

## **TERMS AND CONDITIONS OF BROKERAGE SERVICE**

The Customer ("Customer") and VP Freight & Logistics, LLC a Limited Liability Company , hereby agrees as follows:

### **1. Application**

Unless superseded by a written agreement signed by an authorized representative of VP Freight & Logistics which agreement expressly disclaims these Terms and Conditions, these Terms and Conditions apply to and govern VP Freight & Logistics provision of Services. Any contracts, rate confirmation, bill of lading, shipping tickets, agreements, or any other documents relating to the transportation services provided by VP Freight & Logistics will be subject to these Terms and Conditions and in the event of a conflict between the terms and conditions of any other agreement, these Terms and Conditions shall govern.

### **2. Parties**

Customer is a Shipper and/or Consignee and/or Owner of certain goods it wishes to have transported. VP Freight & Logistics is registered as a transportation motor carrier with the FMCSA under docket number MC-1480418, with offices at 445 Neptune Avenue Brooklyn, NY 11235. VP Freight & Logistics reserves the right, to refuse any shipment at any time. VP Freight & Logistics and the Customer may be collectively referred to as the "Parties" or individually either may be referred to as "Party" in this Agreement.

### **3. Compliance with the Law and Insurance.**

VP Freight & Logistics represents and warrants that it is duly and legally qualified to operate as a motor carrier and that it shall arrange to provide the transportation services requested by its Customer. VP Freight & Logistics agrees to comply with all federal, state and local laws regarding the provision of its motor carrier services.

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### **4. Customer Represents and Warrants**

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 over which the shipment may be carried. The Customer agrees to furnish such information and complete the BOL and applicable 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. VP Freight & Logistics assumes no liability for any loss or expense due to the failure of Customer to comply with this paragraph and Customer shall defend, indemnify and hold VP Freight & Logistics harmless for any claims or damages resulting from violation of this paragraph, including attorney's fees and costs incurred by VP Freight & Logistics.

## **5. Customer Requirements**

Customer shall provide all information and instructions to VP Freight & Logistics which are required by law and reasonably necessary for VP Freight & Logistics to safely and efficiently arrange for the transport of Customer's shipments, to include accurate descriptions and weights of the cargo. Customer shall not tender dangerous commodities to VP Freight & Logistics under any circumstances. Customer shall not tender any shipment to VP Freight & Logistics when the content of the shipment could be expected to taint, contaminate or corrode the quality and condition of other freight being transported on the same trailer with the Customer shipment.

VP Freight & Logistics shall charge and Customer shall pay the rates and charges set forth in an individual rate agreement ("spot quote") signed by the parties, or such rates as otherwise agreed in writing prior to commencement of the Services (including, without limitation, by email). Customer shall also be responsible for any additional applicable accessorial service charges, including, but not limited to, charges for detention, loading and unloading, equipment ordered but not used. VP Freight & Logistics agrees to submit to Customer an invoice for all services provided together with proof of delivery, if applicable. If VP Freight & Logistics has, in its sole discretion, extended credit to Customer, Customer agrees to pay all invoices for all services within 30 days of receipt without offset unless agreed to otherwise in writing by authorized VP Freight & Logistics representative. Invoices not paid within this time limit will be subject to interest at the rate of 1.5% (or, if less, the maximum rate permitted by applicable law) per month or any part thereof plus attorney's fees or other costs of collection. All rates quoted and/or charged by VP Freight & Logistics will be articulated in U.S. dollars.

## **6. Shipping Documents**

Bills of Lading. In the event that VP Freight & Logistics prepares and/or issues a bill of lading, VP Freight & Logistics shall be under no obligation to specify thereon the number of pieces, packages and/or cartons, etc., unless Customer or Customer's agent specifically requests VP Freight & Logistics to specify such in writing, VP Freight & Logistics accepts such responsibility in writing, and Customer agrees to pay for same. In such an event, VP Freight & Logistics shall rely upon and use information supplied by Customer in completing the bill of lading(s).

## **7. Disclaimer of Warranties**

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, VP Freight & Logistics 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. VP Freight & Logistics CANNOT GUARANTEE DELIVERY BY ANY SPECIFIC TIME OR DATE. IN NO EVENT, SHALL VP Freight & Logistics 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 VP LOGISTICS.

## **7. General Lien**

General Lien and Right To Sell Customer's Property. VP Freight & Logistics shall have a general and continuing lien on any and all property of Customer coming into VP Freight & Logistics actual or constructive possession or control for monies owed to VP Freight & Logistics with regard to the shipment on which the VP Freight & Logistics is claimed, or for prior shipment(s), and/or both. VP Freight & Logistics shall have the right, but not the obligation, to enforce its lien rights in VP Freight & Logistics sole and exclusive discretion.

