

DOMESTIC TERMS AND CONDITIONS

By signing and submitting the Credit Application, the company (“Applicant”) agrees with Ascent Global Logistics (“Ascent”) as follows:

1. Applicant represents and warrants that all information contained in the Credit Application is true and complete and is not misleading in any way.
2. Applicant authorizes Ascent and/or its credit agent(s) to investigate all credit history, bank references and any other information required to process the Credit Application and as it deems necessary in the future.
3. Applicant specifically authorizes its bank to release a reference to Ascent and/or its credit agent(s).
4. Ascent may give or get credit or any other information about Applicant from: (a) any financial institution, credit reporting agency, rating agency or credit bureau; and (b) any person, firm or corporation with whom the Applicant may have or proposed to have financial dealings.

Applicant agrees that all services that may be provided by Ascent to Applicant shall be governed by and subject to the Rules Tariff maintained by Ascent, as revised from time to time, available at www.ascentgl.com.

5. (the “T&Cs”), unless expressly disclaimed in a written agreement signed by an officer of Ascent and Applicant. The T&Cs in effect on the date Ascent agrees to arrange transportation of goods will be the T&Cs governing all services rendered with respect to such goods and are hereby incorporated herein by reference. Applicant further agrees that if any term or condition set forth in the T&Cs conflicts with any term or condition set forth in any transportation document (including, but not limited to, any bill of lading, waybill, manifest or tariff, whether in physical or electronic format), then the terms or condition set forth in the T&Cs shall prevail and govern.
6. Applicant agrees that it will pay in full without any offset whatsoever all accounts, including all brokerage, freight and accessorial charges, within thirty (30) days from the date of statement or as may otherwise be set out by Ascent in its accounts. For greater certainty, the Applicant agrees to pay in full the amount of each account issued by Ascent notwithstanding that the Applicant may have or make a claim against Ascent. Ascent reserves the right to demand payment of all outstanding and past due charges as a pre-condition for releasing any shipments (s) at destination. This right includes the right to demand payment upon delivery of

any shipment(s) at any time. If any amount due is not paid within said period, a delinquency charge of 1.5% per month on the delinquent balance shall be added to the amount due. Credit card payments will be assessed a surcharge with the exception of customers located in CO, CT, KS, MA, ME or OK.

7. **Applicant agrees that Ascent's periodic statements as delivered will provide complete proof of all balances due and owing, unless otherwise objected to in writing by Applicant within 15 days of the date of delivery of the said statements.**
8. **Ascent reserves the right to decide how to apply any payment it receives unless otherwise specifically applied by the Applicant in writing.**
9. **Applicant agrees to reimburse Ascent for all reasonable fees (including legal fees and collection costs) and out of pocket expenses incurred by Ascent in enforcing its rights against Applicant.**
10. **Applicant agrees to provide such further financial information as Ascent may reasonably require from time to time.**
11. **Applicant agrees and undertakes to provide Ascent with notice of any change to any of the information contained in the Credit Application, including without limitation any change to the address of Applicant or its principals and owners, in writing within seven (7) days of such change addressed to Ascent at: Ascent Global Logistics, 427 E. Stewart Street, Suite 220, Milwaukee, WI 53207, Attn: Compliance. Applicant agrees to be liable for all losses incurred by Ascent related to or arising from Applicant's failure to provide any required notification.**
12. **Applicant agrees that this Credit Application and any subsequent transportation contract entered into between Ascent and Applicant will be governed by or interpreted in accordance with the laws of the State of Wisconsin and Applicant further agrees that the Courts of Wisconsin will have exclusive jurisdiction over legal proceedings in respect of the Credit Application and contract.**
13. **By signing the Credit Application, Applicant acknowledges and agrees that the individual signing on its behalf is authorized to bind Applicant to these Terms and Conditions and the [Rules Tariff](#).**