

AIT TRUCKLOAD SOLUTIONS, INC.

TERMS AND CONDITIONS OF CONTRACT

By tendering Goods to AIT Truckload Solutions, Inc. ("AIT Truckload Solutions"), Customer agrees to be bound by these Terms and Conditions. In accordance with 49 U.S.C. Section 14101(b)(1), Customer and AIT Truckload Solutions expressly waive any and all rights and remedies that each may have under 49 U.S.C. §13101 through 14914 that are contrary to specific provisions of these Terms and Conditions. "Customer" in these Terms and Conditions means the party from whom the shipment is received, any party who requested the shipment be transported by AIT Truckload Solutions, any party having an interest in the shipment, and any party who acts as an agent for any of the above.

1. Parties. Customer is a shipper and/or consignee of certain general commodities ("Goods") that Customer wishes to have transported by motor carriers ("Carriers") domestically within the United States, between locations within the United States and Mexico, and/or between locations within the United States and Canada. AIT Truckload Solutions is a transportation broker licensed by the Federal Motor Carrier Safety Administration to arrange for the transportation of Goods by Carriers. AIT Truckload Solutions is not a freight forwarder, common carrier, or contract carrier.

2. Services. AIT Truckload Solutions' responsibility is limited to arranging for, but not actually performing, transportation of the Goods. These Terms and Conditions apply to all transportation services arranged by AIT Truckload Solutions on Customer's behalf ("Services").

3. Independent Contractors. The relationship between Customer and AIT Truckload Solutions is and will remain that of independent contractors, and no employer/employee, principal-agent, partnership, or joint venture relationship exists or is intended.

4. Compensation.

- A. AIT Truckload Solutions will invoice Customer for its services based on these Terms and Conditions and negotiated rates and charges.
- B. Customer agrees to pay AIT Truckload Solutions within 30 calendar days of invoice date without deduction or setoff. All past due amounts owed by Customer shall bear interest at the lesser of (i) one and one-half percent (1.5%) per month, or (ii) the greatest interest rate permissible under applicable law, until all amounts have been paid to AIT Truckload Solutions. Customer shall also be liable for all collection costs, including reasonable attorneys' fees, incurred by AIT Truckload Solutions in collecting or attempting to collect any past due amount owed by Customer.
- C. If Customer does not pay the invoiced amounts, AIT Truckload Solutions may commence a civil action to recover such invoiced amounts (plus interest and attorneys' fees as provided in these Terms and Conditions or under applicable law) within 24 months of delivery or tender of delivery of the shipments involved.

5. Bills of Lading and Other Shipping Documents. Customer's insertion of AIT Truckload Solutions' name on any bill of lading or shipping document will be for Customer's convenience only and will not change AIT Truckload Solutions' status as a broker. The terms and conditions of any documentation used by Customer, any shipper, or a Carrier will not supplement, alter, or

modify the terms of these Terms and Conditions.

