

1. Except as otherwise provided, freight charges must be paid within 15 calendar days.
2. Any freight bill not paid within 60 calendar days of the ship date will be assessed liquidated damages of 35% of the unpaid receivable.
3. All actions or proceedings instituted by CARRIER for the collection of freight charges owed by shipper, consignor, consignee, or third party involved in the movement who has failed to pay such charges within 15 days of presentation of the freight bill, where the Carrier initiates a lawsuit, such suit shall be brought in a court of competent jurisdiction in the State of Alabama, or where the debtor resides (at the option of CARRIER). The parties will not raise, and hereby waive, any defenses based on the venue, personal jurisdiction, inconvenience of forum, or sufficiency of service of process related to the place of bringing of the action.
4. The party responsible for payment of freight charges shall not offset from or delay the payment of lawfully established transportation charges from amounts claimed for freight claims.
5. Customer agrees that it assumes the risk of nonpayment for freight charges for shipments handled through third parties and brokers and will pay freight charges twice in the event the third party or broker fails to pay freight charges to CARRIER.
6. Carrier has a lien on freight in its possession for the total amount owed to Carrier by the Debtor for freight, accessorial, and other charges (including charges assessed by virtue of this item 210 sub 2) accrued on freight previously delivered by Carrier. Carrier may convert any such freight in its possession and subject to its lien to "on hand freight." On Hand Freight may be placed in storage, with Debtor being responsible for all storage charges. Carrier's liability for loss or damage for on hand freight shall be that of a warehouseman. Carrier shall notify Debtor of the conversion to on hand freight and request all amounts owed. If Debtor has not made full payment within 10 days of the second notice, Carrier may sell on hand freight in any commercially reasonable manner it chooses, and apply amounts recovered in the following priority: (1) to costs related to the sale; (2) storage charges; and (3) to the amounts owed by Debtor.

End Item 210