

PRIMO Terms and Conditions of Service

1. **Applicability** These Terms and Conditions of Service apply to all Services provided by Logistics Freight Solutions, its related companies, agents and/or representatives (“PRIMO,” “We”). By tendering Goods to PRIMO, You (“Customer,” or “You”) agree to be bound by these Terms and Conditions. In accordance with 49 U.S.C. Section 14101(b)(1) You and PRIMO expressly waive any and all rights and remedies that each may have under 49 U.S.C. Sections 13101-14916 that are contrary to specific provisions of these Terms and Conditions.
2. **Parties.** You are a shipper, consignor, or consignee of certain general commodities (“Goods”) that You wish to have transported by motor carriers (each a “Carrier”) domestically within the United States (the “U.S.”), internationally between the U.S. and Canada, and/or between the U.S. and Mexico. We are a transportation management company in North America. We are a transportation broker, authorized by the Federal Motor Carrier Safety Administration and other government agencies. We are not a freight forwarder, common carrier, or contract carrier.
3. **Acceptable Commodities; Restricted Commodities.**
 - A. Goods tendered to PRIMO for arrangement of transportation must be general commodities, as usually defined under applicable law.
 - B. The following commodities are Restricted and Prohibited and, subject to the exceptions identified, must not be tendered to PRIMO:
 1. Aircraft disk brakes (carbon)
 2. Alcoholic Beverages (unless specifically agreed in writing prior to tender; extra charges may be applied)
 3. Articles of extraordinary value (defined as value exceeding \$25/lb. or \$100,000 per shipment)
 4. Articles of antiquity
 5. Biological products
 6. Business records-current or archived
 7. Carbon black
 8. Coins, cash, currency, bonds, postage stamps, money orders and negotiable instruments
 9. Cigarettes (unless specifically confirmed, as only one carrier transports)
 10. Cream, fresh



11. Deeds
12. Diagnostic specimens
13. Envelopes or wrappers, government stamped, in shipments weighing 30,000 pounds or more
14. Etiologic agents/Infectious Substances (Division 6.2) including cultures
15. Explosives, U.S. – (49 CFR § 173.124 Class 4, Divisions 1.1, 1.2, 1.3)
16. Explosives, Mexico – (All Classes & divisions)
17. Flammable Solids (Mexico only):
18. Spontaneously Combustible Materials (49 CFR § 173.124 Class 4 Division 4.2)
19. Dangerous When Wet Materials (49 CFR § 173.124 Class 4 Division 4)
20. Fruits, fresh
21. Garbage
22. Hazardous waste (49 CFR § 261.3)
23. Human remains, fetal remains, human body parts, human embryos
24. Meat, fresh
25. Marijuana
26. Milk, fresh
27. Jewelry, other than costume or novelty
28. Letters, with or without stamps, unless Consignor/Consignee is U.S. Postal Service
29. Liquids, in bulk, requiring special tank truck equipment
30. Live animals
31. Medical waste
32. Moving picture films or other films
33. Museum exhibits
34. Nitrocellulose (Except UN3270)
35. Original works of art including, but not limited to, sculptures, statuary, carvings, stained/blown glass, jewelry, pictures, or painting
36. Poisonous Substances:
37. Poison/Toxic Inhalation Hazard Zone A
38. Poison/Toxic Inhalation Hazard Zone B (in bulk packages)
39. Poison/Toxic Inhalation Hazard Zone B, C, or D (Mexico only)
40. Poultry, live
41. Precious stones
42. Radioactive materials (all Class 7)
43. Revenue or tax stamps
44. Taxidermy unless released to a value not exceeding \$5.00 per pound, per package, or article

45. Valuable papers of any kind
46. Vegetables, fresh
47. Freight requiring refrigeration or protection from heat, except as provided in Item 810, excluding shipments protected by the Consignor
48. Universal Waste
49. White Silica (unless specifically confirmed)

4. PRIMO's Responsibility. PRIMO' responsibility is limited to arranging for, but not actually performing, transportation of the Goods. PRIMO will use reasonable care in its selection of motor carriers and other third parties and in selecting the means, route and procedure to be followed in the handling, transportation, clearance, and delivery of the Goods. Advice by PRIMO that a particular person or firm has been selected to provide services shall not be construed to mean that PRIMO warrants or represents that such person or firm will render such services nor does PRIMO assume responsibility or liability for any actions(s) and/or inaction(s) of such third parties and/or its agents.

5. Your Responsibility.

- A. Goods must be well-packed and palletized and in proper and optimal stow and condition for the requested service. Otherwise Carrier is free to reject the Goods at the time of pick-up.
- B. The Goods must be easily loaded and unloaded with the use of a forklift, lift gate or similar equipment. If Carrier refuses to pick-up the freight because it is not properly packaged, extra charges may apply. You assume full responsibility for such charges.
- C. Shipments must be made available to Carrier by 5:00 p.m. local time on the day of pick-up, with two (2) hours or more advance notice, depending on Customer's proximity to Carrier's service center. If a shipment is made available after 5:00 p.m. local time and is accepted by Carrier, one additional day of transit will be added to the otherwise published transit time.
- D. If You complete a booking dispatched online, it is Your responsibility to send the bill of lading ("BOL") and labels to the shipper.
- E. If a single shipment includes in-bond and domestic goods, Customer must provide an itemized and detailed breakdown indicating which pieces are moving in-bond and which ones are domestic prior to pick-up, along with all the proper in-bond



documents. If Customer fails to do so, additional bond amendment fees may apply.