6. Loss, Damage, or Delay of the Goods

- A. AIT Truckload Solutions is not liable for loss, damage, or delay in connection with the transportation of Goods. If requested by Customer and agreed to by AIT Truckload Solutions, AIT Truckload Solutions may assist Customer in filing and/or processing claims with Carriers.
- B. Carriers are not liable for the following: (1) damage to the Goods to the extent due to packaging, loading, unloading, blocking, bracing, or securing of the Goods (unless Carrier has provided loading or unloading services at Customer's request, in which case such Carrier may be liable for cargo damage caused by such loading or unloading services), (2) inherent vice or defect in the Goods, including rusting of metals, swelling of wood caused by humidity, moisture or condensation, or deterioration of perishable products; (3) an act of God or the public enemy; (4) any act or default by Customer or any consignee, consignor, or beneficial owner of the Goods; (5) any act taken under authority of law; or (6) any act of war or terrorism.
- C. Carrier's liability for cargo loss, damage, and delay will be the least of the following, unless Customer declares a higher value with AIT Truckload Solutions prior to shipment and pays an additional charge as specified by AIT Truckload Solutions:
 - (1) The actual value of the Goods,
 - (2) \$100,000 per shipment,
 - (3) for shipments originating in Canada, \$2CDN times the weight of the shipment, or
 - (4) for loss or damage occurring within Mexico, an amount equal to fifteen (15) times the Unit of Measure and Update published by the Federal Government of Mexico, effective as of the date of shipment, per ton of cargo.
- D. Any claim for cargo loss, damage, or delay must be filed against the responsible Carrier within the following time limits. For shipments originating in the United States and moving either domestically within the United States or from the United States to Canada, claims must be filed with the appropriate Carrier, in writing, within nine (9) months of the date of delivery, or, in case of non-delivery, within nine (9) months of the date delivery should have been made. For shipments originating in Canada and moving either domestically within Canada or between Canada and the United States, (i) a notice of intent to claim damage or partial short must be filed in writing within sixty (60) days from the date of delivery of the shipment, or in the case of non-delivery, within nine (9) months from the date of shipment, and (ii) the final claim must then be filed, in writing, within nine (9) months from the date of shipment. For shipments moving within Mexico, claims for cargo loss or damage must be filed with the appropriate Carrier, in writing, within twenty-four (24) hours of delivery or scheduled delivery. Notice to AIT Truckload Solutions does not constitute filing of a claim with a Carrier. Any suit or other legal action to recover for cargo loss, damage, or delay must be commenced against a Carrier no later than 2 years after declination or non-payment of the cargo claim by the Carrier.

7. Consequential Damages. Under no circumstances will AIT Truckload Solutions or Carrier be liable for consequential, indirect, incidental, special, exemplary, or punitive damages of any

kind.

8. Customer Obligations.

- A. Customer is responsible for ensuring that Goods are properly and safely loaded, supported, blocked, braced, and secured. Customer will be responsible for expenses arising out of any load shift that occurs during transportation due to improper or insufficient loading, blocking, or bracing.
- B. Customer must provide necessary shipping instructions and properly identify all Goods in the bill of lading or other shipping instructions. Customer must not tender any restricted commodities, including but not limited to hazardous materials and waste, oversize or overweight shipments, coiled or rolled products, or commodities requiring protection from heat or cold, without properly identifying such shipments and making necessary prior arrangements for transportation.
- C. Unless Customer has requested that AIT Truckload Solutions arrange for a Carrier to provide driver count services before dispatch and the Carrier performs such driver count services, Customer is responsible for properly counting and recording the number of pieces transported and applying a protective seal to the loaded equipment.
- D. Customer is responsible for checking all empty containers or trailers tendered for loading and rejecting any equipment that is not in apparent suitable condition to protect and preserve the Goods during transportation.
- E. If Customer requests that AIT Truckload Solutions arrange for equipment to be dropped at a location for Customer's convenience and left unattended by Carrier, Customer and Customer's consignors or consignees will not lose, damage, or misuse the equipment and Customer will pay for loss or damage to the equipment occurring during or as a result of such custody, control, possession, or use of the equipment.
- F. Customer must comply with all applicable laws and regulations governing the safe and secure transportation of food products that will be ultimately consumed by humans or animals ("Food Shipments"), including those required by local, provincial, state and federal laws, regulations, ordinances and rules including, but not limited to, the Food Safety Modernization Act (21 U.S.C. § 2201, et seq.), the Federal Food, Drug and Cosmetic Act (21 U.S.C. § 341, et seq.) ("FD&C Act"), the Sanitary Food Transportation Act (49 U.S.C. 5701, et seq.), the U.S. Food and Drug Administration's Final Rule on the Sanitary Transportation of Human and Animal Food (21 C.F.R. § 1.900, et seq.) and all applicable U.S. Department of Agriculture and Food Safety and Inspection Service regulations. If shipments are moving within Mexico, Customer must comply with the General Law of Health, the Regulation for the Sanitary Control of Products and Services, the Mexican Official Standard NOM-251-SSA1- 2009 (Hygienic practices for processing food, beverages and dietary supplements), and any other applicable law, rule, or regulation. Shipments moving within Canada must comply with the Safe Food for Canadians Act and Safe Food for Canadians Regulations, and/or the current applicable federal and provincial food safety laws and regulations. (All of the above regulations are referred to herein as the "Food Safety Laws"). Customer is responsible for the recordkeeping obligations of a "Shipper" under the Food Safety Laws. Customer represents and warrants that any Food Shipments offered for transportation pursuant to any agreement with AIT Truckload Solutions will be tendered in safe condition for human or animal consumption, as

