20 North Plains Industrial Rd.
Wallingford, CT 06492
203.200.7275
www.FENICHEY.com

Standard Terms and Conditions

Third Party Agreement

By using the services provided by Fenichey LLC, you confirm that you have read, understood, and agreed to the following terms and conditions. Continued use of our services constitutes your acceptance of these terms.

1. **Broker Designation.** Customer acknowledges and agrees that Fenichey LLC is acting solely as a transportation broker and not as a motor carrier or freight forwarder, regardless of any references to "carrier" or similar terms on the bill of lading, load confirmation, invoice, or in any other communications. Fenichey assumes no carrier liability under the Carmack Amendment or otherwise, and all carrier liability remains with the underlying motor carrier providing the transportation services.

2. **Payment Terms.** Applicant agrees to pay Fenichey, LLC (FENICHEY) the outstanding balance of its account when due. Payment Terms are Net 30.

3. **Interest.** In the event payment is not received by Fenichey by the date it is due, Fenichey may charge interest on the outstanding amount then due calculated at the rate of 1% per month until the payment is made in full.

4. **Credit Check.** Applicant hereby authorizes Fenichey to investigate all bank and trade references and information provided. Applicant is under the affirmative obligation to promptly notify Fenichey of any material change in its financial condition or, to the extent applicable, the financial condition of the beneficial owner of the goods for which applicant may be acting as Agent.

5. **Litigation.** In the event this agreement is placed by Fenichey in the hands of an attorney or collection agency for collection, applicant agrees to pay, in addition to the balance due, all collection costs including reasonable attorney's fees. This application shall be governed by and construed in accordance with the laws of the State of Connecticut. Jurisdiction and venue for such action or proceeding shall be in a forum located in New Haven County, Connecticut, having jurisdiction over the subject matter.

6. **Authority.** The applicant has full power and authority to enter into and perform this agreement and all corporate action necessary to authorize the execution and delivery of the agreement

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and the performance of its obligations hereunder has been duly taken. This agreement has been duly executed by the applicant and constitutes the legal, valid, binding and enforceable obligation of the applicant.

7. **Limitation of Liability.** The liability of Fenichey arising out of or relating to the agreement or services provided hereunder shall be limited to the amount actually paid by the applicant to Fenichey as consideration for this agreement and in no event shall Fenichey be liable for loss of profits, costs of procuring substitute goods or services or any incidental, indirect or consequential damages of any kind. The parties acknowledge that this term has been bargained for and that the purchase price is derived in material part on the basis of the parties agreement to this limitation.

8. **Survival of Representation and Warranties and Covenants.** The representations, warranties, covenants and obligations of the applicant and Fenichey set forth in this agreement shall survive the delivery of the final product and payment of the purchase price and for one year thereafter.

9. **Carrier's Rules Tariffs.** All shipments are governed by the carrier's rules tariff. The carrier's rules tariff supersedes all other agreements. Costs added to the invoices under the rules provided by the carrier will be passed to the applicant along with an administrative fee to be determined by Fenichey.

10. **Claims.** In the event of loss or damage of the goods shipped under this agreement, Fenichey agrees to assist the applicant with filing a freight claim with the carrier or insurance provider under the following conditions: 1) Freight invoice must be paid prior to presentation of the claim, 2) Fenichey maintains no liability for the lost or damaged property, 3) only the applicant, or his assigns, can accept or reject a carrier's or insurer's settlement offer.

11. **Credit Card Payment.** If applicant provides credit card payment, applicant agrees their right to dispute charges will end when charge authorization is granted by fax, email, phone or other means. Fenichey will keep a signed credit card authorization on file. Use of credit card payment does not change the rights or obligations under this agreement.

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