6. Carrier Services, Restrictions, and Requirements

- A. Pick-ups are subject to Carrier's availability and route conditions. PRIMO is not responsible for storage fees charged in case of delays during the pick-up process. If pick-up needs to be rescheduled, Customer must ensure Goods are fully released before driver arrives.
- B. If You ship loose boxes that require palletizing, Carrier may reject the shipment. LTL carriers may palletize loose boxes to prevent damages or shortages.
- C. If You require that a driver have documents on hand for pick-up, the documentation must be sent to PRIMO before 4:00 p.m. local time on the day prior to pick-up.
- D. Carriers' internal policies state that the driver's waiting time at pick-up must not exceed 20 minutes. If the pick-up location is busy, We may assist you in rescheduling the pick-up. We are not responsible for any fees charged in case of delays during the pick-up process.
- E. If Customer, a shipper, or consignee requests a driver present a copy of his or her personal ID, compliance will be at the discretion of the driver. You will be responsible for any charges assessed by Carrier for missed trip or redelivery related to your request for personal ID.
- F. Special services such as "time critical" services are valid ranging from half an hour to 2:00 p.m. local time. The volume rates are valid for seven (7) days.
- G. Special services requests such as liftgate or pup truck for residential pick-up or delivery will be subject to availability.
- H. LTL drivers are not allowed to carry checks or cash for pick-up or delivery purposes.
- I. LTL companies do not offer pallet exchange services.



- J. If inside pick-up or delivery is required, to or from locations beyond the immediate adjacent loading or unloading locations available for Carrier's vehicle, the following applies.
1. If the place of pick-up or delivery is separated by only a public sidewalk from a suitable space for a vehicle to be placed for loading or unloading, it will be considered immediately adjacent.
 2. Inside pick-up or delivery will be provided to floors above or below the vehicle access levels only when the elevator or escalators are available and operating.
 3. Availability of necessary equipment must be verified prior to pick-up of Goods.

7. Charges and Payment

- A. Unless otherwise agreed in writing, all services provided by PRIMO are subject to the Credit Terms and Conditions contained in Section 18 below.
- B. A quoted rate is valid for domestic freight going from business to business with docks.
- C. Rates and charges do not include tollage or wharf usage. An extra charge applies for shipments being picked up or delivered at port terminal, docks, piers, wharves, steamship terminals, or container freight stations. For non-volume cargo the charge will be \$128, for volume cargo charges will be between \$128 and \$1065 according to the CWT (\$10.50/CWT).
- D. PRIMO does not verify addresses prior to giving a quoted rate. It is Your responsibility to advise PRIMO if there are any special requirements or characteristics at the origin or destination locations that must be considered in order to provide a correct rate.
- E. The quoted rate applies to general commodities only, unless Hazardous Material as defined by 49 CFR Subchapter C ("Hazardous Material") or Dangerous Goods as defined by 49 CFR Subchapter Care specified and agreed to before the rate is quoted.
- F. For all shipments, density must be greater than six (6) lbs./cubic ft.



- G. If the characteristics of the Goods, such as weight, dimensions, description, service requests, vary from those stated on the initial quoted rate sent by PRIMO, or obtained by You online, rates may be subject to change.
- H. If You fail to provide the individual weight for each piece and provide only the total weight of the shipment, the individual charges will be calculated by dividing the total weight by the total number of pieces. If You later notify us of a different weight per pieces the rate may vary from the quoted rate, even if the total weight remains the same.
- I. If the Goods are not ready at the time of attempted pick-up, We may assess a Missed Trip charge in addition to other quoted charges.
- J. If Customer uses a BOL different from the one specified by PRIMO's operations department, You will be charged extra fees to cover necessary changes to the documentation.
- K. For Courier Service, the initial rate is valid only if Customer has daily pick-up with a UPS courier. The Goods must be packaged in a carton and cannot contain Hazardous Material.
- L. When requiring the driver to bring documents to the pick-up place, the request must be done 24 hours prior to the pick-up time. As not all of Carriers offer this service. The initial rate may not apply. In order to complete the pick-up, another Carrier and rate must be selected.
- M. Quoted rates are subject to equipment availability. Sending a quoted rate does not guarantee that PRIMO will be able to arrange equipment availability by a given date.
- N. If special requirements (such as TWIC Card, or Transportation Security Administration certification) are required of Carrier and PRIMO was not notified at time of tender, an additional charge may apply.
- O. PRIMO may issue additional billing for charges not included in original invoice, within one hundred and eighty (180) days of payment of the original invoice.
- P. Attempted changes to the weight, commodity, cubic feet, or density of a shipment after freight is delivered will not be valid unless proof of weight, commodity, or density can be established and accepted by Carrier as satisfactory proof, including an invoice or packing slip along with a pre-printed spec sheet, or



catalog page which lists the commodity description, weight, and shipping dimensions. If an invoice and packing slip are not available, then a copy of the spec sheet or catalog page information identifying the freight must correspond to an order/product number, which can also be found on the original BOL. A new BOL covering the same shipment or another copy of the original BOL with typed or handwritten description, weight, density or class changes as well a copy of the consignee's warehouse receipt by its own will NOT be accepted as proof.