applicable.

- G. If a Food Shipment is covered under any of the Food Safety Laws that prohibit the sale or distribution of unsafe or “adulterated” food, Customer must specify the applicable body or bodies of law, statutes and/or regulations on the face of the governing bill of lading for the shipment. At the time of booking, and prior to loading the Goods, Customer must further specify in the booking request and on the face of the governing bill of lading all instructions to be followed by the Carriers to maintain the safety of the food, including, without limitation, all temperature control requirements and temperature control documentation requirements, including an operating temperature for the transportation and, when necessary, the pre-cooling phase, all sanitation requirements and sanitation documentation requirements for the Food Shipment, including those for the Carriers’ vehicle and transportation equipment, any design specifications and cleaning procedures (“Written Instructions”). AIT Truckload Solutions will assist Customer in providing any Written Instructions to the Carriers transporting Customer’s food cargo. Customer, including Customer’s consignors and consignees, shall permit the Carrier to verify the temperature of Food Shipments prior to acceptance of tender and upon delivery at destination.
- H. Customer acknowledges and agrees that the definition of “adulterated” as applicable to Food Shipments shall be that provided in the FD&C Act (21 U.S.C. §§ 342(a)(i)(4), 342(i)). In the event of apparent adulteration of any portion of a Food Shipment, Customer warrants that Customer will, at Customer’s own expense, obtain a reliable inspection of the Food Shipment by a qualified expert as soon as possible after delivery. Customer will mitigate damages whenever possible, including by salvaging all portions of a shipment for which there is a secondary market. Customer acknowledges that the Carrier will bear no liability for Food Shipments wrongfully refused without a timely and documented determination by a qualified expert of adulteration. Customer additionally acknowledges that if Customer fails to provide written instructions, as required above, the Carrier will not be liable for loss or damage to Food Shipments deemed adulterated.
- I. Customer warrants that Customer will not directly or indirectly interfere with, or attempt to adversely influence, the Carrier’s safe operation of equipment including performance pursuant to the federal hours of service regulations. Customer represents and warrants that Customer does and will comply at all times with all laws, rules, and regulations applicable to the cross-border movement of Goods.

9. Hazardous Materials. Customer must provide AIT Truckload Solutions with advance notice of the proposed shipment of any Dangerous Goods as defined in the Transportation of Dangerous Goods Act, 1992 (Canada) or the Transportation of Dangerous Substances Regulations (Quebec), any hazardous material as defined in 49 U.S.C. §5101, *et seq.* in the United States, or in the Law of Roads and the Regulations for Land Transportation of Hazardous Materials and Waste in Mexico (“Hazardous Material”), and provide a copy of the Material Safety Data Sheet for that Hazardous Material. Customer will defend, indemnify, and hold harmless AIT Truckload Solutions, the applicable Carrier, their respective affiliates, and their respective officers, directors, members, managers, employees, agents, insurers, successors and assigns, from and against all claims, liabilities, losses, suits, damages, fines, legal fees and other expenses arising out of contact with, exposure to, or release of any Hazardous Material, including without limitation fines or expenses relating to the removal or treatment of that Hazardous Material or any other remedial action pertaining to that Hazardous Material under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, *e seq.* as amended (“CERCLA”), The Resource Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.* as amended (“RCRA”), or any

comparable Canadian, Mexican, provincial, or state law.

