

## TERMS AND CONDITIONS OF BROKERAGE SERVICES

JetEx Logistics, LLC provides an on-line and e-mail quote service to the Customer, Shipper, and/or Consignee (hereinafter collectively referred to as "Customer") to obtain an instant comparison of various freight carriers or shipping companies, thereby simplifying the process for the Customer of obtaining shipping rates from each of these carriers or companies individually. JetEx Logistics provides this service, subject to the Terms and Conditions set forth below, for heavy freight, including but not limited to LTL (less than truck load), TL (truck Load), intermodal, flatbeds, oversized shipments, and air freight. By using this service, Customer hereby agrees to these Terms and Conditions.

Any individual or entity acting on behalf of Customer in scheduling shipments using this service warrants that it has the right to act on behalf of Customer and the right to legally bind Customer.

### **BROKERED FREIGHT**

Section 1. JetEx Logistics is operating under its license as a Freight Broker. JetEx Logistics, operating as a broker, reserves the option to deal with any shipment tendered to it as an agent for the shipper.

Section 2. JetEx Logistics is a freight broker and not a shipper or a freight carrier. It reserves the right, in its sole discretion, to refuse any shipment at any time.

### **APPLICATION OF CARRIERS' GENERAL RULES TARIFFS**

Section 3. The General Rules Tariffs, set forth by the carriers, will take precedent in all legal proceedings and when applicable, will take precedence over the Terms and Conditions stated herein. If not stated within the carrier's General Rules Tariff, the Terms and Conditions stated herein shall control. All terms, including but not limited to all the limitations of liability, shall apply to the selected carrier and their agents and contracted carriers.

### **RATES/QUOTES**

Section 4. LTL (less than truck load) Rates are based on the freight class as determined by the NMFC (National Motor Freight Classification) and are weight based. All displayed transit times are estimates only and do not include day of pickup. Pick-up dates are not guaranteed.

TL (truck load) Rates are based on Dock Door Pick-Up/Dock Door Delivery and Shipper Load/Consignee Unload and are state-to-state and mileage based. Additional fees may apply for charges including but not limited to, Tractor Detention, Trailer Detention, and Driver Assistance. Truckload cancellations require 12-hour notice to avoid penalty. Once JetEx Logistics has contracted with a Carrier to move a truckload shipment, the scheduled load must be tendered to the Carrier as requested on the bill of lading at the agreed upon price, or a fee will be assessed for equipment not used.

- (a) Van Line rates are driven by state to state/mileage, weight (actual or density) and commodity/product type.
- (b) Flatbed rates are based on equipment type, state-to-state/mileage and weight. If a flatbed shipment contains oversized freight, additional charges

and transit days may apply. All displayed transit times are estimates only and do not include day of pickup. Pick-up dates are not guaranteed.

Section 5. As part of the anti-terrorism rules and regulations, inspection of freight that moves cross border (to or from Canada or Mexico) may result in carriers (LTL, TL and Intermodal) applying charges to shipments by U.S. Customs. These random inspections are not known at time of shipment and therefore are excluded from all quotes. Any applicable costs associated with random border inspections will be the responsibility of Customer.

Section 6. All items tendered to JetEx Logistics or Carrier are subject to reweighing, reclassification and are subject to recalculation of charges based on such reweighing. Regardless of actual classification, or that claimed by the shipper. Carrier shall reserve the right to determine classification based off the National Motor Freight Classification (NMFC) database or by said carrier(s) General Rule Tariff.

Section. 7. (a) The consignor or consignee shall be liable for the freight and other lawful charges accruing on the shipment, as billed or corrected and will be liable for transportation charges where there has been an erroneous determination of the freight charges assessed, based upon incomplete or incorrect information provided by the consignor.

(b) Notwithstanding the provisions of subsection (a) above, the consignee's liability for payment of additional charges that may be found to be due after delivery shall be as specified by 49 U.S.C. § 13706, except that the consignee need not provide the specified written notice to the delivering carrier if the consignee is a for-hire carrier.

Section 8. The Customer shall be liable, jointly and severally, 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 JetEx Logistics' attorney fees and legal costs allocable to this shipment and/or all disputes related thereto. Unless otherwise agreed, agents, shippers, consignees or other brokers scheduling shipments for the Customer shall be liable, jointly and severally, for all charges payable on account of such Customer's shipment. JetEx Logistics shall have a lien on the shipment for all sums due it relating to this shipment, or any other amounts owed by Customer. JetEx Logistics 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 pick-up, transportation and delivery functions therein. Such adjustment may include but is not limited to changes made due to an improper classification or over length charges of the freight at issue by customer or JetEx. Customer is permitted fifteen (15) business days from the date of the invoice to dispute any invoiced charges. If JetEx Logistics does not receive a written notice of a dispute within the allowable fifteen (15) business days, the disputed item will be denied by JetEx Logistics and the Customer is responsible to pay for the disputed charge.

### **OVER-DIMENSION/LENGTH SHIPMENTS**

Section 9. If a shipment exceeds 12 feet in any dimension or is over six pallets, or weighs more than 7500 pounds, please call JetEx Logistics for rate quote for possible additional charges.

