

SHIPPER STANDARD TERMS & CONDITIONS

1. APPLICABILITY – Unless and to the extent otherwise specified in a written contract executed by:

RCL Agencies, Inc. (hereafter “BROKER”) and SHIPPER (identified in the ‘Quoted To’ section of the Rate Confirmation), these Standard Terms & Conditions (“STCs”) apply to all freight brokerage services (the “Services”) provided by BROKER to SHIPPER. These STCs shall constitute the entire agreement between the parties and no other tariff provisions shall apply to the Services provided by the BROKER to SHIPPER. Performance of any Services by BROKER for SHIPPER shall constitute SHIPPER’S acceptance of these STCs. These STCs may be modified only by a written instrument executed by authorized representatives of both parties.

2. Scope of Services - BROKER is licensed as a property broker by the Federal Motor Carrier Safety Administration in Docket Number MC-849561 and, as a licensed property broker, agrees to arrange for transportation of SHIPPER’S freight pursuant to these STCs and in compliance, in all material respects, with all federal, state and local laws and regulations relating to the Services. BROKER’S responsibilities under these STCs shall be limited to arranging for, but not actually performing, transportation of SHIPPER’S freight.

3. Payment for Services - The rates and charges for the Services provided by BROKER shall be in accordance with the rates and charges set forth in the rate confirmation sheet (the “Rate Confirmation”) prepared by the BROKER and provided to SHIPPER for each shipment. Payment is due from the SHIPPER within fifteen (15) days of the date of BROKER’S invoice.

4. Delivery Receipts and Bills of Lading - Each shipment hereunder shall be evidenced by a bill of lading or other written receipt acceptable to SHIPPER showing the kind, quantity and freight shipped. Any terms and conditions found on such bill of lading shall be without effect; the parties intending such bill of lading to operate solely as a receipt and these STCs shall govern and control the Services.

5. Shipper’s Responsibilities - SHIPPER shall be responsible to BROKER for timely and accurate delivery instructions and description of the cargo, including any special handling requirements, for any shipment. SHIPPER shall comply with all applicable laws and regulations related to the transportation of its freight, including but not limited to those relating to the packing, marking, labeling, carriage or delivery of freight. The SHIPPER shall not tender to BROKER for transportation any hazardous material, as that term is used and defined in the Hazardous Transportation Act, 49 U.S.C. 501101, et seq. SHIPPER shall indemnify and hold BROKER harmless against any and all liability whatsoever (including professional fees) arising out of: (i) violation of any law, rule or regulation by SHIPPER; (ii) insufficient or improper packing, labeling, marking or loading of the Freight; (iii) taxes, levies, fines, penalties and other charges imposed by any authority in relation to the Freight; (iv) any claims in excess of the agreed upon limits contained in these STCs or (v) the negligence, default or omissions of SHIPPER.

6. Mileage - If rates are based on mileage then mileages will be determined through the use of the most current version of PC Miler Practical Miles (Zip Code to Zip Code) at the time the load is tendered.

7. Liability for Cargo – It is understood and agreed that BROKER is not a motor carrier and that BROKER shall not be held liable for loss or damage to, or delay in the transportation of SHIPPER’S property unless caused by BROKER’S negligent acts or omissions in the performance of the Services. Motor carriers utilized by BROKER shall agree in writing with

BROKER to be liable for cargo loss or damage in accordance with the provisions of 49 U.S.C § 14706. The carriers' cargo liability for any one shipment shall not exceed \$100,000, unless BROKER notifies SHIPPER of its desire for higher cargo liability limits upon reasonable advance notice, and prior to shipment pickup, to allow the motor carrier to arrange additional insurance coverage at an additional cost to SHIPPER.

8. Claims – Without assuming any liability for the cargo, BROKER shall process cargo claims against liable carriers on behalf of SHIPPER. However, BROKER shall have no obligation to pursue legal action against a motor carrier on SHIPPER's behalf.

9. BROKER Indemnity – BROKER shall indemnify and hold SHIPPER harmless from and against all third party claims for injury to persons (including injury resulting in death) and damage to property (excluding cargo) to the extent such loss, damage or injury is caused by the negligent acts or omissions of BROKER.

10. SHIPPER Indemnity - SHIPPER shall indemnify and hold BROKER harmless from and against all third party claims for injury to persons (including injury resulting in death) and damage to property to the extent such claim is caused by the acts or omissions of SHIPPER, its agents or employees, or the inherent vice or nature of the cargo tendered for transportation hereunder.

11. Force Majeure - Neither party shall be liable to the other for failure to perform its obligation under these STC's if prevented from doing so because of an act of God, strikes, fire, flood, explosion, civil disturbance, acts of terrorism, pandemic events, interference by civil or military authority, accident, labor disputes, or labor shortages, or because the continuation of the services would be in violation of any governmental laws, rules or regulations or would cause or create any material safety, health or environmental concerns, or other causes beyond the reasonable control of the party and not intentionally caused by such party ("Force Majeure").

12. Exclusion of Consequential Damages - NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING (BUT NOT LIMITED TO) LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF CUSTOMER GOODWILL OR PUNITIVE OR EXEMPLARY DAMAGES, CUSTOMER CHARGEBACKS, OR THE COSTS AND EXPENSES IN PROVIDING OR SECURING SUBSTITUTE REVENUES OR SUBSTITUTE SERVICE PROVIDERS, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF THE SAME, AND WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE).

13. Governing Law; Jurisdiction – To the extent not governed by federal law, the laws of the state of Ohio shall govern the validity, construction, and performance of these STCs. All controversies, claims, actions, suits or proceedings arising hereunder shall be brought in the jurisdiction of the federal and state courts sitting in New Jersey and each party waives any defense of forum non-conveniens.

14. Severability - In the event any provision of these STCs is held invalid or unenforceable for any reason, that provision shall be ineffective to the extent of such invalidity or unenforceability, and such invalidity or unenforceability shall not affect any other provision of this agreement.