- Q. For all commodities defined as carbon black, the request for pick-up must identify that the shipment contains carbon black. To prevent damage to other shipments in the proximity of carbon black, Customer is responsible for the trailer cleaning fee in addition to all other applicable rates and charges. In the event that a shipment of carbon black is inadvertently picked up without utilizing a sealed trailer, Carrier reserves the right to move this to a sealed trailer in route and assess the applicable rates for sealed trailers. Rates must be confirmed by the PRIMO's pricing department.
- R. Shipments of exhibition material and paraphernalia, including exhibition booths or stalls, will be subject to an addition charge in addition to all other charges.
- S. If We receive instructions to divert a shipment at any point from a carrier to another carrier the following provisions apply:
1. Carrier will make a diligent effort to execute the diversion but will not be responsible if the diversion is not accomplished.
 2. Dock pick-up and diversion charges will be applied and will be payable by Customer. Additionally, if the request results in unloading and reloading, additional back-stripping charges will be applied.
- T. The rate does not include any special services, unless specified.
- U. If the BOL provided by the shipper does not indicate which party is responsible for payment of the freight charges, the freight charges will be billed prepaid or collect at our discretion and freight charges will be assessed against the party identified as the shipper or consignee on the BOL.
- V. If PRIMO issues a freight bill correction, due to no fault of PRIMO or Carrier, to correct any invoice, freight bill or delivery receipt that was billed in accordance with the original BOL, the following provisions will apply:



1. Prior to delivery, a request to add or change a third party on a freight bill will be permitted upon written instructions from Customer. An additional BOL correction fee will be applied to change a freight bill or issue a freight bill correction prior to delivery for a change to payment terms, name or address of payor, or otherwise.
 2. No change in payment term or payor will be permitted after a shipment has been delivered but prior to receipt of payment unless written authorization is provided to PRIMO by the party assuming responsibility for payment. An additional BOL correction fee will be applied to change a freight bill or issue a freight bill correction after delivery for a change to payment terms, name or address of payor, or otherwise. PRIMO' BOL includes relevant information that is used to determine our pricing and the rates You receive as a benefit for shipping with PRIMO. If our BOL is not used, the rates and discounts quoted will not apply.
- W. For Less-than-truckload ("LTL") and volume shipments, quoted rates will be valid only if the pieces are stackable, unless otherwise specified on the quoted rate.
- X. LTL quoted rates are valid for thirty (30) days unless otherwise specified.
- Y. Spot quoted rates and Volume quoted rates are valid for seven (7) days.
- Z. Expedited or Time Critical rates are valid for thirty (30) minutes.
- AA. PRIMO uses density-based freight classes for LTL shipments. The dimensions and weight of the freight are the factors that determine the freight class and thus the pricing. PRIMO determines density-based freight class using the pounds per cubic feet (PCF) equation. Once the PCF is determined the corresponding density-based freight class will be applied to determine all offered and applicable rates.
- BB. Unless a special service is specified on the quoted rate, the rate we communicate is valid only if the shipper and consignee load and unload Goods from an enclosed truck.
- CC. If a shipment originates in or is destined to Hawaii, Alaska, Puerto Rico, Guam, or the U.S. Virgin Islands, the transit time applies only for the portion of the movement in the contiguous 48 states in the U.S.
- DD. Freezable Protection Service (consisting of specific loading and transit processes used to protect shipments vulnerable to freezing during the winter months) may



be offered by Carriers November 1st-April 30th of each year or otherwise dependent on weather conditions.

1. Goods that may be accepted for Freezable Protection Service include chemicals and allied products, canned, box and bottled food and beverages (including alcohol), cosmetics, pharmaceuticals and agricultural products such as root stock, flower, bulbs and seeds.
 2. Freezable Protection Service may be suspended if the temperature is ten (10) degrees Fahrenheit or lower or if there is a period of prolonged extreme weather. Freezable Protection Service is designed to protect Goods that freeze at thirty-two (32) degrees Fahrenheit (zero (0) degrees Celsius) and below.
 3. Normal transit times apply except that shipments might be held in transit to protect against extended exposure to freezing temperatures because of road closures, weekends, holidays or other delays.
 4. If Freezable Protection Service is requested for a “blind” shipment, a special coordination fee will be assessed. Additional accessories, such as re-labeling, will be assessed to Customer. Blind shipment pick-ups will be scheduled for the next business day.
- EE. For Courier Service, the initial quoted rate is valid if the shipper has daily pick-up with a UPS courier. Goods must be packaged in a cardboard box with dimensions no greater than 30x30x30 in. and cannot contain Hazardous Material. If the shipper does not have daily pick-up service, an additional charge of \$15 will be applied.
- FF. Detention charges will apply if loading or unloading is delayed beyond the free time established by Carrier.
1. Free time for loading and unloading will be determined by Carrier. Computation of free time will begin upon the arrival of the vehicle for loading or unloading. If the loading or unloading is delayed beyond the free time established by Carrier, an additional charge will apply for each additional 15 minutes after expiration of free time or fraction thereof.
 2. Detention charges will apply for the time period between expiration of the applicable free time allowed and completion of loading or unloading and receipt by the driver of a signed BOL or receipt for delivery.
 3. Unless the shipper or consignee stamps or marks the delivery receipt with time of arrival and departure, Carrier’s records shall be used to determine whether free time has expired and the assessment of detention charges.



