



# FULL SAIL LOGISTICS

## CLIENT APPLICATION

### MISSION STATEMENT //

OUR MISSION IS TO PROVIDE DEDICATED, AROUND-THE-CLOCK SERVICE TO HELP CLIENTS OPTIMIZE THEIR SUPPLY CHAIN AND STREAMLINE THEIR SHIPPING PROCESS FROM START TO FINISH.

### COMPANY INFORMATION //

MC #1083259

### BANKING INFORMATION //

JP MORGAN CHASE

7990 WASHINGTON VILLAGE DR., DAYTON, OH 45459

PHUONG DU - 937-291-0578



### CLIENT INFORMATION

\* Indicates Required Field

CLIENT NAME\*

PHYSICAL ADDRESS\*

Street\*

City\*

State\*

Zip Code\*

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Billing Address Same as Physical Address

BILLING ADDRESS\*

Street\*

City\*

State\*

Zip Code\*

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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### CLIENT INFORMATION

Year Business Started

D&B Number

Company Type

<input type="text"/>	<input type="text"/>	<input type="text"/>
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Do you have LTL freight? (check one)

Yes  No

Estimated maximum load value\* (check one)

\$0-\$50K  \$51-\$100K  \$101-\$250K  \$251-\$500K  \$501K

Stock Symbol

Estimated Full Truckloads Per Week

<input type="text"/>	<input type="text"/>
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### ACCOUNTS PAYABLE

Accounts Payable Contact

Accounts Payable Phone

Accounts Payable Email

<input type="text"/>	<input type="text"/>	<input type="text"/>
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Will we invoice other locations? (check one)

Yes\*  No  I Don't Know

\*(if yes) What additional locations?



### BILLING INFORMATION

What email address should we use for invoices?\*

Do you accept invoices via fax? (Copies of bills of lading can be attached)\*  Yes  No

Invoicing fax number\* (if yes)

If invoicing a 3rd party:

3rd Party Invoicing Company	3rd Party Invoicing Contact	3rd Party Invoicing Phone
<input type="text"/>	<input type="text"/>	<input type="text"/>

Can we contact you to discuss Electronic Data Interchange (EDI) transactions?  Yes  No

EDI Contact Name\* (if yes)

EDI Contact Phone Number\* (if yes)

<input type="text"/>	<input type="text"/>
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Do you require pallet exchange?  Yes  No  I Don't Know

Do you reimburse for unloading charges?  Yes  No  I Don't Know

Do you have the ability to pay through ACH?  Yes  No  I Don't Know

To process payment, do you require load tenders?  Yes  No

Do you have any additional billing requirements?  Yes  No

Do any of the FDA's Food Safety Modernization Act (FSMA) regulations apply to the commodities that are shipped by your company?  Yes  No

If YES:

Please describe any FSMA protocols that you have in place so that FSL, as a non-asset based broker, can accurately communicate them to the third-party motor carrier.



### BANK REFERENCE

*Required for Maximum Credit*

Bank Name

Bank Representative

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Bank Phone Number

Checking Account Number

Email

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Bank Transit Number (Canada Only)

Fax Number

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### BANK REFERENCE

*Required for Maximum Credit*

Reference 1: Company Name

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Contact Name

Contact Phone Number

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Reference 2: Company Name

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Contact Name

Contact Phone Number

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Reference 3: Company Name

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Contact Name

Contact Phone Number

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### GENERAL TERMS & CONDITIONS

*These General Terms and Conditions ("General Terms") apply to all transportation services provided by Full Sail Logistics LLC ("FSL") or its subsidiaries.*

