

SFS Customer Broker Terms & Conditions

Version: 3.0 (2026-03-09)

Legal Entity & Address: Simply Forward Solutions, LLC, 342 N Water Street, Suite 600, Milwaukee, WI 53202; Ops: Operations@simplyforwardsolutions.com; 262-281-4105.

DEFINITIONS

"Broker" means Simply Forward Solutions, LLC (SFS). "Customer" means the party for whom SFS arranges transportation or related services, including consignor, consignee, shipper, owner of the goods, and their agents. "Goods" means the property tendered for carriage. "Services" means arranging transportation and related logistics services.

SECTION 1. ROLE OF BROKER

SFS is licensed as a property broker under Title 49 and arranges transportation; SFS is not a motor carrier or freight forwarder. Motor carriage is performed by independent motor carriers under the SFS Broker–Carrier Agreement. If rigging/onsite handling is arranged, it is performed by independent rigging contractors under the SFS Broker–Rigging Agreement; SFS does not direct field means and methods.

SECTION 2. CUSTOMER AGREEMENT TO TERMS

By requesting Services, Customer agrees to these Terms. Any bill of lading serves as a receipt only; these Terms govern.

SECTION 3. CARRIER & RIGGING CONTRACTORS; LIMITATION OF LIABILITY

(a) Carriers and rigging contractors are independent contractors. SFS is not liable for their acts/omissions. Cargo loss, damage, or delay in motor carriage is governed by 49 U.S.C. § 14706 (Carmack) against the motor carrier. Rigging/onsite handling liability resides with the rigging contractor under Care, Custody & Control (CCC) while the load is in-hook or otherwise under the contractor's control.

(b) Declared Value. Upon written request and payment of excess liability charges, SFS will request declared value with the performing contractor; absent such request, shipments move at released rates or default limits of the contractor.

SECTION 4. CLAIMS & TIME LIMITS

(a) Notice to SFS for assistance: within 90 days from delivery or scheduled delivery.

(b) Motor carrier cargo claims: Customer must file with the carrier within 9 months from delivery or scheduled delivery.

(c) Rigging incidents: immediate written notice to SFS with photos and job documents; the performing contractor's claim rules apply.

(d) Any action against SFS must be commenced within 9 months of delivery or scheduled delivery.

SECTION 5. RATES; CHARGES; PAYMENT

Charges are due per the applicable confirmation, Order, or invoice. Unless otherwise agreed, payment is due on receipt and not subject to setoff. If Customer misdescribes freight, Customer is liable for all resulting charges, penalties, and damages.

SECTION 6. SPECIAL SERVICES

Failure to arrange team service or other protective services does not negate the limitations herein. Temperature-control requires written instructions and confirmation prior to tender.

SECTION 7. FORCE MAJEURE

Neither SFS nor its contractors are liable for loss, damage, or delay due to events beyond reasonable control (e.g., severe weather, labor actions, governmental actions, civil unrest, cyber incidents), provided commercially reasonable efforts are taken to protect Goods and communicate.

SECTION 8. LIENS

SFS has a general and continuing lien on Goods for unpaid charges and related expenses.

SECTION 9. GOVERNING LAW; DISPUTE RESOLUTION

These Terms are governed by Wisconsin law. Any dispute shall be resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules in Milwaukee, Wisconsin, before a single arbitrator. The prevailing party is entitled to reasonable attorneys' fees and costs.

SECTION 10. NOTICES

Notices may be sent by email to the addresses above and are effective upon transmission, provided no bounce-back is received.

SECTION 11. ENTIRE AGREEMENT; CHANGES

These Terms, together with any written confirmations, comprise the entire agreement between SFS and Customer for Services. SFS may update these Terms by written notice or by posting the updated version at a designated URL; continued use of Services after notice constitutes acceptance.