- GG. If Goods are not ready at the time of pick-up an additional "Miss Trip" fee may be applied. If Carrier refuses to pick-up a shipment because it is not properly packaged or the shipper does not release Goods for any reason, Miss Trip fees and other charges may apply. You assume full responsibility for these charges.
- HH. Transit times are estimated, not guaranteed. If a guaranteed delivery or a delivery appointment is desired, You must specify those special requests before receiving the rate, otherwise the given rate will not apply. You must specify exactly the guaranteed service you desire. Unless the delay is due to a force majeure event, if the guaranteed services are not met, the extra charge for guaranteed services will be removed and You will be liable for only the charges for charges for standard service.
- II. Delays due to weather, natural disasters or any cause outside the control of PRIMO are considered force majeure events. If a delay is due to such an event, the extra charge for guaranteed services will not be waived.
- JJ. Any shipment in which the freight charges are to be paid by a third party are subject to additional accessorial charges for any additional services which are required to complete the pick-up or delivery of the shipment. The third party payor of the freight charges will be responsible for such additional accessorial charges. Neither prior approval nor a letter of authorization will be required to assess these additional charges.
- KK. Pick-ups or deliveries provided at one of the following types of locations are "Limited Access" and extra charges will apply. It is Your responsibility to determine the Limited Access accessorial charge.
1. Airports or locations on airport property
 2. Casinos
 3. Camps, Carnivals, Fairs
 4. Chautauquas, Churches, Mosques, Synagogues, Temples, Convents
 5. Schools
 6. Colleges and Universities
 7. Medical/Urgent care sites
 8. Prisons/other correctional facilities
 9. Construction Sites
 10. Individual/Mini Storage Units
 11. Mine Sites or Quarries
 12. Golf Courses, Country Clubs



13. Nuclear Power Plants
14. Military Bases/Installations
15. Parks, Farms, Ranches
16. Court houses
17. Day cares
18. Hotels, Motels, Resorts
19. Restaurants, Bars, Night Clubs
20. Cemeteries
21. Outdoor flea markets
22. Retirement/Nursing Homes

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PRIMO



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8. Documentation.

- A. You are responsible to ensure Carrier receives a BOL acceptable to PRIMO. The BOL shall be considered to be a receipt, only, and any terms and conditions printed, referenced, or incorporated on such BOL will be subordinate to the terms and conditions herein.

9. Cargo Claims.

- A. PRIMO is not responsible for damage, loss or delay to Goods. PRIMO' responsibility is limited to arranging transportation, rate negotiation functions, and logistic coordination.
- B. PRIMO does not provide insurance; if You wish to insure a load for a specific value, let us know and we may be able to help you arrange such insurance.
- C. All claims for damage, loss or delay ("Cargo Claims") must be filed directly with Carrier or other party that caused the damage, delay, or loss.
- D. For surface transportation within the U.S., Cargo Claims must be filed within nine (9) months of the date of delivery, or, in the case of non-delivery, within nine (9) months of the date the shipment should have been delivered. If transportation is part of an international move by air, the time limits under the Montreal Convention apply; if part of an international move by water, the time limits under the Carriage of Goods by Sea apply.
- E. Any legal action related to a claim for damage, loss, or delay to Goods must be filed within two (2) years of the date the claimant is notified that the claim or any part thereof is denied, if shipment moved or should have moved domestically within the U.S., or within one (1) year of shipment if shipment move by ocean or air.
- F. Upon request, We may assist You in pursuing a Cargo Claim against a Carrier. If We assist You in pursuing a Cargo Claim, You will be liable to us for any charges or costs We incur in assisting You.
- G. Cargo Claims Procedures.
 - 1. Carrier has thirty (30) days after receipt of a Cargo Claim in which to send an acknowledgement of receipt, advising Carrier's claim number.

2. One hundred and twenty (120) days after receipt of a claim, Carrier must pay, decline, or offer a compromise settlement, or advise why the Cargo Claim cannot yet be concluded.

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H. Carrier Liability.

1. Carriers are responsible for the domestic movement of Goods, only. Neither PRIMO nor Carriers are responsible for Goods after completion of the domestic portion of movement.
 2. If a shipment is short or damaged, a notation must be made on the delivery document at the time of delivery. If Goods appear to be damaged, they must be held at the point of delivery for inspection by Carrier. Carrier may deny payment of a claim if Goods are not held for inspection.
- I. It is consignee's responsibility to verify Goods and claim the short delivery/damaged delivery after exporting the shipment.
- J. If Your shipment was delivered damaged, Carrier will need an appointment for an inspection, do not export the freight until the inspector visits the consignee and the claim is processed, otherwise claim will be rejected.
- K. If You discover loss or damage after a shipment is delivered, the Carrier requires the following procedures:
1. When damage to, or loss of, contents of a shipping container is discovered by the consignee that could not have been determined at time of delivery, it must be reported by Customer upon discovery.
 2. Notice of loss or damage must be provided to Carrier within five (5) days from the date of delivery.
 3. The notice must include a request for inspection by Carrier's representative. The notice and request for inspection must be confirmed by a written or electronic communication.
 4. While awaiting inspection by Carrier, consignee must hold the shipping container and its contents in the same condition they were in when damage was discovered, insofar as it is possible to do so.
 5. If a clear delivery receipt is available on the shipment, e.g., no damage or shortage is noted, claimant must provide documentation showing that damage or loss occurred prior to delivery by Carrier.
 6. When inspection is made, the consignee is responsible for providing reasonable evidence to Carrier that loss or damage did not occur after delivery of the shipment. Reasonable evidence must include identifying: (a) the party(ies) responsible for unloading; (b) the chain of custody of the article, including prior transportation by any mode; (c) the location(s) of the article(s) once the shipment was received until the damage was noted;

and (d) any mechanical or physical handling by the consignee after delivery by Carrier.

