



USP TERMS OF SERVICES AGREEMENT

For services provided to _____

Terms for payments and understanding on services for orders is understood by person signing below. US Perishables ("USP") looks forward to servicing your needs and thanks you for the opportunity to provide cost effective solutions for your logistics challenges.

1) As USP consistently pays the carriers used within 15 days of receiving their invoice & POD, your agreement is required that the invoices sent to you by USP will be paid in full as billed for the billed amount, without deductions, within 15 days. After 15 days, past due fees of 1.5% for each 30 day period will be charged. Any issues should be promptly communicated and will be dealt with as specific and separate items. Orders will not be shipped if account is not kept current unless other defined terms are agreed to in writing.

2) On those rare occasions where there may be a claim or any other issues thought to be applicable, all carriers require those incidents be handled separately with separate documentation. USP also requires this to allow for predictable accounts receivables and an organized process of discovery on issues. USP does not take title to your products and therefore is not in ownership with responsibility for the shipment but utilizes carriers that have insurance coverage on the cargo upon loading and signing the BOL. (Insurance may be capped at \$3.00/lb/\$100,000 per load). In the rare event of a claim, USP will assist you in the claim recovery process on carrier claims in excess of \$100 if you elect to have us do so. We have a carrier claims process that will comply with all legal requirements of the carriers and claim laws but USP cannot be held liable for products you, the carrier, or your customer own, take title to, and have responsibility for. You agree that USP shall not be liable to you or any other party for any loss of, or damage to, your cargo (shipment). If you need additional information or wish to use our claims check sheet, please contact us at claims@usperishables.com or dial 866-294-1189.

3) Should any added services or charges be imposed or required by your origin or the destination, such as charges for loading or unloading, lumper fees, gate fees, dock fees, special pallet charges, etc., these charges (of any nature) will be included on your invoice for the shipment with reimbursement at 100% of those charges. For any invoices outstanding over 30 days, USP reserves the right to increase the charges for loading or unloading, lumper fees, gate fees, dock fees, special pallet charges, etc., to 110%. Receipt would be provided. Detention charges will apply if your shippers / consignees change or delay the agreed to pick up or delivery dates / appointment times, and if loading or unloading exceeds 1hr each for LTL shipments and 2 hrs for TL. If shipment is on other than standard pallets with normal loading and unloading, we must be informed at point of receiving order – all added expenses from miscommunications will be responsibility of customer

and origin.

4) This agreement does not create an employer/employee or an agency relationship between you and USP; USP is an independent contractor. You also understand and agree that USP is not an agent of the carriers that it uses.

5) You agree to defend, indemnify and hold USP harmless from and against any and all third party claims and any damages, liabilities, losses, costs and expenses (including reasonable attorneys' fees) resulting there from, to the extent arising out of or relating to (i) your cargo (shipment), (ii) the negligence or willful misconduct of you or your employees, agents or contractors, or (iii) the breach of, or failure under, this agreement by you or your employees, agents or contractors.

6) USP represents that it will perform its services in a professional manner that is consistent with industry standards. USP PROVIDES NO WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. USP DOES NOT REPRESENT OR WARRANT THAT YOUR SHIPMENT WILL BE DELIVERED IN A TIMELY MANNER. USP SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL USP BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, DELAY DAMAGES, OR LOST PROFITS, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, EVEN IF USP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7) This agreement is governed by the laws of California, without regard to its choice of law principles. Any and all claims or disputes arising out of this agreement shall be brought exclusively in state court located in Hayward, Alameda County, California. The parties agree to submit to the exclusive jurisdiction and venue of said court.

You are valued as a customer and friend – all parties working together must operate as smoothly as possible to optimize the freight savings and cost-effectiveness. Utilizing USP to service the freight opportunities provides a value to our customers through freight savings and throughout the entire logistics process for our customers. We sincerely hope to continue servicing your needs as a partner in a long and growing mutually beneficial relationship.

Please sign and return this understanding so that we may service your needs and provide the savings you expect. Where necessary, please clarify these points with others involved in your organization.

Terms and conditions understood and agreed to by:

Printed Name

Physical Address of Company

City, State, Zip Code

Signature

Company

Position

Date

GUARANTY OF PAYMENT. The undersigned personally guarantees the full and timely payment of any obligations incurred by the above-referenced Company to USP. If the above-referenced Company fails, for any reason whatsoever, to pay any amount owed to USP, then the undersigned agrees to pay such amounts. This guaranty includes, without limitation: (i) the payment of all principal and interest amounts owed to USP, and (ii) all costs, charges, fees, expenses and reasonable attorneys' fees incurred by USP in the collection of any part of any of the debt from the above-referenced Company.

Signature

Printed Name

Date

Personal Legal Residence Address, City, State, Zip