

## 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](mailto: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.

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### 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.

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### 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.

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### 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.

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### 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.

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### 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.
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### 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.

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### 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.

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#### **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

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#### **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.

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#### **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.

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#### **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.

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#### **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.

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

Company Name \_\_\_\_\_

Authorized Representative \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

NGL Services LLC  
 DBA NGL Transport  
 12446 CR 3116  
 Winona, TX 75792  
[accounting@nglhotshot.com](mailto:accounting@nglhotshot.com)  
 (903) 987-9419

**Hazardous Material Handling Policy**  
**NGL Services DBA NGL Transport**  
**Effective 5/1/2026**

**Approved By:** Myka Loritsch

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**PURPOSE**

This Hazardous Material Handling Policy establishes minimum safety standards for the transportation, handling, loading, unloading, and documentation of hazardous materials operated under this company's authority.

This policy is intended to:

- Protect personnel, customers, the public, and the environment.
- Ensure compliance with FMCSA, DOT, OSHA, and applicable state regulations.
- Establish clear safety expectations for all parties involved in hazardous material transportation.
- Reduce the risk of incidents, spills, injuries, and regulatory violations.

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**SCOPE**

This policy applies to:

- Company ownership.
- Contract drivers or employees, if applicable.
- Dispatch or support personnel.
- Any vendor, shipper, freight forwarder, broker, loader, receiver, contractor, or other party involved in the transportation process.

All involved parties are expected to comply with applicable hazardous material regulations, safe operating procedures, and company safety expectations while operating under or interacting with this company's authority.

This policy applies to all hazardous materials transported using company-owned, leased, rented, or operated equipment.

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**REGULATORY COMPLIANCE**

All hazardous material operations shall comply with applicable regulations including, but not limited to:

- U.S. Department of Transportation (DOT) regulations.
- Federal Motor Carrier Safety Administration (FMCSA) regulations.
- Hazardous Materials Regulations (HMR) under 49 CFR Parts 171–180.
- Occupational Safety and Health Administration (OSHA) requirements.
- Applicable state and local regulations.

Employees shall follow the most current version of all applicable regulations.

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**DEFINITIONS**

Hazardous Material (HazMat)

A hazardous material is defined according to the Federal Motor Carrier Safety Administration (FMCSA) and applicable U.S. Department of Transportation regulations as any substance or material capable of posing an unreasonable risk to health, safety, property, or the environment when transported in commerce.

Incident

Any unintentional release, spill, fire, exposure, accident, or event involving hazardous materials.

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**COMPANY SAFETY EXPECTATIONS**

This company maintains a zero-tolerance approach toward unsafe handling or transportation of hazardous materials.

All ownership personnel, contract employees, vendors, shippers, freight forwarders, loaders, receivers, and any other involved parties are expected to:

- Follow all applicable hazardous material regulations.
- Immediately report unsafe conditions or incidents.
- Refuse unsafe or improperly documented shipments.
- Use required PPE and safety equipment.
- Maintain accurate shipping and inspection documentation.
- Cooperate during inspections, audits, and investigations.
- Follow all customer, facility, and company safety procedures.

Failure to comply with this policy may result in removal from operations, termination of contracts or services, and/or reporting to appropriate regulatory authorities.

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## **DRIVER QUALIFICATION REQUIREMENTS**

Drivers transporting hazardous materials must:

- Hold a valid Commercial Driver's License (CDL) when required.
- Maintain any required hazardous materials endorsement.
- Meet all company qualification standards.
- Successfully complete required hazardous material training.
- Be medically qualified to operate commercial vehicles.
- Comply with drug and alcohol testing requirements.

Drivers shall not transport hazardous materials without proper authorization and qualification.

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## **HAZARDOUS MATERIAL ACCEPTANCE PROCEDURES**

Prior to accepting any hazardous material shipment, drivers and dispatch personnel shall verify:

- Proper shipping papers are provided.
- Correct shipping name and UN/NA identification numbers are listed.
- Packaging is approved and undamaged.
- Required labels and placards are present.
- Weight and securement requirements are met.
- Emergency contact information is available.
- Load compatibility requirements are satisfied.

**The company reserves the right to refuse any shipment that:**

- Is improperly packaged.
- Lacks required documentation.
- Presents unsafe conditions.
- Exceeds vehicle or operational limitations.
- Violates regulatory requirements.

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## **PACKAGING AND SECUREMENT**

All hazardous materials must be:

- Properly packaged in approved containers.
- Secured to prevent movement during transport.
- Protected from puncture, impact, and environmental exposure.
- Segregated according to compatibility requirements.
- Loaded to maintain vehicle stability.

Drivers shall inspect cargo securement:

- Before departure.
- Within the first 50 miles.
- At required intervals during transit.
- After any significant stop or route change.

Damaged or leaking packages shall not be transported.

