

TOTAL QUALITY LOGISTICS CUSTOMER APPLICATION

REQUIRED INFORMATION*

Company Name*

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Physical Address*

City*

State/Province*

Zip Code*

Country*

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Billing Address*

☐ Check box if same as Physical Address

City*

State/Province*

Zip Code*

Country*

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Billing Email Address*

Billing Phone Number*

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Your Name*

Title*

Your Email Address*

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TOTAL QUALITY LOGISTICS

CUSTOMER APPLICATION

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions ("General Terms") apply to all transportation services provided by Total Quality Logistics, LLC ("TQL") or its subsidiaries, including TQL Global, LLC (whichever of TQL or its subsidiaries is providing services is referred to as "Company").

1. Customer affirms that information furnished in its application with Company is current and accurate. These General Terms supersede any prior terms or agreements between Company and Customer related to the subject matter of these General Terms and are effective for one (1) year, automatically renewing for successive one (1) year periods, unless terminated by either party by providing 30 days written notice to the other party. If, however, the parties continue to conduct business after termination, these General Terms will apply.
2. Payment receiving terms are NET 30 days from invoice date, and a finance charge of 1.5% per month is added to accounts 30 days or more past due. Customer will pay all collection company costs, attorney fees, court costs, and any other collection costs associated with collecting amounts due.
3. Customer affirms that it is solvent, is not currently a party to any bankruptcy proceeding, is not being dissolved or otherwise liquidating its assets, can satisfy all financial obligations to Company, and has authority to tender all freight for which it requests Company to arrange transport. Customer affirms that there are no open judgments, suits, or liens against Customer.
4. Customer will promptly notify Company of any material change in ownership.
5. TQL is a transportation broker only, arranging transportation of freight by independent third-party motor carriers ("Contract Carriers"). If TQL is listed on Bills of Lading, it is for convenience only and does not change TQL's status as a broker only.
6. Customer consents to recording of phone calls for quality assurance and training purposes.
7. Company may assist in processing claims for cargo loss, shortage, or damage, but Customer must file cargo claims relating to Contract Carriers within nine (9) months from the date of such loss, shortage, or damage, which for purposes of these General Terms will be the delivery date or, in the event of non-delivery, the scheduled delivery date. Customer will fully cooperate with Company in processing Customer's cargo claims. If Company pays a claim, Customer automatically assigns any and all of its rights and interest in the claim to Company.
8. Contract Carriers are required to maintain cargo insurance in the amount of \$100,000 per load. Customer will not tender loads valued in excess of \$100,000 without first giving TQL sufficient written notice to arrange for increased insurance limits. Failure to provide such written notice prior to tender will result in Customer's loads being insured by Contract Carriers to a maximum of \$100,000.
9. These General Terms will be governed by the laws of the State of Ohio, except to the extent that federal transportation laws and regulations preempt those laws. The state courts located in Clermont County, Ohio will have exclusive and irrevocable jurisdiction over and will be the exclusive and mandatory venue for any claim, counterclaim, dispute, or lawsuit arising in connection with any transactions, loads, or other business between Company and Customer, and Customer consents to and waives any objection to such jurisdiction.
10. Customer agrees to indemnify, defend, reimburse, and hold Company harmless for Customer's negligence, willful misconduct, and/or breach of these General Terms to the fullest extent of the law.
11. Customer agrees that all loads transported by a mode or service other than full truckload (including, without limitation, less-than-truckload ("LTL"), intermodal, ocean, air, rail, and customs brokerage) and all loads transported outside the U.S., regardless of mode, are subject to the Multi-Mode Terms and Conditions in effect on the date of load tender ("Multi-Mode Terms"), which may be accessed on TQL's website at <https://trax.tql.com/app/ltl/data/MultiModeTermsConditions.pdf> or a copy will be provided to Customer upon written request. The Multi-Mode Terms are incorporated into these General Terms as if fully rewritten in this Section.
12. Customer acknowledges that the individual executing these General Terms has authority to do so, agrees that these General Terms may also be signed by electronic means through TQL's system, and authorizes TQL to contact each credit/bank reference provided in its application.

Customer Name:	Signature:	Title:
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Signers Printed Name:	Date:
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**By signing above, or electronically, Customer agrees to these General Terms.*

Please FAX or EMAIL all pages of the completed/signed application to:
Total Quality Logistics, LLC Attn: New Account Department
Fax: 513-965-7630 | Email: NewAccounts@TQL.com