Incorrect denotation of the over-dimension shipments will result in an increase in charges and additional fees from carrier. The Customer will be responsible for all applicable fees from the carrier, including (but not limited to) any reweigh and NMFC reclassification fees.

### **BILLS OF LADING**

Section 10. Customer is required to use JetEx Logistics' Bill of Lading. All Bills of Lading are non-negotiable and have been prepared by or on behalf of the Customer. Any unauthorized alteration or use of the Bills of Lading or tendering shipments to any carrier other than that designated by JetEx Logistics shall void Jet Ex Logistics' obligations related to the shipment and void all rate quotes.

Section 11. If the Customer fails to complete all documents required for carriage, or if the documents which they submit are not appropriate for the services, pick up or destination required, the Customer hereby instructs JetEx Logistics, where permitted by law, to complete, correct or replace the documents for them at the expense of the Customer. However, JetEx Logistics is not obligated to do so and it is not liable to the Customer or to any other person for any actions taken on behalf of the Customer under this provision. If a substitute form of Bill of Lading is needed to complete delivery of this shipment and JetEx Logistics completes that document, the terms of the substituted Bill of Lading will govern.

### **CUSTOMER'S WARRANTIES**

Section 12. Customer warrants that it will advise JetEx Logistics in the event that its registration and/or compliance with federal regulations regarding security plan and training requirements, and any amendments related thereto, related to hazardous materials expires or is terminated. The Customer agrees to furnish such information and documentation as necessary to establish its compliance with customs laws, import and export laws and governmental regulation of any country to, from, through or over which the shipment may be carried, and hazardous materials regulations. JetEx Logistics 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. 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. Customer agrees to indemnify JetEx Logistics for any and all claims and damages incurred as a result of Customer's failure to comply with this provision.

Section 13. Shipper warrants that the shipment is packaged sufficiently and to the standards of the NMFTA to prevent damage that would arise in the normal handling of truck shipments. Any glass, fragile items, or electronic equipment must be identified as such and be professionally packaged or crated for shipment or any claim against such shipment will be denied. Shipper warrants that the shipment is properly described on the freight document (bill) as to its proper contents and/or value. JetEx Logistics or carrier(s) reserves the right to open and inspect any shipment.

### **LTL GUARANTEED SERVICES**

Section 14. LTL Guaranteed Services are inclusive of transit times only as noted by the carrier selected. These services are provided by the respective Carriers. Guaranteed Service transit times do not include holiday and/or no service days as defined by the individual carrier. This service is not a guarantee for Pickup. Pickup Day is not included in the qualification and calculation of LTL transit time. The Customer is liable for all charges related to the shipment. Any claim by the Customer for failure to deliver the shipment timely shall be asserted against the carrier, not JetEx Logistics. In the event of carrier failure to comply with the guaranteed service requested, the Customer is permitted ten (10) business days from the actual delivery date of shipment to file a claim require in

writing with JetEx Logistics. If JetEx Logistics does not receive a written claim request or receive the request after the allowable ten (10) business days, the service provided by the LTL carrier will be deemed to have met all guaranteed service standards and the claim request will be automatically be considered invalid and denied. In the event of carrier failure to comply with the guaranteed service required and after the carrier has agreed to liability, JetEx Logistics will credit the account of the said Customer. In no event shall JetEx Logistics be liable nor will any account be credited if the Customer does not use JetEx Logistics' Bill of Lading.

### **LIMITATIONS OF LIABILITIES**

Section 15. The limitations of liability in the Carrier's General Rules Tariff apply to Carrier and JetEx Logistics, pursuant to applicable federal statutes and as hereinafter provided.

Section 16. The individual Carrier's governing General Rules Tariff determines the standard liability cargo insurance coverage offered by the Carrier. 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. Customer agrees and acknowledges that JetEx Logistics is not liable for any loss, damage, miss-delivery, non-delivery, or untimely delivery by a Carrier.

Section 17. In all cases not prohibited by law, where a lower value than the actual value of the said property has been stated in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum recoverable amount for loss or damage, whether or not such loss or damage occurs from negligence.

Section 18. (a) JetEx Logistics shall not be liable for any loss or damage to a shipment or for any miss-delivery, non-delivery, or delay caused by the act, default, or omission of the Carrier. JetEx Logistics shall not be liable for any loss, damage, miss-delivery or non-delivery caused by the nature of the shipment or any defect thereof or when the property is stopped and held in transit upon the request of the shipper, owner, or are entitled to make such request. JetEx Logistics shall not be liable for any loss, damage, miss-delivery or non-delivery caused by the nature of the shipment or any defect or vice thereof. Further, JetEx Logistics shall not be liable for any loss, damage, miss-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.

(b) JetEx Logistics shall not be responsible for loss, damage, miss-delivery or non-delivery caused by an Act of God, the public enemy, the authority of law, perils of the air, acts or omissions of Customers or quarantine officials, war, riots, strikes, labor disputes, weather conditions or mechanical delay or failure of aircraft or other equipment, or the act or default of shipper. JetEx Logistics shall not be liable for loss, damage, miss-delivery or non-delivery which results from faulty or impassible highway, bridge, or ferry, or from riots or strikes. JetEx Logistics shall not be liable for failure to comply with delivery or other instructions from the Customer or its agents or for the acts or omissions of any person other than employees of JetEx Logistics.

