

Fore Transportation—Terms and Conditions

PRE-PAID SHIPMENTS

Customers that (a) choose to pay in advance of their shipments, (b) are required to pay in advance because FORE TRANSPORTATION INC has not had the opportunity to review their credit information for the establishment of open credit terms or (c) have not established credit privileges due to credit worthiness issues must submit their payment via overnight check or wire transfer. (Note: The amount quoted for a pre-paid delivery may not include all of the accessorial charges necessary for moving the load.)

Wire:

Cole Taylor Bank

Chicago, IL

ABA #: 071000343

Checking Account #: 069221812

Overnight Address:

Fore Transportation Inc

250 E. 167th Street

Harvey, IL 60426

CREDIT APPLICATION

Any new customer must obtain FORE TRANSPORTATION INC'S credit approval before FORE TRANSPORTATION INC will arrange for transportation. The following information must be submitted to FORE TRANSPORTATION INC'S Credit Department:

- A. A completed credit application signed by an owner or a corporate officer of the prospective customer.
- B. "Bill To" information, including physical address, phone number, and contact name of the customer. Plus any special requirements that the customer may have to approve payment
- C. Preferred method to receive billing (facsimile, email or mail)

REVOCAION OF CREDIT

FORE TRANSPORTATION INC reserves the right to revoke credit or to reduce a customer's credit limit due to a change in credit worthiness, pay history or similar considerations. Upon revocation of credit, all prior rate agreements, both written and verbal, will be null and void. Any shipments yet to be delivered under prior rate agreements will return to the current retail rates. All future shipments will be billed at the current retail rates. If credit is revoked and freight is held while customer establishes new credit terms, customer is responsible for all container storage and chassis storage fees. See accessorial charges tab on the Fore Transportation rate card for current retail rates and storage fees.

PAYMENT TERMS / FINANCE CHARGE

Unless otherwise agreed in writing and signed by authorized representatives of FORE TRANSPORTATION INC and the customer and subject to FORE TRANSPORTATION INC'S credit approval, payment will be due within 30 days of invoice date in US funds. If an invoice is not paid on or before the due date, such invoice will be subject to a late charge from the date payable until payment in full at 1% per 10 business days, or such lesser amount as may represent the maximum rate permitted by applicable law. If FORE TRANSPORTATION INC is required to utilize the services of a collection agency or attorneys to collect any amounts due, the customer will be responsible for reasonable collection costs, attorney fees, court costs and other reasonable expenses incurred in collecting amounts owed.

OFFSET PROHIBITED

A customer may not withhold payment as an offset because of a dispute or claim with FORE TRANSPORTATION INC including but not limited to claims for overcharge, duplicate payment or other invoice-related disputes or claims for loss, damage or delay of freight or equipment.

CREDIT HOLD

FORE TRANSPORTATION INC will place an account on credit hold if satisfactory arrangements are not made on past due balances.

DISPUTE PROCEDURE FOR INVOICES

Customers must notify FORE TRANSPORTATION INC in writing of any dispute regarding a FORE TRANSPORTATION INC invoice, whether regarding line haul rates, accessorial charges, fuel surcharge or other amounts, within thirty (30) days of the date of FORE TRANSPORTATION INC'S invoice. If the customer fails to timely notify FORE TRANSPORTATION INC of the dispute, FORE TRANSPORTATION INC'S original invoice will be deemed to be final, and the customer will be deemed to have accepted such invoice in full and to have waived any and all claims or defenses to paying such invoice. Disputes must be accompanied by reasonably detailed supporting documentation to facilitate efficient resolution. FORE TRANSPORTATION INC will work with its customers to resolve invoice disputes promptly. If FORE TRANSPORTATION INC fails to respond to a documented invoice dispute within thirty (30) days of the customer's notice, the dispute will automatically be deemed to be resolved in favor of the customer. As a condition precedent to collecting such a claim, customers must initiate an arbitration or lawsuit for overcharges, duplicate payment, over collection or other invoice-related dispute within eighteen (18) months of delivery or tender of delivery of the shipments involved.