## **9. Cost of Collections**

Costs of Collection. In the event that Customer defaults in any payments to VP Freight & Logistics, VP Freight & Logistics shall be entitled to all costs of collection, including attorneys' fees, and interest at 1.5% per month or the highest rate allowed by law, whichever is less, unless a different amount is agreed to by VP Freight & Logistics.

## **10. C.O.D or Cash Collect Shipments**

VP Freight & Logistics shall exercise reasonable care regarding written instructions pertaining to "cash/collect on deliver" (C.O.D.) shipments, bank drafts, cashiers and/or certified checks, letter(s) of credit and other similar payment documents and/or instructions regarding collection of monies. b. VP Freight & Logistics shall not incur liability if the bank or consignee (if relevant) refuses to pay for the shipment.

## **11. Indemnity/Hold Harmless**

Customer agrees to indemnify, defend and hold VP Freight & Logistics harmless from any and all claims, costs, fees, expenses and liabilities (collectively, "Claims") arising from or in connection with the Customer's breach of any of the terms of this Agreement. VP Freight & Logistics shall be entitled to control the handling and disposition of any such Claims that are subject to indemnity, including the selection of legal counsel of VP Freight & Logistics choosing; provided, however, that VP Freight & Logistics shall not settle any such Claim without (i) notifying the Customer of the proposed settlement in advance, and (ii) obtaining the Customer's consent to settle the Claim, which consent shall not be unreasonably withheld by Customer. b. In the event that a claim, suit, or proceeding is brought against VP Freight & Logistics in connection with this Agreement, VP Freight & Logistics will give prompt notice in writing to the Customer by mail at the most recent address provided to VP Freight & Logistics by Customer.

## **12. Disclaimers/Limitation of Liability**

VP Freight & Logistics makes no express or implied warranties in connection with its services and specifically waives all implied warranties, unless such warranties are specifically set forth in this Agreement. b. Subject to subsection (d) below (if applicable), Customer acknowledges and agrees that in connection with any and all services performed by VP Freight & Logistics, VP Freight & Logistics shall only be liable for its grossly negligent acts which are the direct and proximate cause of any injury to Customer or Customer's goods. VP Freight & Logistics shall not be liable under any circumstances for special, indirect, exemplary or consequential damages, or for lost revenue, loss of profits, savings, or other economic loss arising out of or in connection with this Agreement, and in no event shall VP Freight & Logistics be liable for the acts of Third Parties, even if VP Freight & Logistics is made aware of the possibility of such damages in advance. c. Subject to subsection (d) below (if applicable), in no event shall VP Freight & Logistics total liability for any and all claims, costs, expenses, losses and fees arising from or related to any service provided by VP Freight & Logistics (collectively, "Claims") exceed the standard liability agreed upon between the carrier and VP Freight & Logistics at time of shipment, or \$0.60 per pound of freight transported under a relevant single bill of lading, up to a maximum of \$100,000 whichever is less for all freight identified on any relevant single bill of lading. This limitation of liability shall apply to all Claims regardless of the legal theory under which such Claims are brought, including but not limited to negligence, breach of contract and/or tort, and regardless of whether VP Freight & Logistics was advised in advance of the possibility of such Claims. d. Customer may obtain additional liability coverage in connection with all services performed by VP Freight & Logistics, up to the actual or declared value of the shipment or transaction, provided that all of the following conditions have occurred: (i) Customer notified VP Freight & Logistics of the full value of the freight in writing no less than five (5) business days prior to shipping by VP Freight & Logistics, and (ii) Customer has obtained an approved freight rate from VP Freight & Logistics in writing for the full, disclosed value of the freight, and (iii) Customer declares the same full value of the freight on the VP Freight & Logistics bill of lading, and (iv) all transportation charges are paid in full by Customer prior to any claim being paid by VP Freight & Logistics.

## **13. Insurance**

VP Freight & Logistics is under no obligation to obtain, and will not obtain, insurance on Customer's behalf; however, upon request, VP Freight & Logistics will endeavor to assist Customer with locating insurance coverage. Such assistance is provided solely as a convenience to Customer; In all cases, Customer shall pay all premiums and costs in connection with procuring requested insurance. Any claims that are payable under an insurance policy obtained by Customer shall be handled directly with the relevant insurer.

## **14. Quotations**

Not Binding. Quotations of fees given by VP Freight & Logistics to the Customer are strictly for informational purposes and are subject to change without notice. No quotation shall be considered binding upon VP Freight & Logistics unless VP Freight & Logistics consents in writing to consider such quotation as a statement of rates for the specific transaction between VP Freight & Logistics and that specific Customer.

## **15. Choice of Law**

These Terms and Conditions and the relationship of Customer and VP Freight & Logistics shall be governed by applicable Federal law of the United States and by the law of the State of Illinois and any dispute arising out of any such act or contract shall be within the exclusive jurisdiction of the federal or state courts sitting in Illinois without giving consideration to choice of law principles thereof.