(c) JetEx Logistics' liability, irrespective of limitations set forth in the Carrier's tariff, is limited to \$0.50 per pound up to a maximum of \$100.00 unless greater amount is declared prior to the shipment, declared on the bill of lading, and applicable declared value charges paid thereon. The maximum declared value for any shipment is \$100,000.00. JetEx Logistics and/or the Carrier shall not be liable for items of extraordinary value including, but not limited to: works of art, jewelry, money, precious gems, furs, coins, bullion, securities, and other negotiable items. Such items may be accepted but the maximum liability is \$100.00 per shipment.

(d) For a financial document shipper, liability limits include but are not limited to, deposits, records, checks and similar items, JetEx Logistics' liability limits as described above applies only to the cost of reproduction, not actual value.

(e) Where the Carrier is directed by consignee or consignor to unload or deliver property at a particular location where consignor, consignee, or the agent of either, is not regularly located, the risk after unloading or delivery shall not be that of the Carrier or JetEx Logistics.

**Section 19. JETEX LOGISTICS 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. JETEX LOGISTICS CANNOT GUARANTEE DELIVERY BY ANY SPECIFIC TIME OR DATE. IN ANY EVENT, INCLUDING BUT NOT LIMITED TO LOSS, DAMAGE, NON-DELIVERY OR DELAY OF ANY SHIPMENT, JETEX LOGISTICS SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR INCOME, LOSS OF INTEREST OR LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT JETEX LOGISTICS HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.**

#### **PAYMENT FOR SERVICES**

Section 20. Payments for shipping fees are due fifteen (15) days from date of invoice. All outstanding invoices over 30 days will be assessed a late fee of 5% and will accrue interest in the amount of 1½ % per month. In the event any action or proceedings are brought for the recovery of amounts due for products or services obtained from JetEx Logistics, the amount owing will also include all costs of collection, including but not limited to reasonable and necessary attorneys' or collection agents' fees. There is a \$25.00 charge for each returned check.

Section 21. All Customers are subject to credit approval. JetEx Logistics 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 JetEx Logistics. When paying by credit card or electronic funds, 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, will be automatically debited to the Customer's credit card or bank account.

#### **CLAIMS**

Section 22. The individual carrier's governing General Rules Tariff determines the standard liability cargo insurance coverage offered by all carriers. Carrier's Tariffs can be viewed on the carriers website or found on the News and Events portlet of JetEx Logistics LTL website.

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.

The filing of a claim does not relieve the Customer for payment of freight charges. Claims for any loss, damage, mis-delivery or non-delivery to a shipment will not be processed until all transportation charges have been paid. All freight cargo claims must be submitted to the carrier and JetEx Logistics within fifteen (15) business days of the actual delivery date of the shipment to help ensure timely resolution. This is a condition precedent to filing a cargo claim or suit. JetEx Logistics will not be responsible in any way for claims arising out of Customer negligence.

JetEx Logistics will attempt to assist in the resolution of freight claims, but has no responsibility or liability therefore and customer must submit claim to the carrier. The amount of any open claims may not be deducted from transportation charges.

- a. Merchandise must be retained in its original shipping container until an inspection can be scheduled and completed by a representative of the carrier within 15 days of notification.
- b. Satisfactory proof of loss must be furnished including invoices and supporting documents such as repair bills.
- c. Any carrier or party liable for loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected, upon or on account of said property, so far as this shall not avoid the policies or contracts of insurance, PROVIDED, that the carrier or other party receiving the benefit of such insurance will reimburse the claimant for the deductible on the insurance policy or contract.
- d. JetEx Logistics has available for purchase by the Customer, upon request, shipper's interest cargo insurance.

Section 23. Claims for overcharges must be made in writing to JetEx Logistics within thirty days of the shipment's delivery date.

Section 24. Where JetEx Logistics recovers funds on behalf of the Customer as a result of a damage claim, JetEx Logistics has a lien on such recovery amounts and reserves the right to apply recovery amounts to open past due invoices on account. This includes recovery amounts received from Carrier for freight charges and/or product damage claim amounts.

## **FUEL SURCHARGE**

Section 25. JetEx Logistics and/or the Carrier reserve the right to assess a fuel surcharge on all shipments without serving prior notice to shipper and any such surcharge may apply for any period of time deemed necessary by JetEx Logistics or the Carrier.

## **GOVERNING LAW**

Section 26. The Terms and Conditions of Services contained herein shall be governed by and constructed in accordance with the laws of the State of Texas. Any claim, dispute, or litigation related to these Terms and Conditions, any shipment scheduled or tendered hereunder or through JetEx Logistics' brokerage service, or relating to any and all disputes between JetEx Logistics and the enrolled Customer and/or its Agents or Brokers shall be filed in the District Court of Dallas, Texas.