- L. Carrier is not responsible for damage or loss of freight if Goods are not properly packaged. Carrier will reject any claim for damages of any kind if Goods are not properly packaged.
- M. Carriers are not liable for damage or loss if such are caused by an act or default of the shipper or owner of Goods, act of God, act of the public enemy, or authority of law.
- N. Understanding that all Carriers limit liability, it is Your responsibility to be advised regarding limitations of liability.
- O. In all cases, maximum liability per shipment is limited to \$100,000. If a shipment is part of an ocean move, liability is limited to \$500 per package. If it is part of an air move, liability is limited to 22 SDRs per kilogram.
- P. Liability may be further limited by individual Carriers. For instance, LTL Carriers frequently impose additional limitations of liability for the following items:
 - 1. Any items of extreme value not immediately able to be determined
 - 2. Antiques - collectibles, furniture, glassware, jewelry and memorabilia.
 - 3. Appliances, major household appliances (including without limitation refrigerators, stoves or ranges, washers, dryers, dishwashers, etc.)
 - 4. Artwork Original or Limited editions, including but not limited to paintings, drawings, etchings, sculptures, statues, tapestries, watercolors, and artwork that is signed and numbered
 - 5. Automobile body sections, body parts, bumpers, running boards, trim, etc. as defined and described in NMFC item 18060-18285, and not in wooden crates
 - 6. Carbon black, (liquid or solid)
 - 7. Fine porcelain (including vases, dishes, figurines, etc.)
 - 8. Fireworks
 - 9. Household Goods as defined in 49 CFR Part 375 (\$.10 per pound is common)
 - 10. Items of freight including packaging over 10 ft. (including pallets, skids, crates, totes, gaylords, cartons, bundles, coils, reels, or rolls as specified in NMFC item 235 and NMFC item 580); also see Item 670 for applicable charges



11. Light bulbs (including fluorescent tubes and incandescent bulbs)
 12. Lottery tickets
 13. Mattresses, with or without box springs
 14. Made-to-cut, made-to-order or custom items not typically maintained in inventory and with no other practical use or value beyond the immediate intended use (including countertops, window treatments, imprinted clothing, brand specific packaging, etc.)
 15. Metal sheets, goods, flat not in solid wooden crates
 16. Photocopiers with or without multiple functions, designed as desktop models specifically for personal/home office use, not in original manufacturers' packaging
 17. Printer stock, either paper or pulp board sheets, printed or unprinted, packaged other than in solid wooden crates
 18. Plants, live
 19. Pottery or earthenware of any type (including nursery supplies, etc.)
 20. Schedule III drugs, substances or chemicals (as defined by the U.S. Drug Enforcement Administration)
 21. Solar panels
 22. Televisions or computer monitors 24 in. or larger
 23. US Mail - any postcard, letter, package, with U.S. postage stamps applied
 24. Vehicular glass (as described in NMFC items 86540 through 86566)
 25. Goods moving subject to volume quoted rates: \$.50/lb.
- Q. Goods being returned to shippers/vendors require previous inspection by Carriers, otherwise they will be moved with a liability of \$0.0/lb.
- 10. Independent Contractors.** The relationship between You and PRIMO is and will remain that of independent contractors and no employee/employer or principal-agent relationship exists or is intended.
- 11. LTL shipments being picked up or delivered in Mexico**

The Terms and Conditions contained herein apply, except for the following:

- A. The rate includes transportation within Mexico and within the U.S.
- B. Neither PRIMO nor Carrier are liable for loss, damage, or delay of Goods.
- C. All rates, unless otherwise specified, cover transport only; any custom clearance services, pedimentos, pre-file documents, or similar services must be performed



by a Customs Broker arranged and compensated by You. We will not give instructions to your Customs Brokers.

- D. Border crossing fees will be quoted separately; the rate may vary depending on the selected border crossing.
- E. Once the transfer is reserved, Goods have 24 hours to cross the border, otherwise extra charges may apply.
- F. If Goods required to move bonded through the U.S. Customs Broker must file a Form 7512 with U.S. Customs and Border Protection (“Customs”).
- G. Once Goods arrives at the border, Carrier in Mexico may hold Goods at its terminal for 3-day storage free. After this time storage fees will apply. Fees will depend on the selected Carrier.
- H. For Mexico side pick-ups, instructions and documentation must be sent to PRIMO before 12:00 p.m. local time for pick-up the same day, otherwise pick-up will be scheduled for the next business day as Carrier will need to check the availability based on the pick-up location.
- I. If needed pick-up and delivery appointment can be scheduled. Extra fees will apply depending on the selected Carrier.
- J. For drop-off Customer must give prior notice to PRIMO and deliver Goods at the terminal with PRIMO’s BOL.
- K. For dock pick-ups at a Mexico terminal, a notice must be sent to the terminal specifying the unit details and the name of the driver that will pick-up Goods.
- L. Pick-ups or deliveries in rural zones are Limited Access and extra charges will apply.
- M. Mexican Carriers can decline the pick-up depending on the commodity and the shipper for security reasons

12. LTL shipments being picked up or delivered in Canada.

The Terms and Conditions contained herein apply, except for the following:

- A. Canadian Carriers liability for loss, damage, or delay to Goods is limited to \$2CDN times the weight of the shipment.