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## **PLACARDING AND MARKING**

Vehicles transporting hazardous materials shall display all required placards, markings, and identification numbers in accordance with applicable regulations.

Drivers are responsible for verifying:

- Correct placards are installed.
- Placards are visible and legible.
- Placards are properly secured.
- Improper or outdated placards are removed.

No vehicle shall operate with missing or incorrect placards.

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## **SHIPPING PAPERS AND DOCUMENTATION**

Required shipping papers must:

- Remain accessible during transport.
- Include emergency response information.
- Accurately describe the hazardous materials.
- Be maintained according to regulatory retention requirements.

Drivers shall:

- Know the location of shipping papers at all times.
- Present documentation during inspections.
- Immediately report discrepancies or missing information

Dispatch shall maintain copies of required shipment documentation when applicable.

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### **PERSONAL PROTECTIVE EQUIPMENT (PPE)**

Appropriate PPE shall be used when handling hazardous materials.

Required PPE may include:

- Safety glasses or goggles.
- Gloves appropriate for the material handled.
- High-visibility clothing.
- Protective footwear.
- Respiratory protection when required.
- Chemical-resistant clothing when required.

Employees shall:

- Inspect PPE before use.
- Use PPE according to manufacturer instructions.
- Report damaged PPE.
- Replace defective equipment immediately.

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### **VEHICLE INSPECTION AND MAINTENANCE**

Vehicles used to transport hazardous materials shall be maintained in safe operating condition.

Drivers shall complete:

- Pre-trip inspections.
- Post-trip inspections.
- Required en route inspections.

Inspections shall include:

- Tires and wheels.
- Brakes.
- Lights and reflectors.
- Fire extinguishers.
- Cargo securement devices.
- Emergency equipment.
- Fluid leaks.
- Placards and markings.

Unsafe vehicles shall be removed from service until repaired.

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### **LOADING AND UNLOADING PROCEDURES**

Only trained personnel may load or unload hazardous materials.

During loading and unloading:

- Engines shall be shut down when required.
- Smoking is prohibited.
- Ignition sources shall be controlled.
- Spill prevention measures shall be used.
- Proper lifting techniques shall be followed.
- Incompatible materials shall be separated.
- Loading areas shall remain clear of unnecessary personnel.

Drivers shall monitor the condition of cargo throughout loading and unloading operations.

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### **INCIDENT AND SPILL RESPONSE**

In the event of a hazardous material spill, leak, fire, release, or exposure:

1. Stop work immediately if safe to do so.
2. Secure the area.
3. Notify emergency services when necessary.
4. Contact company management and dispatch immediately.
5. Follow emergency response guidance provided with shipping papers.
6. Prevent unauthorized access to the area.
7. Avoid direct contact with hazardous substances.
8. Use spill control equipment only if properly trained.
9. Cooperate with emergency responders and authorities.

Employees shall not attempt cleanup activities beyond their level of training.

All incidents must be documented and reported according to company and regulatory requirements.

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## **FIRE PREVENTION**

To reduce fire risks:

- Smoking is prohibited near hazardous materials.
- Open flames are prohibited during loading and unloading.
- Fire extinguishers shall remain fully charged and accessible.
- Vehicles shall be inspected for fuel, oil, or electrical hazards.
- Drivers shall avoid parking near ignition sources when possible.

Drivers must know the location and operation of emergency fire equipment.

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## **SECURITY MEASURES**

The company shall implement reasonable security measures for hazardous material shipments.

Drivers and employees shall:

- Verify shipper and receiver information.
- Secure vehicles when unattended.
- Report suspicious activity.
- Prevent unauthorized access to cargo.
- Follow company routing and communication procedures.

Sensitive shipment information shall only be shared with authorized personnel.

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## **TRAINING REQUIREMENTS**

All employees involved in hazardous material transportation shall receive training appropriate to their job responsibilities.

Training topics may include:

- Hazard communication.
- General hazardous material awareness.
- Function-specific procedures.
- Safety procedures.
- Emergency response.
- Security awareness.
- PPE use.
- Incident reporting.
- Cargo securement.

Training shall be documented and maintained in company records.

Refresher training shall be completed as required by applicable regulations or company policy.

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## **DRUG AND ALCOHOL POLICY COMPLIANCE**

Employees performing safety-sensitive functions must comply with all applicable company drug and alcohol policies and federal testing requirements.

No employee may operate a vehicle or perform hazardous material handling duties while:

- Under the influence of drugs or alcohol.
- Using impairing substances.
- Medically unfit for duty.

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## **FATIGUE AND FITNESS FOR DUTY**

Drivers must report to work physically and mentally fit for duty.

Drivers shall:

- Comply with hours-of-service regulations.
- Take required rest periods.
- Avoid operating while fatigued or ill.
- Immediately report conditions affecting safe operation.

