



Terms and Conditions

Last revised: June 16, 2023

As consideration for the advancement of credit, applicant(s) individually, jointly, and severally ("Customer") agrees to the Terms and Conditions set forth below. These Terms and Conditions are expressly incorporated into the credit agreement signed by Customer.

Terms of Payment - Subject to the approval of Customer's credit, net payment shall be due 30 days from invoice date unless otherwise agreed to in writing. Past-due invoices are subject to a service charge, calculated on the outstanding balance, at the lesser of (i) the rate of 1.5% per month or (ii) the highest legal rate authorized by applicable law. The service charge is not intended as an alternative to payment when due, and upon delinquency, further purchases may be declined and the Customer's account may be referred for collection. Customer agrees to pay all costs including reasonable collection costs, attorney's fees, and expenses related to the enforcement of the applicant's obligations hereunder. Returned checks will be subject to a \$30 fee. Credit Approval - All Customers are subject to credit approval. SLS Freight intends to perform a credit check based on the information provided by the Customer. The amount of credit, if any, granted to the Customer is at the sole discretion of SLS Freight. When paying by credit card or electronic funds, the Customer agrees they will be responsible for all charges due, including any adjustments that are made by the carrier on the Customer's shipment due to weight, freight classification, additional services provided, etc... These charges and adjustments, if any, will be automatically charged or debited from the Customer's credit card or bank account. Rate Quotations – SLS Freight reserves the right to amend or adjust the original amount quoted and reinvoice the Customer if the original quote was based upon incorrect/inaccurate information and/or for additional services that were not requested and were provided by the carrier to facilitate the delivery of the Customers merchandise. All rate quotations are based on the shipment information provided and may be adjusted due to the following but not limited to; differences in weight, freight classification, product dimensions, excess valuation, as well as charges for services that were performed by the carrier but were not requested at the time the quote was obtained. Customer is permitted thirty (30) business days from the date of the invoice to dispute any invoiced charges. If SLS Freight does not receive a dispute within the allowable thirty (30) business days, the disputed item will be denied by SLS Freight. Rates - Less Than Truckload (LTL) rates are based on weight, destination, and value of the shipment and the freight class as determined by the NMFC (National Motor Freight Classification). Freight class is determined by the CCSB using four distinct factors: density, handling, stowability, and liability. LTL shipments are quoted on a business-to-business, dock-to-dock basis and additional charges may apply for other services required. A charge of up to \$300 may apply to all orders canceled less than 4 hours prior to the scheduled day and time of pick up. Truckload (TL) rates are quoted per vehicle on a business-to-business, dock-to-dock delivery basis, and shipments that are to be loaded by the shipper and unloaded by the consignee. Rates may be calculated on a state-to-state and mileage based. Additional charges will apply for services; such as tractor/trailer detention, or for driver assistance in loading or unloading the shipment. A charge of \$500 or more may be assessed for all TL shipments canceled less than 4 hours prior to the scheduled day and time of pickup. Air Freight rates are based on the greater of the actual or the dimensional



