CUSTOMER SETUP FORM

COMPANY INFORMATION

Company Name: _____
DBA (If Applicable): _____
Billing Address: _____
City / State / ZIP: _____
Physical Address (If Different): _____
Main Phone Number: _____
Years in Business: _____
Federal Tax ID / EIN: _____

PRIMARY CONTACT INFORMATION

Primary Contact Name: _____
Title: _____
Phone Number: _____
Email Address: _____

BILLING INFORMATION

Accounts Payable Contact: _____
Phone Number: _____
Email Address: _____
Billing Email Address: _____
Preferred Payment Method: _____

SHIPPING INFORMATION

Primary Shipping Location: _____
Shipping Hours: _____
Type of Freight Hauled: _____
Special Handling Instructions: _____

REQUIRED DOCUMENTATION

Please provide the following documents with this completed form:

☐ W-9
☐ Signed Terms & Conditions Agreement
☐ Signed Hazardous Material Handling Policy (if applicable)
☐ Any Applicable Shipping Requirements

Terms & Authorization

By signing below, the undersigned certifies that the information provided is accurate and authorizes NGL Services to establish a customer account for transportation and/or consulting services. Customer acknowledges that this setup is governed by the existing Customer Terms & Conditions Agreement in effect at the time services are provided.

Authorized Representative Name: _____
Title: _____
Signature: _____
Date: _____

Return Completed Form To
NGL Transport
Email: accounting@nglhotshot.com

CUSTOMER TERMS & CONDITIONS AGREEMENT

Thank you for choosing NGL Transport. We believe in straightforward business, clear communication, safe transportation, and treating people fairly. These Terms & Conditions apply to all transportation and logistics services provided by Carrier unless otherwise agreed to in writing.

SERVICES

Carrier agrees to provide transportation services subject to equipment availability, weather, road conditions, DOT safety requirements, and applicable laws and regulations. Pickup and delivery times are estimated and not guaranteed unless specifically agreed to in writing.

PAYMENT TERMS

Payment is due according to the terms listed on the invoice or rate confirmation.
Any invoice dispute must be submitted in writing within one (1) business day of invoice receipt or delivery completion. Failure to timely dispute charges constitutes acceptance of the invoice.
Past due balances may accrue interest at the lesser of:

- eighteen percent (18%) per annum compounded monthly, or
- the maximum amount allowed by law.

Customer agrees to pay reasonable collection costs, including attorneys' fees and court costs, incurred due to nonpayment. Customer may not withhold, offset, or reduce payment due to unrelated claims, disputes, shortages, back charges, or third-party issues unless agreed to in writing by Carrier.

FUEL SURCHARGE ADJUSTMENTS

Quoted rates are based on current fuel costs at the time of booking. Carrier reserves the right to apply reasonable fuel surcharge adjustments for significant fuel price increases occurring prior to pickup.

TONU / CANCELLATIONS

Truck Ordered Not Used ("TONU") charges may apply if:

- a load is canceled after dispatch,
- the driver has already begun travel toward pickup,
- freight is unavailable at pickup,
- or loading is delayed to the point the shipment cannot reasonably be completed as scheduled.

TONU charges will be based on dispatched miles, time committed, and equipment reserved.

DETENTION / LAYOVER

Unless otherwise agreed:

- one (1) hour of loading time and one (1) hour of unloading time are included,
- detention charges may apply thereafter,
- and layover charges may apply for delays that prevent scheduled delivery completion.

CARGO CONDITION & COMPLIANCE

Customer is responsible for ensuring freight is properly packaged, labeled, secured, and prepared for lawful transportation. Carrier reserves the right to refuse any shipment deemed unsafe, overweight, leaking, improperly secured, misdeclared, or otherwise noncompliant. For hazardous material shipments, Customer represents that all materials are properly classified, packaged, marked, labeled, and documented in accordance with applicable regulations. Customer agrees to indemnify and hold Carrier harmless from claims, fines, cleanup costs, penalties, or damages arising from inaccurate shipment information or noncompliant freight provided by Customer, shipper, or consignee.

DELIVERY ACCEPTANCE & CLAIMS

Acceptance of freight by Customer, consignee, or receiving party at delivery constitutes acknowledgment that the shipment was delivered in acceptable condition unless damage or shortage is specifically noted on the delivery receipt at the time of delivery. Driver departure from the delivery location without written exception noted on the delivery receipt shall constitute successful delivery and acceptance. Carrier shall not be responsible for:

- any loss, theft, damage, spoilage, or shortage occurring after delivery is completed,
- unattended freight after delivery,
- concealed damage not noted at delivery,
- or claims where no exception notation was made at the time of receipt.

Any suspected damage, shortage, or delivery issue must be clearly noted on the delivery receipt at the time of delivery and reported to Carrier in writing within one (1) business day. Carrier shall be given a reasonable opportunity to inspect alleged damaged cargo before repair, disposal, salvage, or destruction occurs. Failure to do so may result in rejection of the freight claim.

LIMITATION OF LIABILITY

Carrier's liability for cargo loss or damage shall be limited to the lesser of:

- the actual value of the affected cargo,
- repair or replacement cost,
- or $50,000 per shipment (unless a higher value is declared and accepted prior to transport

Carrier shall not be responsible for:

- improper packaging,
- shipper load/count errors,
- delays caused by weather, traffic, road closures, mechanical breakdowns despite reasonable maintenance, acts of God, or events outside Carrier's reasonable control,
- indirect, incidental, punitive, or consequential damages including lost profits, downtime, production delays, or loss of business opportunity,
- or negligence of other parties

STORAGE / ABANDONED FREIGHT

Freight not accepted by consignee or left unclaimed for more than twenty-four (24) hours after attempted delivery may be placed into storage at Customer's expense. Carrier reserves the right to assess reasonable storage and opportunity loss charges and, where legally permitted, dispose of or surrender abandoned freight to recover unpaid transportation, storage, or related charges.

FORCE MAJEURE

Carrier shall not be liable for delays, failures, or interruptions caused by events beyond reasonable control, including but not limited to weather events, natural disasters, accidents, government actions, civil unrest, labor shortages, road closures, equipment failures despite reasonable maintenance, or acts of God.

INDEPENDENT CONTRACTOR STATUS

Carrier is an independent contractor and is solely responsible for the manner and means of performing transportation services. Nothing in this Agreement shall be interpreted as creating an employer-employee relationship, partnership, or joint venture between the parties.

GOVERNING LAW

These Terms & Conditions shall be governed by the laws of the State of Texas. Venue for any dispute shall lie in Smith County, Texas unless otherwise agreed to in writing.

By signing below, Customer acknowledges and agrees to these Terms & Conditions.

Company Name _____

Authorized Representative _____

Signature _____ Date _____

NGL Services LLC
DBA NGL Transport
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Winona, TX 75792
accounting@nglhotshot.com
(903) 987-9419