

- D. For Drop & Pick request, quoted rates include one (1) hour for drop and one (1) hour for pick-up (\$90.00/extra hour), unless otherwise specified.
- E. Rates do not include additional insurance for Carrier's liability. If You wish to insure this freight for a specific value, PRIMO can provide an additional insurance service. Otherwise, as PRIMO does not have direct contact with Goods, its liability is limited to Carrier's direct liability and PRIMO is only responsible for assisting Customers in filing claims against Carriers and following up on the same.
- F. If a container arrives at a destination ramp on a Friday or Saturday, it is likely to accrue storage charges for one (1) or two (2) days depending on the grounding time and allotted free time by the ramp, unless Goods can be received over the weekend and it is scheduled in advance.


18. Credit and Payment Terms and Conditions

- A. Our Credit and Payment Terms and Conditions apply. These Terms and Conditions are printed on every invoice issued by PRIMO and are available upon request. PRIMO will send the invoices only through email. Customer is responsible for providing correct email addresses and contacts and notifying Us of any updates
- B. PRIMO's standard payment terms require receipt of cash in advance of performance. In the event that PRIMO extends credit to Customer, the following additional terms are hereby agreed to be applicable.
- C. The amount of credit issued to Customer is subject to periodic revisions and PRIMO may decide to decrease, increase or revoke the monetary limits and at PRIMO's sole discretion, any debt may be declared immediately due and payable upon demand at any given time. This may be done at the sole discretion of PRIMO.
- D. By establishing a credit account for Customer, PRIMO shall be under no obligation to incur any expense, guarantee payment, or advance money on behalf of Customer. The fact that PRIMO has made a payment, advance or guarantee shall not be construed as a waiver of this provision.

- E. PRIMO allows credit card payments for the monthly maximum amount of \$1,000.00. Any credit card payment over this amount will cause a three (3) percent additional fee.
- F. PRIMO allows check payments, remitted to the following attention: Logistics Freight Solutions Inc., P.O. Box 720637 Miami, FL 33172.
- G. Customer agrees to keep the account current and agrees to pay each invoice in full within twenty (20) days of the date of the invoice (thirty (30) days for World Cargo Alliance members).
- H. Quoted rates are not guaranteed totals for services. Customer understands that, depending on conditions and/or situations occurring at time of actual delivery, additional charges may be added to the final billing for rendered services. If Customer doesn't have credit terms with PRIMO, the payment must be done in advance.
- I. In the event that Customer fails to keep the account current, all amounts owed by Customer shall immediately become due and payable. If the account is not paid when due, a delinquency charge shall accrue on the unpaid amount at the rate of 1.5% per month or part thereof. If the delinquency charge exceeds that permitted by applicable law, the charge shall be the maximum permitted by applicable law.
- J. If any invoices remain unpaid for thirty (30) days after demand for payment, PRIMO may, in addition to any other rights it has under other agreements and/or applicable law, exercise any or all of the rights of a secured party under the Uniform Commercial Code now in effect in the State of Florida. The foregoing shall be construed according to the internal substantive laws of the State of Florida, without regard to the conflict of law principles of such State.
- K. Customer, their owners and their principals, shall be jointly and severally liable to PRIMO for the payment of all invoices due, without discount, together with any Court costs, expenses, and reasonable attorney fees incurred in collecting any sums due PRIMO.
- L. Customer agrees to pay PRIMO for costs of collection, including reasonable attorney fees incurred in connection with the collection of this account, or if this account is placed in the hands of a collection agency, then the applicant agrees



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to pay PRIMO as additional and liquidated damages an amount equal to thirty (30) percent of the amount unpaid thereon, together with such reasonable attorney fees as may be incurred in connection with the collection.

- M. Any controversy or claim arising out of or relating to this contract or the breach thereof, shall have the option of being settled by arbitration before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Venue for such arbitration shall be in Miami, FL. The prevailing party in any such arbitration shall be entitled to recover its costs incurred therein, including reasonable attorney's fees.
- N. As security for applicant's obligations hereunder, Customer hereby executes this security agreement and grants PRIMO a general and continuing lien on any and all property of Customer coming into PRIMO's actual or constructive possession or control for monies owed to PRIMO with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both.
- O. Customer hereby appoints PRIMO as its lawful attorney-in-fact for the limited purpose of executing and/or filing on its behalf any further documents necessary to evidence or perfect PRIMO's security interest hereunder, including without limitation executing UCC-1 Financing Statement and filing it in the appropriate governmental records. It is understood the customer profile/credit application in no way obligates PRIMO to extend credit to applicant.
- P. Customer acknowledges that The PRIMO is an inland freight portal between the Customer and the transportation PRIMO, therefore does not have anything to do with any kind of direct contact or manipulation with the merchandise. The PRIMO is in charge of coordinate Goods according to the instructions given by the Customer through the transportation PRIMO chosen by Customer as well.
- Q. Customer acknowledges that this application has been submitted with the knowledge that it will be relied upon in ex-tending credit to the applicant. Applicant further agrees to give PRIMO permission to make inquiry on financial and related matters at applicant's bank, bonding PRIMO or lending firms and authorizes such firms to give same to PRIMO. Applicant authorizes the release of information from both bank and credit references.



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- R. Customer acknowledges that Miami-Dade County in the State of Florida is the place of venue for any and all purposes, and that all collection costs including but not limited to attorney/agency fees and court costs will be the responsibility of Customer.

19. Confidentiality

The Parties acknowledge that, in the course of this commercial relationship, each of them may have access to confidential and proprietary information of the other Party, including, but not limited to, financial data, client information, business strategies, personalized rates, operational processes, and any other technical or commercial information designated as confidential.

1. **Definition of Confidential Information:** For the purposes of this clause, "Confidential Information" means all non-public information, disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), whether orally, in writing, electronically, or visually, that is identified as confidential at the time of disclosure or that, by its nature, should be considered confidential. This includes, without limitation, information provided in credit applications, customer profiles, shipment details, and any other data related to the Parties' operations or finances.
2. **Confidentiality Obligations:** The Receiving Party undertakes to:
 - A. Maintain the Confidential Information in strict confidence and use it solely for the purposes of the commercial relationship between PRIMO and the Customer.
 - B. Not disclose, directly or indirectly, the Confidential Information to third parties without the prior written consent of the Disclosing Party, except to those of its employees, agents, advisors, or subcontractors who need to know such information for authorized purposes and who are bound by confidentiality obligations.
 - C. Protect the Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature, but in no event less than reasonable care.
 - d. Immediately notify the Disclosing Party in case of any unauthorized disclosure or use of the Confidential Information.

3. **Exceptions to Confidentiality:** The confidentiality obligations shall not apply to information that:
- A. Is or becomes publicly known at the time of its disclosure or thereafter becomes publicly known without breach of this clause by the Receiving Party.
 - B. Was lawfully in the possession of the Receiving Party prior to its disclosure by the Disclosing Party, without an obligation of confidentiality.
 - C. Is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.
 - D. Is required to be disclosed by law, court order, legal process, or governmental requirement, provided that the Receiving Party gives the Disclosing Party sufficient prior notice (if legally permissible) to enable the Disclosing Party to seek a protective order or other appropriate remedy.
4. **Duration of Obligation:** The confidentiality obligations set forth herein shall remain in effect for the duration of the commercial relationship and for a period of five (5) years from the date of termination of said relationship, or indefinitely for trade secrets.