- B. Delivery of IT freight prior to cancellation of IT is a violation of Customs Regulations.
- C. Bonds moving on an IT, will be held at Carrier's facility until Customer provides PRIMO a CF 3461, CF 7512 for I.E. or THE for another port to closing Carrier's bond. Only when the shipment travels on a T&E, Carrier can deliver to a bonded facility. CFS Regulations apply to containers only, not LTL Freight. IBEC Bonds are for In Bond Export Cargo, IT freight is not Export cargo.
- D. Rates include the following charges: In-bond charge, In-bond preparation and Canadian processing charges.
- E. The destination warehouse must be bonded, in order to move the freight, otherwise, Reconsignment charges will apply, and the initial rate does not apply, and cargo will not be delivered at the not bonded facility.
- F. Consider that if the export is going to be done through Port Everglades, the Form 7512 will show that the freight is being exported through Miami, FL port and You should do the respective change when closing the IT. Note that YRC has a restriction to deliver in Port Everglades, since this is not a Miami's terminal area.
- G. For any documentation needed prior delivery Customer has twenty-four (24) hours from the original notification to provide such documents (e.g., New Entry, Shipping Documents), otherwise cargo will not be delivered, and additional storage charges will apply.
- H. Once the cargo arrives to the destination terminal and if any document required for delivery is not provided by Customer, and after the legal storage time has been exceeded, it will be at Carrier's discretion to contact Customs. Once contacted they may confiscate the freight and PRIMO will no longer hold any responsibility on the freight and will not have any dispute with Customs.
- I. For in-bond shipments where Carrier is responsible of issuing the bond, bond amendment fees will apply if Customer fails to provide the correct shipment details and/or any information that requires a bond correction.
- J. An export declaration (Form B13) must be completed and submitted by the shipper, prior to pick-up, for commercial goods that are valued at \$2,000. The shipper must provide the document and must be included with the commercial invoice, packing list and BOL.



- K. Carrier may cancel, suspend or modify the guaranteed service in transit for p/u or deliveries that it needs to cross a border without prior notice (between Canada, U.S. and Mexico) due to government regulations, special permits or security measures required.
- L. Once the cargo arrives to its destination in U.S. it has 15 days to be exported, otherwise warehouse and custom extra charges may apply, also Carrier will call G.O and they will confiscate the freight and PRIMO will no longer hold any responsibility on the freight and will not have any dispute with Customs.
- M. If the shipment is traveling under an IT (bonded document) the Customer's broker has two (2) free days to close the bond and create a new entry, otherwise cargo will not be delivered, and extra charges will apply.

13. Batch Quoting

- A. Batch quoted rates apply as long as the cargo is palletized, well packed and protected.
- B. Rates are valid for thirty (30) days.
- C. Weight per piece shall not exceed 3,500 lb.
- D. The max weight per load shall not exceed 20,000 lbs.
- E. A batch quoted rate is not valid for more than 750 cubic ft. (Carrier will use 96 in. for height when calculating dimensions if product cannot be stacked).
- F. The shipment for a batch quoted rate must not take more than 20 linear ft. of the truck.
- G. The dimensions per piece shall not exceed a length of 20 ft. (240 in.) and width of 92 in. and a height of 96 in.
- H. Batch quoted rates are based merely on the weight and class of the Freight, if these characteristics change, rates may vary.
- I. If the dimensions of the freight change, rates may vary.

14. Restrictions to Online Quoted Rates

- A. The maximum weight per load shall not exceed 10,000 lbs.



- B. The maximum weight per piece shall not exceed 3,500 lbs.
- C. The online quoted rates shall not be valid for more than six (6) pallets of 12 linear ft. and 750 cubic ft. (Carrier will use 96 in. for height when calculating dimensions If product cannot be stacked).
- D. The maximum ax dimensions per piece shall not exceed a length 12 ft. (144 in.) and a width of 90 in. and a height of 92 in.
- E. Dimensions should be entered with NO decimal numbers.
- F. Online quoted rates for small package freight do not apply as carriers such as UPS & FedEx can offer courier service, therefore We suggest You contact pricing@heyprimo.com for an accurate quoted rates.
- G. Please note the restrictions in this Section apply to online quoted rates but do not mean that PRIMO is unable to handle shipments exceeding those restrictions. Rather, these rates should be obtained directly from PRIMO's pricing representatives.

15. Container Drayage

- A. Rates are subject to equipment availability.
- B. Quoted rates are valid for thirty (30) days.
- C. Quoted rates include one (1) hour for loading and one (1) hour for Unloading (\$90.00/Extra Hour) unless otherwise specified.
- D. A quoted rate does not cover additional insurance for Carrier's liability. If You wish to insure this freight for a specific value, please ask PRIMO to arrange an additional insurance service. PRIMO does not have direct contact with Goods, and has no liability for loss, damage, or delay. If requested, PRIMO will assist Customers with filing claims with Carriers.
- E. A Drop & Pick will double the applicable rate.
- F. For overweight containers extra charges may apply.
- G. Extra charges for additional services such as chassis split or chassis flip (overweight at ramp) may apply.

