

CARRIER TERMS AND CONDITIONS

These CARRIER TERMS AND CONDITIONS (these “Terms and Conditions”) and any agreed upon pricing documents apply to all transportation services (the “Services”) provided by Carrier to BZS Transport Inc. or any of its subsidiaries or affiliated entities (hereafter “Broker”), and its Shippers. The parties expressly waive any or all rights and remedies under Part B, 49 USC §13101 *et. seq.* as provided for by 49 USC §14101(b) to the extent such rights and remedies are in conflict with this Agreement. Performance of any work by Carrier for Broker shall constitute acceptance by Carrier of these Terms and Conditions.

1. SERVICES. Broker is a licensed property broker by the Federal Motor Carrier Safety Administration (“FMCSA”), and, as a licensed broker, arranges for freight transportation. In order to satisfy some of its customer’s or shipper’s (herein, a “Shipper”) transportation needs, Broker desires to utilize the services of Carrier to transport of some of Shipper’s freight (the “Services”).

2. PAYMENT FOR SERVICES. Rates for each shipment will be as set out in the quote provided by Carrier and acknowledged and accepted by Broker. Any additional services or assessorial charges not reflected on original confirmation should be requested by carrier so a new rate confirmation can be sent. Broker will not pay any charges not supported by a rate confirmation. Broker will pay Carrier the agreed amount within twenty-five (25) days after Broker’s receipt of Carrier’s freight bill, bill of lading, clear delivery receipt, and any other documents necessary to enable Broker to ascertain transportation services have been properly provided. Only Broker, and not Carrier, shall bill Shipper for transportation services provided by Carrier. Carrier shall in no event seek to collect payment from Shipper or any other party involved with a shipment other than Broker. If Carrier accepts and provides services to Broker before reaching an agreement with Broker on pricing, Broker agrees to pay Carrier the last pricing quoted by Broker to Carrier for that load or, if no pricing has been provided by Broker, Broker agrees to pay for Carrier’s Services based on Broker’s standard pricing model. Carrier shall not withhold any freight due to any dispute with Broker regarding freight charges. Carrier waives and releases all liens which it might otherwise have to any of Broker’s or Shipper’s freight in its possession.

3. CARRIER'S OBLIGATIONS.

a. Carrier represents and warrants that it is authorized as a motor carrier by all relevant federal, state and/or provincial authorities in order to lawfully perform all services undertaken pursuant to this Agreement, including but not limited to registration with the U.S. Department of Transportation pursuant to 49 U.S.C. 13902 and 13905. Carrier further represents and warrants that it does not have an unsatisfactory safety rating issued from the U.S. Department of Transportation, and further agrees to comply with all federal, state, provincial and local laws regarding the provision of the transportation services contemplated under this Agreement. Carrier shall immediately notify Broker after receiving, or upon the occurrence that has a likelihood of Carrier receiving, an unsatisfactory safety rating issued from the U.S. Department of Transportation or any similar rating that could result in any order prohibit operations by Carrier by any authority with jurisdiction over Carrier’s operations.

b. Carrier shall transport shipments without delay and will comply with all agreed upon pick-up and delivery schedules. Carrier shall immediately notify Broker of any likelihood of delay.

c. Carrier shall obtain from the Shipper or its consignee a complete, signed delivery receipt for each shipment, and it shall notify Broker immediately of any exception on any document. Carrier shall send Broker delivery receipts and bills of lading within twenty-four (24) hours of delivery, as Broker directs.

d. Documents for each Shipment shall name Broker as third party payor of all freight charges and Carrier as the carrier of record. If there is a wrongly worded document, the parties will treat it as if it showed Broker as “third party payor” and Carrier as “carrier”. If there is a conflict between these Terms and Conditions and any transportation document related to a shipment, these Terms and Conditions shall govern. In no event will any tariff, service guide, terms and conditions, or any other similar document maintained by Carrier apply to its services hereunder.

e. At all times that Carrier provides services for Broker or any Shipper, Carrier shall procure and maintain, at its sole expense, the following insurance coverage:

i. Commercial Automobile Liability Insurance, with a combined single limit of not less than US \$1,000,000 each occurrence, or such greater amount as is required by governing law, covering all vehicles used to provide services under these Terms and Conditions, including coverage for all liabilities for personal injury (including death) and property damage arising out of Carrier’s transportation under this these Terms and Conditions.

