



UCW LOGISTICS, LLC TERMS AND CONDITIONS

If credit is extended, Customer agrees to pay for all freight and related services arranged or provided by UCW logistics, LLC (UCWL) at the rates specified and confirmed at the date of each shipment, or date that other services are provided. Payments shall be due within 30 days of date of invoice. Customer's payment obligations to UCW logistics, LLC shall not be subject to the receipt of payment by Customer from any other party. In the event of non-payment, Customer will: (1) pay two percent (2%) per month service charge on all past-due amounts; (2) pay all collection costs including reasonable attorney fees. Customer agrees that these Terms are binding on Customer, and agrees and consents to venue of Greenville, South Carolina for any legal action. These Terms and Conditions are expressly incorporated by this reference, into all transportation and other related agreements entered into by the parties, verbal or written.

UCWL agrees to arrange for transportation of Customer's freight pursuant to these Terms and Conditions and in compliance in all material respects with all federal, state and local laws and regulations relating to the brokerage of the freight covered by these Terms and Conditions. UCWL's responsibility under these Terms and Conditions shall be limited to arranging for, but not actually performing, transportation of Customer's freight. In no event shall UCW Logistics be liable to Customer for special, incidental, or consequential damages that relate to loss, damage or delay to a shipment, unless Customer has informed UCW Logistics in written or electronic form prior to or when offering a shipment or series of shipments to UCW Logistics, of the potential nature, type and approximate amount of such damages, and UCW Logistics specifically agrees in written or electronic form to accept responsibility for such damages.

Customer shall defend, indemnify and hold UCWL harmless from and against any claims actions or damages, including, but not limited to cargo loss, damage, or delay and payment of rates and/or accessorial charges to carriers, arising out of Customer's performance under these Terms and Conditions. Neither party shall be liable to the other party for any claims, actions or damages due to such other party's own negligence or intentional acts. Failure of insurance coverage, for any reason, shall not exonerate either party from its indemnity obligations hereunder. The obligation to defend shall include all costs of defense as they accrue. The limit of any liability for UCWL shall not exceed monetary insurance limits including comprehensive general liability insurance of \$1,000,000 per occurrence, truck broker liability insurance of \$1,000,000 and contingent cargo liability insurance of \$100,000, unless otherwise expressly agreed to by both parties. UCW Logistics shall have no liability for shipments in Mexico.

Customer certifies and represents that: it (he/she) has received a copy of these Terms and Conditions; all information provided to UCWL is true and correct; and that Customer expressly intends UCWL to rely upon it. Customer grants permission to UCWL to contact any or all references, trade and bank including commercial credit reporting agencies, at any time before or after extending credit to Customer, and that the bank(s) is authorized to disclose account numbers, changes in account numbers (including without limitation closing of any accounts), as well as account names, balances, and account histories.