



Marex Road Services, LLC
Terms & Conditions
Domestic Property Broker
Updated May 19, 2026

These Terms and Conditions apply to transportation services provided by Marex Road Services, LLC (“MRS”) performed by MRS under its property broker license (MC-1086184) with the Federal Motor Carrier Safety Administration (“FMCSA”).

1. Customer certifies that information it has or will provide MRS is current and accurate. The term of this agreement shall be for (1) year and will automatically renew for successive (1) year periods for which this Agreement shall apply. Either party may terminate this agreement on 30 days’ written notice. If the parties continue to conduct business after termination, the provisions of this agreement will continue to apply.
2. Customer affirms that it is solvent, is not currently a party to any bankruptcy proceeding, is not being dissolved or otherwise liquidating its assets and can satisfy all financial obligations. Applicant affirms that there are no open judgments, suits, or liens against Applicant and that none has been threatened which would affect Applicant’s ability to pay for services. Customer understands that MRS is obligated to remit Customer’s payments to MRS, less MRS’s commission, to the performing motor carrier and thus shall lack sufficient control for purposes of preference claw backs related to Customer.
3. Rates shall be agreed to and memorialized via rate confirmation communications between Marex and Customer. Customer shall be deemed to agree with any rate confirmation sent between the parties that is not objected to or changed via written notice from Customer to MRS. Customer agrees to review all facts/descriptions contained on any rate confirmation communication received from MRS and to notify MRS if any information thereon contains factual errors or is otherwise inaccurate and should be changed. Rates are based on shipment details provided by Customer and are subject to adjustment if such details are inaccurate or incomplete.
4. Customer agrees to remit payment to MRS within thirty (30) days (NET 30) from an MRS invoice date. Customer understands and agrees that a finance charge of 1.5% per month (18% annum) may be added to accounts 30 days or more past due, at MRS’ sole discretion, and that said finance charge shall be effective from the first date such invoice was past due. MRS right to charge a finance charge cannot be waived unless communicated in writing. If MRS utilizes the services of a collection agency or an attorney to collect any amounts due under this Agreement from Applicant, including but not limited to commencing legal proceedings consistent herewith, Customer agrees to pay all associated collection costs, attorney fees, and court costs.
5. By requesting transportation services of MRS, Customer agrees to cooperate with MRS’ reasonable requests related to MRS’ credit inquiry of Customer, including but not limited to MRS’ receiving authorization to contact Customer’s banking and financial partners.
6. Customer will promptly notify MRS of any change in ownership in writing.
7. MRS is a transportation broker who only arranges freight transportation for its customers to be physically transported by independent third-party motor carriers. Customer agrees that MRS will



not prepare Bills of Lading, except at Customer's specific request and on its behalf, and cannot be listed on Bills of Lading as the delivering carrier.

8. Customer is solely responsible for designating the type of equipment to be used to transport freight and shall not hold MRS or MRS' contracted motor carriers liable for claims resulting from using improper equipment. MRS may provide advice regarding equipment selection upon request, however Customer acknowledges that the decision as to what equipment shall be used to transport Customer's freight is solely Customer's responsibility. Any food product shipped in van trailers instead of temperature-controlled trailers is done so with the customer assuming all financial risk for temperature-related damages.
9. Applicant acknowledges that all cargo descriptions, special handling instructions, seal instructions, temperature instructions and all other communications to MRS shall be accurate, that all cargo packaging shall be sufficient for the requested transportation and MRS shall indemnify and defend MRS and MRS' contracted motor carriers for any liability or losses caused by Applicant's breach of this Agreement.
10. Customer or its agents will present all freight to MRS' contracted carriers in a condition suitable for the transportation services Customer requests MRS to arrange on its behalf.
11. In the event of cargo loss or damage, MRS' contracted motor carriers shall be determined liable pursuant to 49 USC §14706 (the "Carmack Amendment").
12. Customer may present a cargo loss/damage claim to MRS for MRS' presentation to the applicable motor carrier pursuant to regulations found at 49 CFR 370.1 et seq. Customer is advised to designate and denote all damage/loss on applicable shipping documents, which should include the bill of lading if issued, and to submit a claim for presentation within 2 weeks via email or postal mail from the date of such loss, shortage or damage, which for purposes of this agreement shall be the delivery date or, in the event of non-delivery, the scheduled delivery date. Concealed damage claims should be asserted immediately to MRS and be accompanied with detailed explanation and factual evidence supporting the claimed damage. Customer agrees that neither MRS or MRS' contracted motor carriers shall be liable to Customer or any rightful claimant in the claim for consequential/special damages without prior written notice of the specific risk of loss and said damages' approximate financial amount and Customer obtained MRS' written agreement for such damages in response to said written notice. Customer agrees to assist MRS should MRS agree to pursue Customer's claim on Customer's behalf, including confirming the validity of the claim and claim amount as MRS deems advisable for purposes of presenting the claim to MRS' contracted motor carriers. If Customer voluntarily pays a claim presented by Customer, Customer automatically assigns any and all of its rights and interest in the claim to MRS and releases MRS from any liability for the claim and shall execute any assignment document requested of Customer by MRS.
13. Unless otherwise agreed in writing, Customer shall be responsible for unloading and other accessorial charges, including truck ordered but not used, consignee charge backs, detention, overweight/dimension charges, demurrage charges, rerouting and storage charges.
14. Applicant understands motor carriers under contract with MRS are contractually required to maintain cargo loss and damage liability insurance in the amount of \$100,000 per shipment as well as the minimum public (auto) liability required by law. By accepting the terms of this agreement, Customer acknowledges that loads valued more than \$100,000 will not be offered



without first giving written notice to allow MRS and/or the contracted motor carrier the opportunity to arrange for increased insurance limits. Failure to provide written notice will result in Customer's loads not being insured to the extent the value exceeds \$100,000 and, otherwise agreed in writing, Customer assumes all risk of loss to the extent that value exceeds \$100,000.00.

15. For any less than truckload shipment (LTL), unless a value is declared for a shipment to MRS, Customer accepts that a limited liability rate will apply. Customer acknowledges that it has the opportunity to obtain a full value rate for such loads by declaring a value in writing to MRS and asserting that it seeks full value protection.
16. These terms and conditions of service and the relationship of the parties shall be construed according to the laws of the State of Louisiana without considering principles of conflict of law. Company and Customer hereby irrevocably consent and agree that the Federal and State courts located in the State of Louisiana shall have exclusive jurisdiction over all disputes relating to the services performed by Company. Company and Customer further agree and consent to the exercise of in personam jurisdiction over them by the Federal and State courts located in the State of Louisiana. Customer agrees that it shall not initiate any legal action without providing MRS with 30 days' written notice of its claim accompanied by a detailed explanation of its claim and specific description of all evidence Customer believes to support its claim.
17. Customer agrees to indemnify, defend, reimburse and hold MRS harmless for Customer's negligence, willful misconduct, and/or breach of these general terms and conditions to the fullest extent of the law except for damages to the extent the same is caused by the negligence, willful misconduct or breach of these general terms and conditions by MRS.
18. BROKER records phone calls for quality assurance and training purposes and your participation in any call constitutes consent.
19. These terms and conditions are expressly incorporated by this reference, into all transportation and other related agreements entered into by the parties, verbal or written, except where specifically and purposely superseded in writing by MRS.
20. Notwithstanding the previous paragraph, Customer agrees that these terms and conditions shall only apply to domestic truckload transportation services (inclusive of United States – Canada/Mexico shipments). Other modes and services are subject to separate agreement.
21. Written notice required by these terms and conditions may be accomplished via the use of the parties' regularly used email addresses or the last physical addresses provided to the other during the relationship. Notice via email is sufficient if confirmation is received from the party receiving the email and the parties agree to acknowledge receipt upon request.

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