ii. All Risk Broad Form Motor Truck Cargo Legal Liability insurance in an amount not less than the greater of: (i) \$100,000; or (ii) the total declared value for any cargo tendered by Broker to Carrier, if any. Such insurance policy shall list Broker as loss payee and provide coverage to Broker or Shipper for any loss, damage or delay claim to any property coming into the possession of Carrier under this Agreement. Unless approved in advance by Broker, the coverage provided under the cargo policy shall have no exclusions or restrictions of any type that would foreseeably preclude coverage relating to a cargo loss, damage or delay claim, including, but not limited to, exclusions for theft, employee fraud or dishonesty, unattended or unattached trailers, or commodity exclusions.

iii. Comprehensive General Liability insurance with a minimum combined single limit of not less than US \$1,000,000 for each occurrence. Such insurance policy shall include coverage for bodily injury, property damage, premises/operations, products/completed operations, contractual, independent contractors, road damage, property damages, and personal injury. Such policy or policies shall include cross liability (severability of interest).

iv. Workers’ Compensation in accordance with statutory requirements.

f. Prior to performing any of the transportation services hereunder, and promptly upon Broker’s written request therefor, Carrier shall provide Broker with copies of its MCS 90 forms and written certificates of insurance for the above policies from its insurance agent evidencing the insurance, that it is being properly maintained, the expiration date,

and specifying that Broker will be given thirty (30) days prior notice of cancellation or material modifications.

4. NO DOUBLE BROKERING. Carrier shall transport all freight tendered by Broker only on equipment operated under Carrier's operating authority, on equipment owned or leased by Carrier, and use employees or independent contractors under contract with Carrier. Carrier shall not in any way sub-contract, broker, or arrange for the freight to be transported by a third party without Broker's prior written consent, which consent may be withheld or denied in Broker's sole and absolute discretion. In the event Carrier violates this section, Broker may pay the motor carrier directly, and Carrier shall forfeit any right it may have to payment on that particular load. Additionally, Carrier shall assume the liabilities of the motor carrier as if Carrier had moved the load with their own equipment under these Terms & Conditions.

5. MILEAGE. Where rates are based on mileage, mileages will be determined using the most current version of PC Miler Practical Miles (Zip Code to Zip Code, with the 53-foot option turned on) at the time the load is tendered.

6. LIABILITY FOR LOSS, DAMAGE OR DELAY. For purposes of loss, damage, and/or delay of Customer's freight while under Carrier's care, custody, or control, Carrier shall assume common carrier liability subject to the provisions of 49 U.S.C. §14706 (i.e. Carmack Amendment). The loss, damage or injury shall be measured as the actual loss or injury to the property. In addition, Carrier shall indemnify Broker for all indirect, special or consequential damages, or other special economic losses that might be assessed against Broker on any Shipper's claim. Carrier shall pay to Broker, or it shall allow Broker to deduct from the amount Broker owes Carrier, for Shipper's loss for the commodities so lost, delayed, damaged or destroyed and the amount of any indemnity, as stated above. Within twenty-four (24) hours of any loss, delay, damage or destruction of Shipper's property, Carrier shall provide detailed written notice to Broker of same. For any freight claim, Carrier shall pay Broker or Shipper within thirty (30) days after Carrier's receipt of an appropriate invoice and supporting documentation. Except for damages or loss arising out of (i) Carrier's gross negligence or willful misconduct, (ii) Carrier's breach of any term or condition contained in these Terms and Conditions, or (iii) Carrier's failure to comply with any applicable laws, rules, or regulations, Carrier's liability shall be limited to the lesser of (i) the market value of the goods lost or damaged, or (ii) \$100,000 per occurrence, unless Shipper or Broker have provided a declared value for a particular shipment.

7. CARRIER INDEMNITY. Carrier shall defend, indemnify, and hold Broker and Shipper harmless from and against all loss, liability, damage, claim, fine, cost or expense, including reasonable attorney's fees, arising out of or in any way related to, (i) Carrier's performance of the contemplated transportation services under these Terms and Conditions, (ii) breach of any terms of these Terms and Conditions by Carrier or any of its employees, agents, or independent contractors, (iii) violation of applicable law by Carrier or any of its employees, agents, or independent contractors, (iv) the negligence of Carrier or any of its employees, agents, or independent contractors, or (v) the willful misconduct of Carrier or any of its employees, agents, or independent contractors.

