



New Client Agreement

This Agreement for Third Party Logistics (hereinafter referred to as "Agreement") shall be entered into and be effective on _____ (hereinafter referred to as the "Effective Date"),

by and between

[Customer Name] _____
(hereinafter referred to as the "Shipper"), with a billing address of

[Customer Address], a main contact phone of _____,
and a main email address of _____
and;

Overland Logistics (hereinafter referred to as the "3PL"), with a mailing address at PO Box 721 Ephraim, UT 84627, a main contact phone of 801-988-4518, and a main email address of dispatch@overlandlogistics.net and;

The Shipper and the 3PL shall be collectively referred to as "Parties" and individually as "Party".

WHEREAS the Shipper is in the business of moving manufactured goods and products (hereinafter referred to as the "Goods") and requires transportation logistics services to meet its needs,

AND WHEREAS the 3PL is engaged as a Third-Party Logistics (3PL) in the business of arranging and providing for the transport of property for compensation and has agreed to provide described services to the Shipper on the terms and conditions hereinafter set forth.

Terms and Conditions

1. Definitions

For all purposes of this Agreement, the following terms shall have the following meanings. Such meanings are equally applicable to both the singular and plural forms of the terms defined, even if not so noted below.

1. **The Shipper:** The Party which entrusts the 3PL for Third-Party logistics service.
2. **The 3PL:** The Party which provides the Third-Party logistics service to the Shipper.
3. **Bill of Lading:** A bill of lading is a legal document issued by a Shipper to a 3PL that lists the type, quantity, and destination of the goods being carried. It also works as a shipment receipt for the shipment.

2. Services

During the term of this Agreement, the 3PL agrees to provide to the Shipper the transportation and logistics services outlined in this Agreement.

3. Characteristics of Goods

The Shipper shall notify the 3PL in writing about the specifications and precautions required by the Goods. The 3PL shall not be responsible for any loss, injury, or damage of the Goods if the Shipper fails to notify the 3PL about the care and special precautions required by the Goods.

4. 3PL's Obligations

The 3PL hereby agrees to provide all the aforementioned transportation and logistics services to the Shipper during the term of this Agreement as requested by the Shipper.

In fulfillment of its obligations to the Shipper hereunder, the 3PL shall:

1. Arrange for and carry out the transportation services associated with the shipment of products and goods to and from the Shipper's receivers.
2. Arrange for a safe and reasonably timed shipment of products and other goods throughout the West Coast to, from, and between primary locations, customers, suppliers, and any other authorized recipients of the products, and any secondary location if requested by the Shipper.
3. As time is of the essence concerning the shipment of products, the 3PL accepts that it will give every reasonable effort to retrieve, move, and return containers and goods as promptly as possible, taking equipment availability, port/labor shortages, equipment maintenance/repair, and steamship-line/terminal decisions into consideration.

5. Shipper's Obligations

The Shipper shall provide all the information as reasonably required by the 3PL to provide services and complete its obligations hereunder.

In no event shall the 3PL's personnel or representatives be considered employees, representatives, or agents of the Shipper.

All costs associated with the movement, per diem, demurrage, detention, chassis, and storage of containers are to be borne by the Shipper, inclusive of any potential fees incurred on the export end.

6. Payments

The 3PL shall send invoices for shipments in a reasonably timely manner and provide a summary of services and costs to the Shipper upon request. The Shipper shall make payment to the 3PL within 30 days from the date of invoice, upon which time a 7% interest fee will begin to accrue if full payment is not received or alternate arrangements made.

There is a period of time required for steamship lines to issue per diem invoices. If per diem invoices are received by the 3PL after line haul invoices are sent to the Shipper, the 3PL will dispute as necessary. Any non-disputable per diem charges may subsequently be directed to the Shipper per the rate agreement.

7. Term and Termination

This Agreement shall commence on the Effective Date and shall continue in effect until terminated under the following provisions.

Either Party may terminate this Agreement if there is a material breach of the terms of this Agreement by the other Party and that Party doesn't cure such breach within 60 days of the date of the written notice.

The 3PL shall have the right to terminate this Agreement if the Shipper fails to pay the amount due within 60 days of the due date.

The Shipper shall have the right to terminate this Agreement 60 days after written notice to the 3PL, if, in reasonable judgment, the 3PL has failed to provide transportation logistics services per the required standards, and such failure(s) continues for 60 days after written notice to the 3PL.

8. Bill of Lading

The Shipper or any other authorized representatives shall issue a D.O. (delivery order) including a BOL (bill of lading) for each shipment. Any D.O. shall contain the Shipper's information, receiver's verified name and address, description of goods, number of packages, weight, terminal, steamship line, container number, BOL, and Shipper's reference number.

