

## **Account Application Form**

By signing this Account Application Form, the terms and conditions of doing business with Express Logistics, Inc. will be as follows as Express Logistics Inc. will assist Client in the management of freight and distribution operations.

- 1. Express Logistics will negotiate all LTL carrier contracts. Rates are effective for all outbound, drop-ship and inbound shipments that are clearly marked "Bill Third Party to Corviva, Inc."
- 2. Express Logistics will pre-audit and pay all carrier freight invoices on behalf of Client.
- 3. Express Logistics will provide Client with a weekly, consolidated invoice of all freight shipments.
- 4. Express Logistics guarantees the integrity of the rates 100%, with exception to reclassification, shipment reweighs and accessorial charges.
- 5. Express Logistics will provide Client access to Express Logistics' Pro Ship for less than truckload shipments. Express Logistics will keep Pro Ship updated with current rates, discounts and fuel surcharges.
- 6. Express Logistics will conduct a basic NMFC commodity review of outbound freight with the assistance of Client.
- 7. Express Logistics will maintain their assigned Brokerage Authority License (MC524952) and Surety Bond as required by law, with national operating authority. Proof of insurance will be delivered to Client upon request.
- 8. Client agrees and understands that Express Logistics, Inc. is not a carrier and is solely a third party logistics broker.
- 9. Express Logistics will assist Client in handling freight claims for lost or damaged freight. This will entail Client providing information to Express Logistics for the claim filing to the specified carrier. Express Logistics will not be responsible for any freight claims that are denied for any reason by the specified carrier. If Express Logistics recovers any costs for Client, Express Logistics will issue 100% of the claim amount back to Client. Express Logistics cannot be held responsible for any type of product liability.
- 10. In the event that the Client elects to use Express Logistics' services for inbound or drop-ship freight routing, Express Logistics' standard carrier selection will be based upon using the low cost carrier that appears in Pro Ship on a per shipment basis unless notified otherwise by the Client. If Client would like Express Logistics to use a different methodology for standard carrier selection, please submit such requests in writing. Carriers' Limit of Liability can be found in Pro Ship in the Company News portal.
- 11. For truckload shipments, Express Logistics requires its selected carriers to possess cargo insurance with a minimum policy limit of \$100,000. Unless Client provides notice to Express Logistics that more than this \$100,000 limit is requested and specifically identifies the replacement limit requested, Client agrees that Express Logistics' selected carriers shall not have liability in excess of \$100,000 for cargo loss or damage.
- 12. Client agrees to pay each shipment at the invoiced amount to Express Logistics, Inc., 1125 SE Westbrook Drive, Suite B, P.O. Box 628, Waukee, IA 50263. The invoiced amount could include extra charges that have been accessed by the carrier. The additional charges could be for accessorials, re-weighs or reclassifications. Accessorial charges could entail: job site delivery, lift gate requirement, notification, residential delivery, re-consignment, re-bill, COD shipment or hazardous material handling. Accessorial charges cannot be corrected after the shipment has been tendered. Express Logistics will assist in researching the re-weighs and reclassification charges. If such charges are reduced by carrier, Express Logistics will issue a credit for the difference back to Client. If charges are not reduced, Client is responsible for paying the full amount as invoiced by Express Logistics.
- 13. Client agrees to pay the invoices in full within 15 days. In the event of default, client acknowledges and agrees to pay late charges of 1.5% per month on all balances together with attorney fees and collection costs of 33 1/3% plus court costs incurred.
- 14. Client agrees that lowa District Court in Polk County shall have exclusive jurisdiction and venue for all matters of dispute to be decided under lowa law subject to the right of Express Logistics, Inc., to enforce judgement in Plaintiff's favor under the full faith and credit clause of the U.S. Constitution.

Full Corporate Name (as it will appear on BOL)	Person Authorizing Account	Corporate Tax ID (TIN)#	DUNS Number
Address	City	State	Zip Code
Telephone	Fax	Email Address	
Billing Contact	Billing Phone	Shipping Contact	Shipping Phone