



## **BROKER-SHIPPER AGREEMENT**

**THIS AGREEMENT** is made and entered on \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (hereinafter referred to as "**Shipper**") and **UNITEX Cargo Services Inc.** (hereinafter referred to as "**Broker**").

### **1. TERM**

The term of this Agreement shall be for one (1) year, shall automatically be renewed for successive one (1) year periods and shall cover all shipments arranged by **Broker** for **Shipper** within the validity of this Agreement; provided, however, that this Agreement may be terminated at any time by giving ten (10) days prior written notice to the other party.

### **2. BROKER OPERATING AUTHORITY**

**Broker** represents that it is duly authorized to perform services under this agreement for compensation under a certificate issued by Transportation Security Administration; and that it holds contracts / agreements with carries including airlines, ocean transportation service providers, motor carriers and other brokers.

### **3. PAYMENT FOR SERVICES.**

**Shipper** shall pay for the services provided by **Broker** in accordance with payment terms set by **Broker** for **Shipper** either in writing or orally. Payments shall be made by **Shipper** by company checks, by wire transfer to **Broker's** banking account or as agreed prior to the service / services provided.

### **4. CONSENT TO SCREEN CARGO.**

**Shipper** by signing this Agreement authorizes consent to screen all cargo during the time of validity of this Agreement.

### **5. INDEPENDENT CONTRACTOR.**

**Broker** represents and warrants that it is an independent contractor under this Agreement and that its agents and/or employees are under **Broker's** exclusive management and control, and that **Shipper** neither exercises nor retains any control over **Broker**, its operations, agents or employees in any manner.

### **6. CONTRACT CARRIERS.**

**Broker** shall make reasonable efforts to place **Shipper's** cargoes with responsible carriers for the purposes of transporting the cargoes with reasonable dispatch under the direction of **Shipper**. However, the parties understand and agree that **Broker**, by signing this Agreement, makes no express or implied warranties or guarantees concerning delivery time or the locating of a carrier to provide the transportation services requested by **Shipper**.

### **7. CARGO LOSS, DAMAGE, OR SHORTAGE.**

**Shipper** shall not keep **Broker** liable for acts and omissions by third parties including but not limited to carriers, warehousemen, port authorities and other brokers unless **Broker** has failed to exercise due diligence in selecting, instructing or supervising such third parties when applicable. In the event of a cargo loss, damage or shortage claim, **Shipper** agrees to notify **Broker** immediately by phone and to subsequently submit to **Broker** a written claim, fully supported by all relevant documentation, including but not limited to the signed delivery receipt, listing the nature and cause of the claim for cargo damage within five (5) days following the date of delivery or immediately when applicable and required by the insurance policy. No claims or allowances for

shortages, damage or delay will be considered unless clearly noted on the delivery receipt or bill of lading signed by the consignee at delivery and unless cargo damage report / cargo loss report is drawn by the appropriate airport / port authorities when applicable. **Broker** assumes no liability for cargo loss, damage, or shortage. However, **Broker** agrees to submit, negotiate and settle all cargo claims with the responsible carrier and to keep **Shipper** advised of the status of all such claims. Upon request by **Shipper**, **Broker** shall assign its rights against the carrier to **Shipper**. Nothing herein shall be construed to restrict any right or cause of action **Shipper** may have against any carrier involved with the transportation of **Shipper's** cargo.

**8. SECTION HEADINGS.**

The numbered section headings appearing in this Agreement do not constitute any part of this Agreement and shall not be considered in its interpretation.

**9. SIGNATURES / WRITINGS.**

Except where certified mail is specified, this Agreement and subsequent writings relating to this Agreement must be signed and may be transmitted by facsimile or scanned and sent by electronic mail. The signatures on such facsimile and scanned copies shall operate to bind the parties with the same force and effect as original signatures.

**10. ASSIGNMENT OF AGREEMENT.**

No party may assign this Agreement without the prior written consent of the other party. However, **Broker** may co-broker any shipments made on behalf of **Shipper** under this Agreement.

**11. CONFIDENTIALITY.**

Except as required by Law, the terms and conditions of this Agreement and information pertaining to any shipment hereunder shall not be disclosed by either party to persons other than its directors, officers, employees, agent, attorneys, accountants and auditors. The provisions of this paragraph shall survive the cancellation, termination or expiration of this Agreement.

**12. COMPLETE AGREEMENT.**

This Agreement constitutes the entire agreement of the parties with reference to the subject matters herein, and may not be changed, waived, or modified except in writing signed by both parties. This Agreement shall be construed in accordance with the laws of the State of New York. All civil actions filed as a result of disputes arising out of this Agreement shall be filed in the court of proper jurisdiction in the State of New York.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as of the day and year first above written.

**BROKER**

UNITEX CARGO SERVICES INC.  
STREET ADDRESS: \_\_\_\_\_  
CITY / STATE, ZIP: \_\_\_\_\_  
PHONE: \_\_\_\_\_

ON BEHALF OF BROKER SIGNED BY:

Printed Name \_\_\_\_\_

Position \_\_\_\_\_

Signature \_\_\_\_\_

**SHIPPER**

NAME: \_\_\_\_\_  
STREET ADDRESS: \_\_\_\_\_  
CITY / STATE, ZIP: \_\_\_\_\_  
PHONE: \_\_\_\_\_

ON BEHALF OF SHIPPER SIGNED BY:

Printed Name \_\_\_\_\_

Position \_\_\_\_\_

Signature \_\_\_\_\_