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

The Customer ("Customer") and Visual Pak Logistics, LLC a Limited Liability Company (Hereinafter "VP Logistics"), hereby agrees as follows:

### **1. Application**

Unless superseded by a written agreement signed by an authorized representative of VP Logistics which agreement expressly disclaims these Terms and Conditions, these Terms and Conditions apply to and govern VP 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 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 Logistics is registered as a transportation freight broker with the FMCSA under docket number MC-684404, with offices at 1909 S. Waukegan Road, Waukegan, IL 60085. VP Logistics is not acting as either a Motor Carrier, or Common Carrier, Or Contract Carrier within the transportation of Carrier's goods in interstate and foreign commerce. VP Logistics Reserves the right, to refuse any shipment at any time. VP 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 Logistics represents and warrants that it is duly and legally qualified to operate as a property broker and that it shall arrange to provide the transportation services requested by its Customer. VP Logistics agrees to comply with all federal, state and local laws regarding the provision of its brokerage services. The Parties understand and agree that VP Logistics operates as an independent third party entity and that VP Logistics is NOT a motor carrier in its sale, negotiation, and arrangement of transportation for compensation and that the actual transportation which VP Logistics shall arrange for its Customer shall be provided by third party motor carriers. VP Logistics is in compliance with all bonding requirements imposed upon it by law, including its requirement to maintain a surety bond.

#### **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 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. VP 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 Logistics harmless for any claims or damages resulting from violation of this paragraph, including attorney's fees and costs incurred by VP Logistics.

#### **5. Customer Requirements**

Customer shall provide all information and instructions to VP Logistics which are required by law and reasonably necessary for VP 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 Logistics under any circumstances. Customer shall not tender any shipment to VP 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. Customer shall not tender to VP Logistics loads valued in excess of \$100,000 unless 48 hours prior written notice and acceptance. If any of the shipments tendered to VP Logistics are to be moved to or from either Canada or Mexico, Customer represents and warrants that the shipment shall be tendered to the Motor Carrier with all required documentation and permits needed to cross the borders of the United States into or out of Canada or Mexico and that VP Logistics shall have no liability for any failure to deliver such a shipment due to inadequate documentation or instructions or for failure to pay customs charges or other charges relating to import or export shipments.

#### **6. Payment and Rates**

VP 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 Logistics agrees to submit to Customer an invoice for all services provided together with proof of delivery, if applicable. If VP 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 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 Visual Pak Logistics will be articulated in U.S. dollars.

## **7. Contracts with Motor Carriers**

VP Logistics warrants that it has entered into, or will enter into, bilateral written contracts with each carrier it utilizes in the performance of this Agreement. VP Logistics shall make reasonable efforts to arrange for Customer's shipments with authorized Motor Carriers to perform the necessary transportation services required to transport Customer's shipments with reasonable dispatch under Customer's direction. VP Logistics further warrants that contracts comply with all applicable federal and state laws and regulations and agrees to use only Motor Carriers who possess all of the insurance coverages required by applicable law.

## **8. Shipping Documents**

In no event shall any Terms or Conditions of any bill of lading, cargo receipt, proof of delivery or other shipment specific documentation (other than the Spot Quote) relating to a shipment apply to any Services provided by VP Logistics or otherwise be binding on VP Logistics. Customer will not insert VP Logistics name as the "carrier" on a bill of lading, and VP Logistics inclusion as the "carrier" on any bill of lading shall not impact VP Logistics status as a property broker. In the event of Customer's insertion of VP Logistics name on bill of lading shall be for convenience only and will also not change VP Logistics status as property broker.

## **9. Claims and Limitations of Liability**

It is understood and agreed that VP Logistics is a BROKER and not a Motor Carrier and that as a BROKER shall not be liable for loss, damage or delay in the transportation of Customer's property unless caused by BROKER's negligent acts or omissions in the performance of this agreement. VP Logistics may assist at their sole discretion, in the claim filing process against the motor carrier on Customer's behalf. If VP Logistics is to assist on customer's behalf, they will use reasonable efforts to assist and cooperate with Customer to investigate and process with the motor carrier any freight loss or damage claims occurring in the course of the arrangement of transportation services rendered to such Customer. Customer must submit written claim to BROKER within sixty (60) days of delivery, or sixty (60) days of the date delivery should have occurred if no delivery is made.

## **10. Disclaimer of Warranties**

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

**11. Choice of Law**

These Terms and Conditions and the relationship of Customer and VP 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.