

CUSTOMER APPLICATION

ACKNOWLEDGEMENT OF FULL TRUCKLOAD TERMS AND CONDITIONS

THIS ACKNOWLEDGEMENT (this "Acknowledgement") is made by and between the Customer whose name is entered below ("Customer") and Logistimax, LLC, a North Carolina limited liability company ("Logistimax"). By signing below, Customer, through its authorized representative, acknowledges and agrees that it has read, reviewed, understands and agrees to the following terms and conditions:

1. This Acknowledgement shall remain in effect until revoked by Customer by providing Logistimax with no less than thirty (30) days prior written notice.
2. Customer understands that Logistimax is a transportation broker who arranges the transportation of freight through independent third party motor carriers. Customer acknowledges and agrees that Logistimax will not fill out, and cannot be listed on, Bills of Lading as the delivering motor carrier.
3. Customer hereby certifies that all information furnished to Logistimax in connection with Customer's orders is current and accurate, and agree that Logistimax shall not be responsible for any claims, damages, costs or expenses incurred as a result of outdated or inaccurate data.
4. Payment terms will be net thirty (30) days of the invoice date. In the event Customer fails to pay timely, Customer agrees to pay interest of one and one-half percent (1.5%) per month on the accounts that are beyond terms. If Logistimax uses the services of a collection agency or attorney to collect any amounts due, Customer agrees to pay all associated collection costs, attorneys' fees and court costs.
5. In the event of freight loss or damage, Customer must file a claim for the loss with Logistimax within nine (9) months from the date of such loss or damage, which for purposes hereof, shall be the delivery date or, in the event of non-delivery, the scheduled delivery date. Customer acknowledges that a pending claim does not entitle Customer to an offset against any amount invoiced by and or owed to Logistimax. Customer agrees to assist Logistimax in the pursuant of a claim, including providing documentation confirming the validity of the claim and claim amount. If Logistimax decides to pay a claim, Customer automatically assigns any and all of its rights and interest in the claim against any third party to Logistimax.
6. Customer acknowledges that third party motor carriers contracted by Logistimax are required to maintain freight loss and damage liability insurance in an amount not less than \$100,000.00 per shipment. Customer acknowledges that loads valued in excess of \$100,000.00 will not be tendered without Customer first providing written notice to allow Logistimax and/or the third party motor carrier the opportunity to arrange for increased coverage. Failure to provide written notice will result in your load being insured with a maximum liability of \$100,000.00.
7. Customer affirms that it is solvent, can satisfy all financial obligations to Logistimax, and is not currently nor does it reasonably anticipate: (i) becoming a party to any bankruptcy proceeding; (ii) dissolving or otherwise liquidating its assets; or (iii) being subject to any open judgments, suits, or liens.
8. Customer will promptly notify Logistimax of any change in management or ownership of Customer.
9. Logistimax records phone calls for quality assurance and training purposes.
10. This Acknowledgement shall in all respects be governed by, construed and enforced in accordance with the laws of the State of North Carolina, without giving effect to the principles of conflicts of laws thereof. For the purposes of this Acknowledgement, both parties consent to the personal jurisdiction and venue of the state and federal courts located in Buncombe County, North Carolina.
11. Customer agrees to indemnify, defend and hold harmless Logistimax from any and all claims, lawsuits, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of Customer's breach of these terms and conditions.

(Print or type name of Customer)

Customer:

Date	Name	Title	(Signature)
By:			

**By signing above, I recognize that I have the authority to legally bind this agreement*