1. Client affirms that information furnished in this application is current and accurate. The term of this agreement will be for one (1) year and will automatically renew for successive one (1) year periods, unless terminated by either party by providing 30 days written notice to the other party. If the parties continue to conduct business after termination, the provisions of this agreement will continue to apply.
2. FSL's 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. If FSL uses a collection agency or attorney to collect any amounts due, Client agrees to pay all associated collection costs, attorney fees, and court costs.
3. Client affirms that it is solvent, is not currently a party to any bankruptcy proceeding, is not being dissolved or otherwise liquidating its assets, and can satisfy all financial obligations to FSL. Client affirms that there are no open judgments, suits, or liens against Client.
4. Client will promptly notify FSL of any material change in ownership.
5. FSL is a transportation broker only who arranges the transportation of freight by independent third-party motor carriers ("Contract Carriers"). Client agrees that if FSL is listed on Bills of Lading, it is for convenience only and does not change FSL's status as a broker only.
6. Client consents to FSL's recording of phone calls for quality assurance and training purposes.
7. FSL is not liable for any loss, damage, misdelivery or non-delivery caused by: (i) the act, default or omission of a Carrier; the Client or any other party who claims interest in the shipment; or (ii) the nature of the shipment or any defect therein; or (iii) a violation by the Client of any provision of this Agreement, the BOL, the carrier's tariff, including, improper or insufficient packing, securing, marking or addressing; or (iv) failure to observe any of the rules relating to shipments not acceptable for transportation or shipments acceptable only under certain conditions; or (v) acts of God, perils of the air, public enemies, public authorities, acts or omissions of Customs or quarantine officials, war, riots, strikes, labor disputes, shortages, weather conditions or mechanical delay or failure of vehicles, aircraft or other equipment; or (vi) the acts or omissions of any person other than employees of FSL; or (vii) the selection of carrier for a particular shipment. Client acknowledges that in order to provide competitive rates for the services, that the parties have agreed as a material term of this Agreement that the risk of loss or damage incurred as a result of FSL's alleged liability shall be limited to the fees that FSL has earned with respect to the subject shipment. Client specifically acknowledges that FSL shall have no liability for negligent acts or omissions of its employees except to the extent such actions or omissions constitute gross negligence.

- The Client will look solely to its own insurance, a Shipper's policy, or insurance provided by the carrier for damage to goods in transit. Each carrier's governing tariff will determine the standard liability cargo insurance coverage offered on any shipment, subject to any exception value. If the shipment contains freight with a predetermined exception value, as determined by the selected carrier, the maximum exception liability will override the liability coverage otherwise provided by the tariff. The Client acknowledges a claim for damages does not relieve it for payment under the terms of this Agreement. Timely payment is a condition precedent to the processing of a damage or insurance claim. All freight cargo claims should be submitted immediately to FSL for transmission to the Carrier or its insurer. FSL will attempt to assist in the resolution of freight claims, but has no responsibility or liability therefore. Where a damage claim is submitted with carrier on behalf of Client, FSL shall have a lien on any amounts recovered to the extent of open past due invoices on the Client's account.
- 8.

- FSL's Contract Carriers are required to maintain cargo insurance in the amount of \$100,000 per load. Client will not tender loads valued in excess of \$100,000 without first giving FSL sufficient written notice to arrange for increased insurance limits. Failure to
9. provide such written notice prior to tender will result in Client's loads being insured to a maximum of \$100,000.



### GENERAL TERMS & CONDITIONS

10. The state courts located in 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 FSL and Client.
11. Client agrees to indemnify, defend, and hold FSL harmless for Client's negligence, willful misconduct, and/or breach of this agreement to the fullest extent of the law.
12. "Less than Load" ("LTL") rates are based on the freight class as determined by the National Motor Freight Classification ("NMFC") and are weight based. All displayed transit times are estimates only and do not include day of pickup. LTL pickup dates are not guaranteed. Truckload ("TL") rates are based on Dock Door Pickup/Dock Door Delivery and Shipper Load/Consignee Unload and are mileage based. Additional fees may apply for charges including, Tractor Detention, Trailer Detention, and Driver Assistance. Client must tender this load to carrier at the agreed upon rate, or pay a "truck ordered, not used" penalty at cost.
13. FSL will provide LTL Guaranteed Services for additional charge, if requested by the Client. 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 Client 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 Client shall have fourteen (14) days from the actual delivery date of shipment to file a written claim request with FSL. If FSL 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 Client to FSL, FSL will credit the account of Client with such amount and paid by the carrier. In no event shall FSL be liable, nor will any account be credited if the Client does not use FSL's BOL.
14. The inapplicability or unenforceability of any provision of these terms and conditions shall not limit or impair the operation or validity of any other provision of these terms and conditions. These terms and conditions and the documents incorporated herein 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 these terms and conditions, and no Party hereto shall be bound by or liable for any alleged misrepresentation, promise, inducement or statement of intention not so set forth.
15. Except as expressly provided in this agreement, FSL makes no warranties, express or implied, including, without limitation, warranties or merchantability or fitness for a particular purpose, with regard to shipments, warehoused goods, items in transit or deliveries. FSL cannot guarantee delivery by any specific time or date. In no event shall FSL be liable for any special, incidental, or consequential damages, including damages relating to loss of profits or income, whether or not such damages were reasonably foreseeable.
16. By signing below, Client acknowledges that the individual executing this agreement has authority to do so and further authorizes FSL to contact each credit/bank reference provided.

CLIENT NAME\*

Signature

Date

Print Name

Title

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*\*By signing above I, and the company/entity I have authority to bind, consent to be legally bound by this agreement's terms and conditions.*