The 3PL shall not be held accountable for any charges arising from inaccuracies in Delivery Orders, including but not limited to, incorrect sizes, weights, calling terminals, or delivery addresses. Should there be any alterations post the dispatch of the Delivery Order, the Shipper must notify the 3PL promptly.

The terms within Delivery Orders are to be incorporated herein, except to the extent that such terms are contrary to the provisions of this Agreement. In the event of any such conflict, the terms of this Agreement shall prevail. The 3PL shall retain bills of lading for at least 1 year.

9. Insurance

The 3PL shall purchase and maintain, at no cost to the Shipper, and with reputable and financially responsible insurance underwriters, the following insurance coverage:

1. Comprehensive general liability insurance;
2. Employer's liability insurance; and
3. Worker's compensation insurance as required by applicable law.

10. Title and Risk of Loss; Limitation of Liability

The Shipper shall retain the title to the Goods while under the 3PL's custody or control.

The Shipper and the 3PL acknowledge and agree that the risk of loss to goods during transit shall be borne by the 3PL when not at the Shipper's/Receiver's location. The 3PL shall have the right to

inspect each shipment for damage and shall have the right to refuse damaged goods.

The 3PL shall be liable to the Shipper for any loss or damage to goods caused by the negligence or failure to act of the 3PL.

The 3PL's liability under this Agreement shall be limited to \$2,500. In no event shall the 3PL or its affiliates, partners, or agents be responsible for any indirect, incidental, special, punitive, or consequential damages or any loss of revenues or profits arising out of or related to this Agreement. The 3PL shall not be liable for any loss or damage to the extent such is due to a force majeure event as defined in this Agreement or the negligence or failure to act of the Shipper.

11. Service Level Metrics

The Shipper/Receiver shall promptly receive all Goods delivered at the ultimate destinations and attempt to unload promptly or a drop fee shall apply.

The Shipper shall ensure that the gross weight of each container conveyed to the 3PL does not exceed 18,000 kilograms (kg) or 40,000 pounds (lbs.). Should the weight exceed the limit, an overweight fee shall apply.

12. Indemnification by 3PL

The 3PL agrees to defend, indemnify and hold harmless the Shipper, from any claims, liabilities, damages, demands, losses, or injuries arising out of this Agreement, whether caused by any act or omission to act by the Shipper.

13. Warranties

The 3PL warrants that:

1. it shall perform the Services mentioned in this Agreement in a professional and efficient manner;
2. it shall comply with all the applicable laws; and
3. it has all the rights, power, and authority to enter into this Agreement.

The Shipper warrants that it shall provide the 3PL with the information and assistance required for the 3PL to properly render the Services.

14. Confidentiality

Both parties agree to maintain strict confidence and not to disclose to any unauthorized Third Party, or otherwise use or license any proprietary or confidential information of the other Party during the term of this Agreement, without the other Party's prior written consent.

15. Arbitration

In the event of any dispute arising in and out of this Agreement between the Parties, it shall be resolved by Arbitration. The Arbitrators' decision shall be final and will be binding upon both Parties.

16. Miscellaneous

1. **Assignability:** Neither Party may assign this Agreement or the rights and obligations thereunder to any Third Party without the prior express written approval of the other Party which shall not be unreasonably withheld.
2. **Notices:** Any legal notice required to be given to any of the Parties under this Agreement shall be delivered by mail, certified mail, personal delivery, or overnight delivery.
3. **Governing Law:** This Agreement hereto shall be governed and interpreted following the laws of Utah.
4. **Amendments:** No amendment, change, or modification of any of the terms, provisions, or conditions of this Agreement shall be effective unless made in writing and signed on behalf of the parties hereto by their duly authorized representatives.
5. **Entirety:** This Agreement represents the entire understanding of the parties superseding all prior agreements, understandings, and discussions whether conveyed orally or in writing, and there are no other warranties, commitments, understandings, or representations concerning this Agreement.
6. **Severability:** If any clause or provision of this Agreement is illegal or unenforceable under present or future laws, then such clause or provision shall be deemed separable and shall not affect the validity of any other provision.
7. **Force Majeure:** Neither of the Partners shall be liable for any failure in performance of any obligation under this Agreement due to causes beyond that Partner's reasonable control (including and not limited to any pandemic, fire, storm, strike, act, or order of public authority and other acts of God) during the pendency of such event.

Acceptance and Signature

IN WITNESS WHEREOF, the undersigned parties have duly executed the terms as proposed in this Agreement as of the aforementioned Effective Date.

Print Name of Shipper Representative

Title of Shipper Representative

Signature of Shipper Representative

Date

Print Name of 3PL Representative

Title of 3PL Representative

Signature of 3PL Representative

Date