The company may remove any employee from duty when safety concerns exist.

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## **RECORDKEEPING**

The company shall maintain records related to:

- Driver qualifications.
- Hazardous material training.
- Vehicle inspections.
- Maintenance.
- Incident reports.
- Shipping documentation.
- Regulatory compliance.

Records shall be retained according to applicable legal and operational requirements.

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## **MANAGEMENT RESPONSIBILITIES**

Management shall:

- Promote a culture of safety.
- Provide necessary training and resources.
- Enforce company policies consistently.
- Investigate incidents and corrective actions.
- Maintain regulatory compliance.
- Review and update this policy periodically.

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#### ACKNOWLEDGMENT

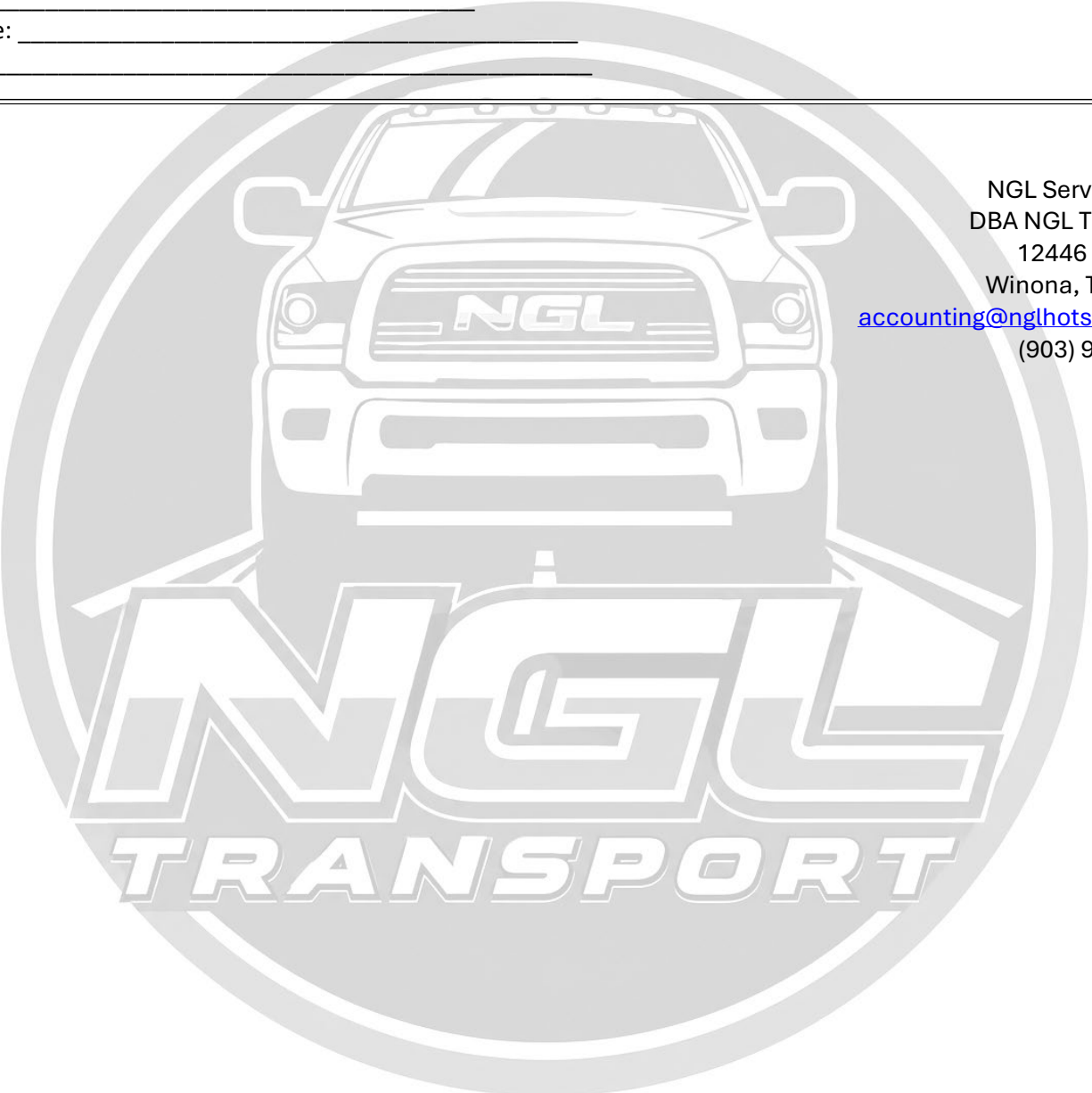
I acknowledge that I have received, read, and understand the Hazardous Material Handling Policy. I agree to comply with all company safety requirements and applicable regulations.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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DBA NGL Transport  
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Winona, TX 75792  
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(903) 987-9419