



**EXPRESS LOGISTICS INC.
TERMS & CONDITIONS**

By the terms of this agreement Client retains Express Logistics Inc., to assist in the management of freight and distribution operations.

The conditions of this management agreement are as follows:

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 the 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. 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.
9. 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.
10. Client agrees to pay each shipment at the invoiced amount. 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.
11. Client agrees to pay the invoices within 15 days. Invoices not paid within 21 days will receive a 1.5% finance charge per month. Terms can be extended to 30 days if client agrees to ACH debit initiated by Express Logistics. In the event Express Logistics retains an attorney or collection agency to collect unpaid charges or for the enforcement of these Terms and Conditions, all unpaid charges will be subject to a late payment penalty of 33% and Client shall also be liable for all attorneys and collection agency fees incurred, together with related costs and expenses.

Company 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

X		
Signature of Owner/Manager Authorizing Account	Print Name/Role	Date

Commodity Review Date	Implementation Date	ACH Debit Information	Checking Account Number	Bank Routing Number
-----------------------	---------------------	-----------------------	-------------------------	---------------------