- H. For orders booked that are two hundred and fifty (250) miles or longer in distance, a lay-over fee may apply.
- I. For 20 ft. a container with a weight higher than 37,500 lbs., a tri-axle fee of \$80/day will apply.
- J. For shipments from/to the following ports/ramps, congestion fees may apply:
 - 1) Charleston, SC
 - 2) Cincinnati, OH (NS Ramp)
 - 3) Houston, TX
 - 4) Long Beach, CA
 - 5) Miami, FL/Port Everglades, FL
 - 6) Minneapolis, MN (CPR Ramp)
 - 7) Nashville, TN
 - 8) Norfolk, VA
 - 9) Oakland, CA
 - 10) Philadelphia, PA
 - 11) Saint Louis, MO
 - 12) Seattle, WA/Tacoma, WA
- K. A gate fee may apply for shipments from/to Oakland, CA port and Boston, MA port.
- L. For shipments from/to Long Beach, CA port, PierPass may apply. 20 ft. Container: \$34.21 + administrative fee: \$25.00 // 40 ft. Container: \$68.42 + Admin Fee: \$25.00.
- M. For shipment from/to NY/NJ ports, an additional \$250.00 for any pick-up or delivery at Long Island/port congestion fee may apply.
- N. A cancellation fee of \$250.00 will apply for shipments cancelled with less than forty-eight (48) hours prior to ETA or ERD, or for cancelled shipments not complying with the Port/Ramp's pre-notice and already assigned to Carrier.
- O. Quoted rates do not apply for cargo containing Hazardous Material, unless otherwise specified on the quoted rate request.

- P. A per diem fee can be invoiced up to ninety (90) days after a container is returned to Port. Administrative fees may also apply, and they will range between 10% and 15%.
- Q. Online quoted rates:
1. Rate per container
 2. Subject to equipment availability
 3. Chassis: \$40.00/day
 4. For a 20 ft. container with weight higher than 37,500 lbs., a tri-axle fee of \$80.00/day (for two (2) days minimum) will apply
 5. Container drop - Double the rate
 6. Additional stop & chassis split - May vary depending on the distance

16. Full trucks, projects and special equipment.

- A. Online quoted rates are subject to equipment availability. A quoted rate does not guarantee equipment availability by or on a given date.
- B. Quoted rates are valid for seven (7) days.
- C. Rates include two (2) hours for loading and two (2) hours for unloading (\$80.00/extra hour).
- D. For Local Hauls (within one hundred (100) miles), rates include one (1) hour for loading and one (1) hour for unloading (\$80.00/extra hour).
- E. For a shipment with multiple stops, rate includes one (1) hour for loading and one (1) hour for unloading at each location (\$80.00/extra hour).
- F. The rate can change according to the dimensions of Goods. For Over-dimensional goods, extra charge may apply.
- G. Rates may vary depending on both the route and permits required by the U.S. Department of Transportation.
- H. Rates do not include additional insurance for Carrier's liability. If You wish to insure this load for a specific value, PRIMO can provide an additional insurance service. Otherwise, as PRIMO does not have direct contact with Goods, its liability is limited to Carrier's direct liability. PRIMO is only responsible for assisting Customers on filing claims against Carriers following up on the same.

- I. A TONU (Truck Order Non Used) charge is \$350.00. Cancellation must be received at least four (4) hours before pick-up for same day pick-up. For next day pick-up, cancellation must be received before 4:00 p.m. local time the previous day.
- J. For any same day pick-up, changes in the order or BOL can be requested up to one (1) hour after pick-up was scheduled. If changes are requested after this hour then extra charges may apply.
- K. For any next day pick-up, changes in the order or BOL must be requested before 4:00 p.m. local time. If changes are requested after this hour, extra charges may apply.
- L. A Miss Trip charge is \$350.00. It will apply if Carrier arrives to the Customer and Carrier is rejected or pick-up is cancelled
- M. Goods liability is limited up to \$100,000 per load.
- N. When Carrier's pup/set or vehicle is delayed by Consignor/Consignee for loading or unloading on or near the premises of Consignor/Consignee, detention charges will begin upon expiration of the applicable free time allowed, and will end when the pup/set or vehicle is loaded or unloaded and is available for movement.
- O. PRIMO is not responsible for damages on any used articles/product transported.
- P. PRIMO is not responsible for any discrepancies not noted on the Delivery Receipt of the Trucking PRIMO.
- Q. Quoted rates do not apply for Goods including Hazardous Material, unless otherwise specified on the quoted rate request.
- R. Rates for shipments including Hazardous Material are not available online, please send you request to truckload@heyprimo.com.
- S. Online quoted rates:
 - 1. For some States due to availability, rate may vary
 - 2. Rate per Truck
 - 3. Non Hazardous Material/Non Transportation Safety Administration/ Non Tanker Endorsement
 - 4. Commodities like Liquors & Coils must be requested to Truckload
 - 5. Legal Load

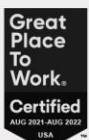


17. Intermodal/Rail Transport

- A. Subject to Equipment Availability.
- B. Quoted rates are valid for seven (7) days.
- C. Quoted rates include two (2) hours for loading and two (2) hours for unloading (\$90.00/extra hour), unless otherwise specified.
- D. For Drop & Pick request, quoted rates include one (1) hour for drop and one (1) hour for pick-up (\$90.00/extra hour), unless otherwise specified.
- E. Rates do not include additional insurance for Carrier's liability. If You wish to insure this freight for a specific value, PRIMO can provide an additional insurance service. Otherwise, as PRIMO does not have direct contact with Goods, its liability is limited to Carrier's direct liability and PRIMO is only responsible for assisting Customers in filing claims against Carriers and following up on the same
- F. If a container arrives to a destination ramp on a Friday or Saturday, it is likely to accrue storage charges for one (1) or two (2) days depending on the grounding time and allotted free time by the ramp, unless Goods can be received over the weekend and it is scheduled in advance.

