


Guaranteed Services. (PES-~~AVC~~) will provide LTL Guaranteed Services for additional charge, if requested by the Customer. LTL delivery times generally do not begin to run until the day after the pickup of the shipment, except as otherwise noted by the carrier selected. Guaranteed Service transit times do not include holiday and/or no service days as defined by the individual carrier. The Customer is liable for all charges related to the shipment. In the event of a carrier's failure to comply with the guaranteed service requested, the Customer shall have fourteen (14) days from the actual delivery date of shipment to file a written claim request with (PES-~~AVC~~). If (PES-~~AVC~~) does not timely receive a claim request within fourteen (14) days, the service provided by the LTL carrier will be deemed to have met all guaranteed service standards and the claim request will be considered invalid and denied. In the event of the carrier's failure to comply with the guaranteed service requested and after the carrier has agreed to liability and has paid the amount to Customer to Go LTL Hub will credit the account of Customer with such amount and paid by the carrier. In no event shall Go LTL Hub be liable, nor will any account be credited if the Customer does not use BOL.

Attorneys Fees. Should any legal proceeding be commenced between the Parties concerning the terms of this Agreement, or the rights and duties of the Parties, the prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to costs, expenses and reasonable attorney fees.

Binding Nature of Agreement; Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and assigns, except that no party may assign, delegate or transfer any of its obligations under this Agreement without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld.

16. Headings. The headings used in this Agreement are used for administrative purposes only and do not constitute substantive matter to be considered in construing the terms of this Agreement.

17. Execution. This Agreement shall be binding upon receipt by Go LTL Hub of Customers acknowledgment of its intent to be bound thereby, as evidenced by its designation of acceptance of Go LTL Hub's web page or by its execution of the BOL, or by other acknowledgment by the Customer.



18. No Other Parties to Benefit. This Agreement is made for the sole benefit of the Parties hereto and their successors and permitted assigns. Except as expressly provided herein, no other person or entity is intended to or shall have the rights or benefits hereunder, whether as third-party beneficiaries or otherwise.


19. Remedies. In the event of a breach of this Agreement or any term hereof by any party, the other Party shall have all rights and remedies available at law, in equity, or under the terms of this Agreement, except as otherwise limited herein.

20. Construction. This Agreement is intended to express the mutual intent of the Parties hereto, and irrespective of the identity of the Party or counsel who prepared this document, no rule of strict construction shall be applied against any Party.

21. Governing Law; Forum; Venue. This Agreement is deemed executed, delivered and performed in the State of Arizona, and the substantive laws of the State of Arizona and Federal law as applied in Arizona without reference to choice of law principles and specifically excluding the United Nations Convention on Contracts for the International Sales of Goods, shall govern its interpretation and enforcement. Any action brought to interpret or enforce any provisions of this Agreement, or otherwise relating to or arising from this Agreement, shall be commenced and maintained in the Superior Court in and for the County of Maricopa in the State of Arizona and each Party consents to jurisdiction and venue in such court for such purposes.

22. Modification and Waive and Complete Agreement. No provision of this Agreement shall be amended, waived or modified except by an instrument in writing signed by the Parties hereto. This Agreement contains the entire agreement between the parties hereto with respect to the matters covered herein. This Agreement supersedes all agreements or documents entered into between the parties.

23. Materiality. All covenants, agreements, representations and warranties made herein shall be deemed to be material and to have been relied on by the Parties in entering into this Agreement and shall survive the acceptance of this Agreement.



24. Severability; Integration. The inapplicability or unenforceability of any provision of this Agreement shall not limit or impair the operation or validity of any other provision of this Agreement. This Agreement and the documents incorporated into this Agreement by reference, constitutes and embodies the full and complete understanding and agreement of the Parties hereto and supersedes all prior understandings, whether oral or written. No representation, promise, inducement or statement of intention has been made by any Party hereto which is not contemplated by or embodied in this Agreement, and no Party hereto shall be bound by or liable for any alleged misrepresentation, promise, inducement or statement of intention not so set forth.

25. Additional Instruments and Acts. The Parties to this Agreement shall execute (with acknowledgment or in affidavit form, if required) any further or additional instruments, and shall perform any acts, which are or may become reasonably necessary to effectuate and carry out the purposes of this Agreement, without the necessity of incurring any additional expense.

26. Interpretation. In this Agreement the singular includes the plural, and the plural the singular; words importing any gender include the other genders; references to writing include printing, typing, lithography and other means of reproducing words in a tangible visible form; the words "including," Includes and include shall be deemed to be followed by the words without limitation.

27. Authority. By execution of this Agreement, the signatories hereto represent and warrant their authority to act in the capacity stated. By execution of this Agreement, each Party represents and warrants its right, power and authority to enter into and to perform its obligation under this Agreement.



Credit Terms for Nationwide Transportation Services

1. Payment. All charges are payable in US Dollars, are due, and payable fifteen (15) days from the date of delivery (net/15). Past due invoices shall be subject to an additional charge at the rate of 8 % per month of the average outstanding balance due. All funds received by Go LTL Hub will be applied to the oldest (based on pick-up date) invoiced BOL outstanding. Overpayments do not accrue interest. In the event past due invoices are given to an attorney or collection agency for collection, Customer agrees to pay, in addition to the account balance, all interest payments, and collection costs including reasonable attorney's fees.

2. Credit Approval. Payment terms and credit limits are subject to credit approval, which shall be determined from time to time, in the sole and absolute discretion of Go LTL Hub. The Customer grants Go LTL Hub the right to perform such credit and background searches as Go LTL Hub deems necessary. When paying by credit card or electronic funds, the Customer agrees it will be responsible for all charges due and owing, including any adjustments, on account or such Customers shipment. The Customer authorizes Go LTL Hub to charge the Customers credit card or bank account for any charges.

3. Determination of Charges. The Customer shall be liable for all charges payable on account of such Customers shipment. Such charges may include transportation, fuel and other applicable accessorial charges, any charges made by the carrier(s) after the shipment, and all duties, customs assessments, governmental penalties, fines and taxes. Go LTL Hub reserves the right to amend or adjust charges and to re-invoice the Customer in the following events: (i) if the original quoted amount was based upon incorrect information provided by the Customer; or (ii) if additional services by the carrier were required; or (iii) if the Customer authorized the carrier to perform the pickup, transportation and delivery functions other than contemplated by the BOL. Any dispute by customer of any invoice issued by Go LTL Hub shall be made in writing, specifically indicating the nature of the dispute and made within 30 days from the date of the invoice. In the event Go LTL Hub does not receive timely written notice of the dispute, the charges will be conclusively presumed to be valid.

4. Lien. Go LTL Hub shall have a lien on the shipment for all sums due it relating to this shipment or any other amounts owed by Customer. Customer authorizes Go LTL Hub to advise third parties of asserted liens and to hold possession of any shipment against which a lien is asserted.