weight of the shipment and additional charges may apply for freight that is oversized or of excessive length. Van Line shipments are rated on a state-to-state/mileage basis and are dependent on weight (actual or density), commodity/product type, and the total cube of the trailer that the shipment occupied. Flatbed rates are based on equipment type, state-to-state/mileage, and weight. If a flatbed shipment contains oversized freight, additional charges will apply. Transit Times All transit times are estimates ONLY and do not include the day of pickup. They are deemed reliable but are NOT GUARANTEED. Freight Charges -The Customer is liable for all freight charges, including but not limited to, transportation, fuel, and other applicable accessorial charges for extra services provided. Bills of Lading - All Bills of Lading are NON-NEGOTIABLE and are subject to the Terms and Conditions contained in the National Motor Freight Classification (NMFC). All Bills of Lading, prepared either by the Customer or by SLS Freight on behalf of the Customer, shall be deemed, conclusively, to have been prepared by the Customer. Customer agrees to review all Bills of Lading for information accuracy and to modify and revise all the information contained in all shipping documents prior to the Bills of Lading and corresponding shipment being tendered to the Carrier. SLS Freight makes no assertions as to the accuracy of the information provided by the Client in preparing the Bill of Lading. Documentation - If the Customer does not complete all the documents required for carriage, or if the documents which they submit are not appropriate for the services, pick up, or destination requested, the Customer hereby instructs SLS Freight, where permitted by law, to complete, correct, or replace the documents for them at the expense of the Customer. However, SLS Freight is not obligated to do so and may refuse to do so at its discretion. If a substitute form of Bill of Lading is needed to complete delivery of a shipment and SLS Freight completes that document, the terms of this Bill of Lading will govern. SLS Freight is not liable to the Customer or to any other person for any actions taken on behalf of the Customer under this provision. Warranties - The Customer is responsible for and warrants their compliance with all applicable laws, rules, and regulations including but not limited to transporting hazardous materials, customs laws, import and export laws, and governmental regulations of any country to, from, through or over which the shipment may be carried. The Customer agrees to furnish such information and complete and attach to this Bill of Lading such documents as are necessary to comply with such laws, rules, and regulations. SLS Freight 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. Any individual or entity acting on behalf of the Customer in scheduling shipments hereunder warrants that it has the right to act on behalf of the Customer and the right to legally bind the Customer. Applicability- The Customer, Shipper, and/or Consignee ("Customer") agree to these Terms and Conditions, which no agent, SLS Freight employee, or employee of the parties may change, alter, or modify in any way. These Terms and Conditions shall apply to this shipment, and all future shipments scheduled by Customer. Carrier's General Rules Tariff may contain certain restrictions and limitations that will supersede the terms and conditions contained herein. Claims – SLS Freight, as a Transportation Broker, has no responsibility, liability, or involvement in the issuance of insurance, the denial of insurance, or in the payment of cargo claims. In the event of cargo loss or damage, the Claimant is to file a claim form directly with SLS Freight. Noted cargo claims must be filed with within 9 months of delivery or expected delivery to be considered. Concealed cargo claims must be filed within 5 days to be considered. The filing of a cargo or other claim will not relieve the responsible party from payment of freight charges. Freight payment is required to process a claim. In order to establish potential carrier liability, the Consignee must make a written notation on the driver's copy of the Bill of Lading or Delivery Receipt (whichever is tendered) at the time of receipt, which indicates the exception; loss, damage, or that the shipment was not delivered in the condition in which it was tendered. If the loss or damage is not apparent (concealed) at the time of delivery, the customer must contact the carrier directly, within 5 days of receiving the merchandise, advising them of the loss or damage. SLS Freight is not liable for any late-delivery, or



non-delivery whatsoever and in particular those caused by the act, default, or omission of the carrier. SLS Freight is not liable for late delivery, or non-delivery caused by the 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 packaging, 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. SLS Freight is not liable for late delivery or non-delivery caused by the acts of God, perils of the air, public enemies, public authorities, acts or omissions of Customs or quarantine officials, war, riots, strikes, labor disputes, weather conditions or mechanical delay or failure of aircraft or other equipment. SLS Freight is not liable for failure to comply with delivery or other instructions from the Customer or for the acts or omissions of any person other than employees of SLS Freight. Limitations of Liability – Shipments coordinated by SLS Freight may be subject to limited liability in the event of a cargo claim. Customer is responsible to provide the cargo value at the time the shipment is quoted to ensure that the customer's shipment will be amply insured. Cargo insurance coverage on LTL shipments may be limited to up to \$1/lb, TL shipments may be insured up to \$100,000 cargo coverage per vehicle, and air freight/expedited shipments are subject to \$.50/lb of cargo coverage. Supplemental insurance up to \$280,000 is available upon request. If the shipment contains freight with a predetermined exception value, as determined by the NMFC or the selected carrier, the maximum exception liability will override the otherwise standard liability coverage. Subject to the limitations of liability contained in the Bill of Lading and the Carrier's General Rules Tariff, SLS Freight shall only be liable for loss, damage, misdelivery, or non-delivery caused by SLS Freight's own gross negligence. Forum Selection and Choice of Law - Any claim, dispute or litigation relating to these Terms and Conditions, any shipment scheduled or tendered hereunder or through SLS Freight's website, or relating to any and all disputes between SLS Freight and the enrolled Customer, Shipper and/or Consignee and/or Brokers for any enrolled Customer, Shipper and/or Consignee, shall be filed in Riverside County, California, and shall be subject to California law. Changes to Terms & Conditions – SLS Freight reserves the right to alter, modify, or amend these Terms and Conditions from time to time to be posted at www.slsfreight.com as dictated by market conditions. Such changes shall be effective for all transactions between SLS Freight and the Customer after the changes have been posted. Applicant's signature on the SLS Freight Credit Application attests solvency, ability, and willingness to pay, any and all SLS Freight invoices in accordance with the terms established. Applicant's representative, by signing the SLS Freight Credit Application, represents and warrants that she/he has been duly authorized to make the statements contained herein and to bind the Applicant to the Terms and Conditions set forth herein, and further represents and warrants that the information set forth above (including, without limitation, any additional sheets attached hereto) and in the financial statements delivered in connection herewith are true, correct, and complete.