

## **TERMS AND CONDITIONS:**

The Customer hereby agrees that all services, and payment therefor, are subject to the following terms and conditions:

1. Customer agrees that all services that may be provided by the Company to the Customer shall be governed by and subject to the Company's Service Conditions set forth on the Company's website at [www.firsttrackslogistics.com](http://www.firsttrackslogistics.com) (the "Service Conditions"), which are incorporated in this Agreement by this reference. Further, Customer agrees that, if any term or condition set forth in the Service Conditions conflicts with any term or condition set forth in any transportation document (including, but not limited to, any bill of lading, waybill, manifest or tariff, whether in physical or electronic format), then the terms or conditions set forth in the Service Conditions shall prevail and govern.
2. Customer agrees that all amounts due for services provided by the Company are payable at 14834 McCormick Street, Sherman Oaks, CA 91411.
3. Customer agrees that all amounts due are not payable in installments but are payable Net 30 days from date of invoice. Company reserves the right to demand payment of all outstanding and past due freight charges as a pre-condition for releasing any shipments(s) at destination. This right includes the right to demand payment upon delivery of any shipment(s) at destination. This right to demand payment upon delivery of any shipment(s) at any time. If any amount due is not paid within said period, a delinquency charge of 1 1/2 % per month of the delinquent balance shall be added to the amount due.
4. In the event the account becomes delinquent and is turned over for collection, Customer agrees to pay all costs of collection including reasonable attorney fees and court costs.
5. Customer agrees to notify the Company by certified mail of any changes in ownership of Customer and further agrees to be liable for all losses incurred as a result of failure to comply with said notifications.
6. Customer authorizes the Company and/or its credit agent(s) to investigate all credit history, bank references and any other information required to process this application and as it deems necessary in the future.
7. Liability for all shipments is \$.50 / lb. or \$50.00 whichever is greater per Company's Service Conditions as set forth on the Company's website at [www.firsttrackslogistics.com](http://www.firsttrackslogistics.com) (the "Service Conditions").