

**CUSTOMER PAYMENT TERMS AND CONDITIONS:** For good and valuable consideration, the receipt of which is hereby acknowledged, Contract Freighters, Inc., its subsidiaries and affiliates (collectively "Service Provider") shall provide transportation and logistics services to Customer, subject to the following Customer Payment Terms and Conditions ("Payment Terms") available at [www.cfdrive.com](http://www.cfdrive.com), and such other terms and conditions as mutually agreed by the parties:

1. Customer shall pay Service Provider for transportation and logistics services within fifteen (15) calendar days of the invoice date.
2. Customer shall dispute invoices in writing within fifteen (15) business days of receipt, or such charges shall be deemed true and accurate by Customer and payable in full.
3. Customer may be subject to a fee in the sum of \$25 for returned checks or insufficient funds.
4. Customer may be subject to a late payment penalty of 1% on past due balances, beginning on the 1st day of each month.
5. Customer may be subject to a reinstatement fee of \$25 due to poor payment history or a change in credit status, if the account is suspended for more than sixty (60) days.
6. Service Provider reserves the right to offset past due balances against unidentified or duplicate payments received from Customer, or from sums owing by Service Provider to Customer.
7. Service Provider reserves the right to pursue third party collection or action at law and Customer shall be held liable for any and all costs and expenses of, including reasonable attorney fees, and interest at the highest rate permitted by law.
8. Service Provider is relying solely upon the credit-worthiness of Customer, and is not relying upon the financial standing of Customer's designated transportation management agent, if any.
9. Service Provider shall have no obligation to pursue collection from Customer's agent or any other third party, if its transportation management agent is in default or otherwise fails to transmit funds to Service Provider, whether or not Customer payment is duplicated.
10. No other payment terms shall be deemed valid, unless signed by authorized representatives Service Provider and Customer.

**CUSTOMER ACKNOWLEDGEMENT:** Customer signature or electronic acceptance shall constitute a binding agreement.