HLI Laredo, LLC. Standard Terms and Conditions (Carriers)

These terms and conditions of service constitute a legally binding contract between HLI Laredo LLC ("HLI") and Carrier. These terms and conditions apply to all services, including those provided pursuant to the Company's Rate and Load Confirmation sheets or Purchase Orders, unless otherwise set forth in writing. By accepting cargo for transport from HLI, Carrier agrees to the following:

- 1. Prior to departure from the point of origin, Carrier's driver(s) shall: (a) confirm that for the cargo tendered for shipment, all dimensions, weights and numbers of pieces match those set forth in the applicable Rate and Load Confirmation sheets or Purchase Orders; (b) check the piece's description tags, measurements and quantities; and (c) report to the terminal dispatch any discrepancy in dimension, weight, piece identification or quantity. Failure to comply may result in a loss of Carrier revenue.
- 2. Carrier's driver or dispatcher will telephone HLI's office when the cargo is loaded, each day by 9:00 am central time while in transit, and when the shipment has been delivered.
- 3. Upon delivery, Carrier's driver shall obtain written Proof of Delivery ("POD"). Carrier must email all POD's to pod@hli.us.com, text a clear picture of the POD to 713-302-4988 or fax the POD to 832-442-4722 within 24 hours of delivery.
- 4. Carrier shall provide 4 hours free time for loading and 4 hours free time for unloading, unless otherwise agreed by both parties in writing.
- 5. Carrier may not "Double Broker" any load. "Double Brokering" a load constitutes a material breach of this Agreement, which shall result in immediate termination of this Agreement, without notice or payment.
- 6. Carrier shall maintain a minimum of \$1,000,000.00 of cargo insurance coverage, name HLI as additionally insured on such policy and waive subrogation. Carrier must provide a Certificate of Insurance (COI) listing HLI Laredo, LLC at 8900 Eastloch Drive, Suite 100, Spring, TX 77379 as certificate holder with additional insured and waiver of subrogation endorsements.
- 7. All invoices must be accompanied by signed copy of the applicable Rate and Load Confirmation sheet or Purchase Order along with the signed POD. Originals are not required. Invoices may be mailed to 256 S Clinton Avenue, Lindenhurst, NY 11757 or emailed to admin@hli.us.com. Payment terms are thirty (30) days from receipt of invoice.
- 8. Detention is subject to review by HLI. Carrier shall be paid only the agreed contract amount on all monies collected by HLI for detention. Carrier must provide written acknowledgement of detention by Shipper/Consignee by original readable signature showing date and time of arrival, appointment time and release. Carrier shall not invoice, bill or solicit Broker's customer for any charges connected with this Agreement, including for detention.
- 9. All Rate and Load Confirmations and Purchase Orders are subject to HLI 's Motor Carrier Brokerage Agreement (MCBA). If any discrepancy, dispute or misunderstanding exists between MCBA terms and these Terms and Conditions, then the MCBA shall prevail.
- 10. This Agreement is entered into by the Carrier and HLI Laredo, LLC. The rate and charges on any freight tendered to, accepted by, and dispatched by the Carrier shall be on a load-by-load basis and agreed to pursuant to a Rate and Load Confirmation or Purchase Order in effect at the time of acceptance of said freight. These rates and charges shall supersede all other rates and charges contained in any and all tariffs. Rates that are not documented in writing and agreed to by both HLI and the Carrier will be considered arbitrary and shall be forfeited by the Carrier.
- 11. Carrier shall hold HLI harmless for shipping delays due to causes beyond its reasonable control, including but not limited to acts of God, fire, strike, flood, military authority, government regulation or priority rating, embargoes, shortages of materials, components or labor, or other circumstances causing work slowdown or stoppages such as a local, regional, national or global epidemic or pandemic resulting from a communicable disease or other type of health or environmental crisis. In the event of such failure or delay, the delivery/performance date shall be extended for a period of time equal to the time of such delay plus such additional time as may be needed to overcome the effect of said event.
- 12. In addition to the Carriers acts or omissions covered under the Carriers respective Insurance policies, Carrier agrees to DEFEND, INDEMNIFY AND HOLD HARMLESS Broker for any direct, indirect and consequential loss, damage, fine, expense, including reasonable attorney's fees, action, claim for injury to person, including death, and damage to property and cargo, arising out of or in connection with its obligations under this Agreement or breach thereof. This provision shall remain in full force and effect both during and after completion of this shipment.

have read and agree to these Terms and (Conditions	Date	Initiale