8. NONSOLICITATION. Carrier shall not knowingly solicit freight shipments or accept shipments for a period of twenty-four (24) months from any shipper, consignor, consignee, or other customer where: (i) the availability of such traffic first became known to Carrier because of Broker's efforts; or (ii) the traffic of the shipper, consignor, consignee or Customer of Broker was first tendered to Carrier by

Broker. If Carrier breaches this provision, Carrier shall be obligation to pay Broker for a period of fifteen (15) months from the date of such breach, commissions in the amount of thirty-five percent (35%) of the transportation revenue resulting from traffic transported in violation of this provision, and Carrier shall provide Broker or its agents with all documentation requested by Broker to verify such transportation revenue.

9. CONFIDENTIALITY AND NONDISCLOSURE. Carrier shall not disclose these Terms and Conditions or any other confidential information, including, without limitation, the identity of any Shipper, to a third party without the written consent of Broker unless: (1) it is required by law or regulation; (2) disclosure is made to the parent, subsidiary or affiliate of Carrier; or (3) disclosure is made to facilitate the terms and conditions of these Terms and Condition. In addition to any other right or remedy, Carrier agrees that in the event of any violation or threatened violation of this provision, and provided that Broker is acting in good faith, Broker shall be authorized and entitled to (1) injunctive relief by temporary restraining order, temporary injunction, or permanent injunction, all without the posting of any bond, and (2) any other legal and equitable relief to which it may be entitled. If Broker prevails, Broker shall be entitled to recovery of all reasonable attorney's fees and costs incurred in connection with any such action. Carrier will refrain from using Broker's or its Shipper's names or identities in any advertising or promotional materials or communications.

10. NONEXCLUSIVE TERMS AND CONDITIONS. It is understood and agreed between the parties hereto that Broker shall be free to tender freight for transportation to carriers other than Carrier and that Carrier shall be free to accept freight for transportation from brokers other than Broker.

11. INDEPENDENT CONTRACTOR. Carrier is an independent contractor, and, as such, is wholly responsible in every way for such persons as Carrier hires or employs in the performance of any of the services covered under these Terms and Conditions. Carrier shall be wholly responsible for performing the contemplated transportation services and for all costs and expenses of such transportation services, including but not limited to, costs and expenses of all Carrier's transportation equipment, its maintenance, and those persons who operate it. As to Broker, Carrier shall have the sole and exclusive responsibility for the manner in which its employees and/or independent contractors perform the transportation service, including the equipment provided. Driving directions and other incidental shipment details provided to Carrier employees by Broker are for informational purposes only

12. GOVERNING LAW. These Terms and Conditions, and all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the law of the State of New York without giving effect to the conflict of law provisions thereof. As a pre-condition of bringing any action, each party shall appoint a senior official to attempt in good faith to settle the dispute.

13. SEVERABILITY AND WAIVER. If any phrase, clause, sentence, or other provision contained in these Terms and Conditions violates any applicable statute, ordinance, rule or law, such phrase, clause, sentence or provision shall be ineffective to the extent of such violations without invalidating any other provision of these Terms and Conditions. The waiver by either party of any breach or default hereunder, or the failure of either party to enforce any of the terms and conditions herein, shall not affect, limit or waive the right of either party thereafter to enforce and compel strict compliance with these Terms and Conditions.

14. ENTIRE AGREEMENT. These Terms and Conditions represent the entire understanding of the parties with respect to the subject matter herein and cannot be amended except in writing signed by

both parties. No other tariff provisions shall apply to the Services provided by Carrier to Broker under these Terms and Conditions. Broker objects to any terms proposed in Carrier's acknowledgment or other form of acceptance of Broker's offer to perform services which add to, vary from, or conflict with these Terms and Conditions. Any such terms proposed by Carrier shall be void and these Terms and Conditions shall constitute the complete and exclusive statement of the terms and conditions between Carrier and Broker. These Terms and Conditions may be modified only by a written instrument executed by authorized representatives of both parties.

15. WAIVER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR CARRIER'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 7, AND EXCEPT FOR CARRIER'S BREACH OF SECTION 4, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOST OPPORTUNITY, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND EVEN IF SUCH PARTY WAS NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES.