

## Quick Pay Program Discount Payment Terms Agreement

Universal Truckload Services, Inc. and its operating subsidiary of Cavalry Logistics (“Broker”) and \_\_\_\_\_ (“Carrier”) having previously entered into a Broker-Carrier agreement and notwithstanding any different or conflicting terms contained in that agreement, hereby incorporate the terms included in this Quick Pay Discount Payment Terms Addendum (the “Quick Pay Program”). Such terms shall apply on each shipment tendered to your company from Broker and constitutes a binding agreement.

Please place an “X” in the box next to the Quick Pay Discount option you choose to participate in. All options are for payment within the number of days indicated from receipt of invoice and required paperwork.

<input type="checkbox"/>	3% discount for payment made within three (3) business days
<input type="checkbox"/>	2% discount for payment made within seven (7) business days
<input type="checkbox"/>	1% discount for payment made within fourteen (14) business days

1. For each shipment delivered by Carrier under the terms of the Agreement, Broker agrees to pay Carrier for services performed within the terms of the Quick Pay Discount Option selected.
2. Carrier shall invoice Broker directly and Broker shall pay Carrier, within thirty (30) calendar days of receipt of the invoice and required paperwork, as requested by Broker, for transportation services duly performed by Carrier. No interest, penalty, or other credit enforcement provision shall apply in the event of Broker’s inadvertent failure to pay as stated in this Quick Pay Program. In addition, Broker shall be entitled to a discount for meeting payment terms of less than thirty (30) days from invoice receipt date in accordance with the discount option selected by Carrier.
3. The discount shall be based on gross charges billed to Broker by Carrier. Broker shall have the right to reduce its payments to Carrier for each invoice by the amount of the applicable discount above. In order to participate in this Quick Pay program, Carrier cannot be in a current contract with a factoring company. The terms and conditions of this Quick Pay Program, in whole or in part, are subject to change or termination at any time without notice, per Broker’s sole discretion.
4. Payments made by Broker shall be by written check or any other method mutually agreed to in writing by both parties.
5. Carrier agrees that the Broker’s discounted payments as described in the Addendum shall constitute full and complete payment for all services rendered by Carrier under the terms of the Agreement, and Carrier, on behalf of itself, its successors and permitted assigns, hereby agrees to indemnify, defend and hold Broker harmless from and against any and all claims, demands, liabilities, damages, costs and expenses (including reasonable attorney’s fees) resulting from or arising out of (i) any payment by Broker according to Carrier’s payment instructions described in 4 above, and (ii) any allegation or assertion that any discount payment by Broker as described herein constitutes an underpayment of Carrier’s freight charges.

Time clock for the Quick Pay Discount Option chosen by Carrier starts after Broker receives the paperwork, not after the load is delivered (i.e. 3 days after Broker receives the paperwork and not 3 days after the load is delivered). Payments are processed on Monday, Wednesday, and Friday.

Broker Authorized Signature

Carrier Authorized Signature

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

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

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

MC #: \_\_\_\_\_

**CARRIER – PLEASE COMPLETE AND FAX BACK TO (586)755-4358!**