

Corporate Traffic, Inc. and Affiliates Terms and Conditions, thereafter ("CTI")

1. CTI is a licensed freight broker under MC# 135953.
2. Any listing or description of CTI on a BOL or any other shipping document as a carrier is for convenience sake only on behalf of the shipper/customer and shall not in any way, shape or form affect the status of CTI as a freight broker.
3. Applicant authorizes CTI to secure information from listed companies, current credit status, and permits all such companies to release that information to CTI.
4. All amounts owed to CTI shall be paid in accordance with the terms and conditions expressed in a written agreement signed between the parties. In the absence of such express terms and conditions, all invoices or amounts owed are due and payable thirty (30) days from the date of invoice. All overdue invoices are subject to service charges of 1.5% per month.
5. Applicant agrees payment shall not be delayed or withheld because of unsettled claims or disputes. All claims and disputes will be handled through CTI's claims department.
6. Applicant will notify CTI immediately of any changes in ownership.
7. Applicant agrees CTI shall have lien rights on current freight in an attempt to collect on past due invoices.
8. CTI's max liability per shipment shall not exceed \$100,000 unless a higher limit is negotiated, subsequently confirmed in writing and signed by both parties prior to acceptance of such shipment/s by CTI.
9. Applicant agrees that CTI shall be entitled to its attorneys' fees (including, without limitation, any attorneys' fees incurred pre-suit, during litigation, any appeal and during post-judgment collections efforts/proceedings) and costs (including, without limitation, court costs and those incurred by collection agency) in any action or proceeding seeking to enforce any of the terms (including payment) of this agreement.
10. Applicant agrees that any disputes between it and CTI shall be governed by, and construed in accordance with, the laws of the State of Florida without regard to its choice of law principles. The sole and exclusive jurisdiction shall be the court, state or federal, having jurisdiction in Duval County, Florida for any disputes arising from or related to any disputes between the parties.
11. All decisions as to the extension of initial credit or the continuation of credit or the denial of credit are within the sole discretion of CTI. Credit limit and payment terms requested are contingent upon credit approval from CTI. Applicant understands that CTI may cancel credit at any time without notice.
12. Applicant agrees to be fully responsible for payment of any charges incurred by any subsidiary, associated, or affiliated companies named by Applicant and hereby guarantees payment thereof.

13. All claims must be submitted by Applicant to CTI within nine (9) month of the delivery date, or if delivery did not occur then nine (9) months from the originally scheduled delivery date or be forever barred.

14. CTI shall not be liable for any special, incidental or consequential damages of any kind.