**TERMS AND CONDITIONS**

1. Credit terms are: net due within 21 days; interest of 1.5% per month (18% annually) on any balance more than 30 days old. Shipper shall be liable for reasonable attorney's fees and court costs in the event of litigation to collect on the account. The forum state shall be exclusively Your State. Venue shall be exclusively in Your County and shall include any alternative dispute resolution proceedings. Your State shall govern all matters. Payment of freight charges shall be made notwithstanding any claim for loss, damage or theft of cargo.
2. SHIPPER appoints Your Brokerage its agent to receive SHIPPER'S goods from SHIPPER"S customer or to pick up goods for SHIPPER, wherever Your Brokerage Delivers same or causes same to be delivered or where SHIPPER is carrying on a business activity, is conclusively presumed to be the agent of the SHIPPER for the receipt of said goods for the customer. Your Brokerage retains a lien on the goods sold to the CUSTOMER and the proceeds from the sale thereof until the invoice for goods and services is paid.
3. These Terms and Conditions are not subject to cancellation, modification or waiver unless agreed in writing by Your Brokerage and SHIPPER.
4. Any dispute as to any invoice on SHIPPER'S account with Your Brokerage must be made in writing within thirty (30) days of receipt of the invoice or the dispute is waived and payment of the invoice shall be due without any credit for any payment offset or claim. All notices relative hereto must be in writing with proof of delivery by Registered Mail or Certified Mail, Return Receipt Requested.

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