Agreement shall be the delivery date or, in the event of non-delivery, the scheduled delivery date. Customer understands motor carriers under contract with One Source Logistics are required to maintain cargo loss and damage liability insurance in the amount of \$100,000.00 per shipment. By signing below, Customer acknowledges that: (a) loads valued in excess of \$100,000.00 will not be tendered without first giving prior written notice to allow One Source Logistics and/or the contracted motor carrier the opportunity to arrange for increased insurance limits. Failure to provide written notice will result in your loads not being insured to the extent the value exceeds \$100,000.00 for which Customer assumes all risk of loss; (b) It is responsible for accurate descriptions of cargo as well as any special temperature, seal and other handling requirements; (c) It has packaged cargo for transportation by motor carrier in compliance with applicable federal regulations.

The state and federal courts located in Jefferson County, Kentucky, (or the state and federal courts of the county which is the Customers principal place of business) as selected by One Source, shall have exclusive jurisdiction and shall be the exclusive venue with respect to any claim, dispute or lawsuit arising in connection with any transactions, loads, or other business between One Source Logistics and Customer. Customer waives any objections to venue in Jefferson County, Kentucky and the county in which its principal place of business is located.

In the event Customer is negligent or breaches the terms of this Agreement and there is a resulting claim, lawsuit, or damages asserted, or imposed against One Source Logistics, it agrees to indemnify, defend, and hold One Source Logistics harmless (including reasonable attorney fees) to the fullest extent of the law.

Unless otherwise agreed in writing you may be responsible for unloading charges and other accessorial charges, including but not limited to truck ordered and not used, consignee charge backs, detention, over weight/ over dimension, rerouting and storage costs.

By signing below, Customer acknowledges that : (a) the individual executing this agreement has authority to do so, and (b) no motor carriers will be dispatched until these Terms and Conditions are signed and returned to One Source, or agreement is indicated by clicking on " I agree" on the One Source webpage

Signature

Printed Name

Title

Date