

**CENTRAL REFRIGERATED SERVICE, INC.
TERMS AND CONDITIONS FOR CARRIERS/SHIPPERS**

CREDIT and PAYMENT of FREIGHT BILLS. Freight bills must be paid by broker/shipper/consignee upon delivery or presentment of the Bill. Presentment shall include delivery by carrier to broker/shipper/consignee of the signed receipt for each shipment and any other shipping documents required by law, such as pallet receipts, manifest and the like. In the event of non-payment by the responsible party within (30) days, interest at the rate of 1 ½ percent per month from the date of the original freight bill will be charged and the shipper will be liable for the amount of the freight bill and for all cost of collection, including reasonable attorney's fees. Jurisdiction for any disputes shall be the State of Utah.

LOSS and DAMAGE to CARGO. Carrier shall supply and operate equipment hereunder in conformity with law and industry standards, for the transportation of broker's/shipper's/consignee's freight in good order and condition. All claims for loss of damage to cargo must be filled in conformity with 49 C.F.R. Part 1005. **UNDER NO CIRCUMSTANCES WILL BROKER/SHIPPER/CONSIGNEE OFFSET CLAIMS AGAINST FREIGHT BILLS.** Any such offset shall be deemed a breach of the Agreement. Freight bills must be paid in full before any claims will be acknowledged.

PROPERTY BROKER BOND or TRUST FUND AGREEMENT. The current Broker's Bond or Trust Fund Agreement must be on file with Central Refrigerated Service, Inc. and will be maintained in the credit department. The Bond will be filed upon in the event of failure to pay any freight bill under the terms and condition set out above. In the event a new Bond is issued or changes made to current bond or trust fund, the broker agrees immediately to notify Central Refrigerated Service, Inc. and provide a copy thereof. **ALL TRANSPORTATION PROVIDED BY CENTRAL REFRIGERATED SERVICE, INC. FOR BROKERS IS AS A COMMON CARRIER. SIGNED FAX CONFIRMATIONS MUST BE FURNISHED BEFORE THE TRAFFIC MOVES.**

Please sign and fax back to Central Refrigerated Service, Inc. (801-924-7131), Attention: James Burke. Shipment will not move before our office receives a signed copy.

CENTRAL REFRIGERATED SERVICE, INC.

Personal Guarantee for: _____
In consideration of credit granted or to be granted by CENTRAL REFRIGERATED SERVICE, INC. including attorney fees and all cost of collection. In the event payment is demanded under this guarantee, the undersigned agrees to make payment within thirty (30) days. Central Refrigerated Services, Inc. may proceed against Guarantor without first exhausting remedies against the primary party to whom credit was extended.

Signature

Date

Name of Principal (Signature)

Title

Social Security Number