18. Credit and Payment Terms and Conditions

- A. Our Credit and Payment Terms and Conditions apply. These Terms and Conditions are printed on every invoice issued by PRIMO and are available upon request. PRIMO will send the invoices only through email. Customer is responsible for providing correct email addresses and contacts and notifying Us of any updates
- B. PRIMO's standard payment terms require receipt of cash in advance of performance. In the event that PRIMO extends credit to Customer, the following additional terms are hereby agreed to be applicable.
- C. The amount of credit issued to Customer is subject to periodic revisions and PRIMO may decide to decrease, increase or revoke the monetary limits and at PRIMO's sole discretion, any debt may be declared immediately due and payable upon demand at any given time. This may be done at the sole discretion of PRIMO.



- D. By establishing a credit account for Customer, PRIMO shall be under no obligation to incur any expense, guarantee payment, or advance money on behalf of Customer. The fact that PRIMO has made a payment, advance or guarantee shall not be construed as a waiver of this provision.
- E. PRIMO allows credit card payments for the monthly maximum amount of \$1,000.00. Any credit card payment over this amount will cause a three (3) percent additional fee.
- F. PRIMO allows check payments, remitted to the following attention: Logistics Freight Solutions Inc., P.O. Box 720637 Miami, FL 33172.
- G. Customer agrees to keep the account current and agrees to pay each invoice in full within twenty (20) days of the date of the invoice (thirty (30) days for World Cargo Alliance members).
- H. Quoted rates are not guaranteed totals for services. Customer understands that, depending on conditions and/or situations occurring at time of actual delivery, additional charges may be added to the final billing for rendered services. If Customer doesn't have credit terms with PRIMO, the payment must be done in advance.
- I. In the event that Customer fails to keep the account current, all amounts owed by Customer shall immediately become due and payable. If the account is not paid when due, a delinquency charge shall accrue on the unpaid amount at the rate of 1.5% per month or part thereof. If the delinquency charge exceeds that permitted by applicable law, the charge shall be the maximum permitted by applicable law.
- J. If any invoices remain unpaid for thirty (30) days after demand for payment, PRIMO may, in addition to any other rights it has under other agreements and/or applicable law, exercise any or all of the rights of a secured party under the Uniform Commercial Code now in effect in the State of Florida. The foregoing shall be construed according to the internal substantive laws of the State of Florida, without regard to the conflict of law principles of such State.
- K. Customer, their owners and their principals, shall be jointly and severally liable to PRIMO for the payment of all invoices due, without discount, together with any Court costs, expenses, and reasonable attorney fees incurred in collecting any sums due PRIMO.



- L. Customer agrees to pay PRIMO for costs of collection, including reasonable attorney fees incurred in connection with the collection of this account, or if this account is placed in the hands of a collection agency, then the applicant agrees to pay PRIMO as additional and liquidated damages an amount equal to thirty (30) percent of the amount unpaid thereon, together with such reasonable attorney fees as may be incurred in connection with the collection.
- M. Any controversy or claim arising out of or relating to this contract or the breach thereof, shall have the option of being settled by arbitration before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Venue for such arbitration shall be in Miami, FL. The prevailing party in any such arbitration shall be entitled to recover its costs incurred therein, including reasonable attorney's fees.
- N. As security for applicant's obligations hereunder, Customer hereby executes this security agreement and grants PRIMO a general and continuing lien on any and all property of Customer coming into PRIMO's actual or constructive possession or control for monies owed to PRIMO with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both.
- O. Customer hereby appoints PRIMO as its lawful attorney-in-fact for the limited purpose of executing and/or filing on its behalf any further documents necessary to evidence or perfect PRIMO's security interest hereunder, including without limitation executing UCC-1 Financing Statement and filing it in the appropriate governmental records. It is understood the customer profile/credit application in no way obligates PRIMO to extend credit to applicant.
- P. Customer acknowledges that The PRIMO is an inland freight portal between the Customer and the transportation PRIMO, therefore does not have anything to do with any kind of direct contact or manipulation with the merchandise. The PRIMO is in charge of coordinate Goods according to the instructions given by the Customer through the transportation PRIMO chosen by Customer as well.
- Q. Customer acknowledges that this application has been submitted with the knowledge that it will be relied upon in ex-tending credit to the applicant. Applicant further agrees to give PRIMO permission to make inquiry on financial and related matters at applicant's bank, bonding PRIMO or lending firms and authorizes such firms to give same to PRIMO. Applicant authorizes the release of information from both bank and credit references.

- R. Customer acknowledges, that Miami-Dade County in the State of Florida is the place of venue for any and all purposes, and that all collection costs including but not limited to attorney/agency fees and court costs will be the responsibility of Customer.