10. Indemnification. In addition to the defense and indemnity obligations set forth in Section 9 above, Customer shall defend, indemnify, and hold harmless AIT Truckload Solutions, the applicable Carrier, their respective affiliates, and their respective officers, directors, members, managers, employees, agents, insurers, successors and assigns, from and against any claims, liabilities, losses, suits, damages, fines, legal fees and other expenses arising out of, caused by, or resulting from any actual or alleged (i) negligence, gross negligence, recklessness, or willful misconduct by Customer (including any of its employees or other agents), (ii) Customer's breach of any of these Terms and Conditions, or (iii) violation of any applicable law, rule, or regulation by Customer (including any of its employees or other agents). Without limiting the generality of the preceding sentence, Customer's defense and indemnity obligations shall include any claims, liabilities, losses, suits, damages, fines, legal fees and other expenses sought or asserted by any insurance carrier or other subrogee or assignee of Customer or any other party. The obligation to defend includes payment of all reasonable costs of defense, including attorney fees, as they accrue.

11. Information Systems. Any management information system or computer hardware or software used or supplied by AIT Truckload Solutions in connection with the Services is and will remain AIT Truckload Solutions' exclusive property. All management information systems and related computer software and documentation used or supplied by AIT Truckload Solutions are proprietary to AIT Truckload Solutions, and Customer will treat all such systems as confidential and not copy, use, or disclose them to third parties without AIT Truckload Solutions' prior written consent, except as required by law.

12. Choice of Law/ Jurisdiction/Venue/Waiver of Jury/Attorneys' Fees

- A. These Terms and Conditions are governed by and construed in accordance with the applicable federal laws of the United States, or, to the extent not governed by such federal laws, the laws of the State of Illinois, without regard to the choice-of-law rules of Illinois.
- B. Customer and AIT Truckload Solutions agree that any claim or dispute involving or arising out of these Terms and Conditions and/or the provision of Services by AIT Truckload Solutions for Customer may be brought in any state or federal court located within the geographical boundary of the U.S. District Court for the Northern District of Illinois, Eastern Division. Customer and AIT Truckload Solutions hereby submit to the personal jurisdiction of any such court, and waive any and all objections to venue being laid in any such court.
- C. EACH OF CUSTOMER AND AIT TRUCKLOAD SOLUTIONS FURTHER AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM, OR OTHER ACTION INVOLVING OR ARISING OUT OF THESE TERMS AND CONDITIONS AND/OR THE PROVISION OF SERVICES BY AIT TRUCKLOAD SOLUTIONS.
- D. In the event of any litigation involving or arising out of these Terms and Conditions and/or the provision of Services by AIT Truckload Solutions, the prevailing party in such litigation shall recover from the other party the prevailing party's attorneys' fees and expenses, expert witness fees and expenses, and all other legal costs, fees, and expenses incurred in connection with such litigation, including through exhaustion of any appeals.

13. Force Majeure. If performance by a party is affected by any condition beyond the reasonable control of such party, the performance of obligations under the Terms and Conditions (other than Customer's obligation to pay for Services performed) affected by such condition will be suspended during the continuance of such condition. The Carriers engaged by AIT Truckload Solutions will be permitted an extension period equal to the period of suspension in order to complete shipments adversely affected by the suspension. Neither party will incur any liability for damages resulting from any such suspension.

14. Notice. Any notices and other communications required or permitted under the Terms and Conditions must be in writing and be (1) delivered personally, (2) sent by facsimile or e-mail transmission if confirmed by notice sent by one of the other notice methods permitted in this paragraph, (3) sent by nationally recognized overnight courier guaranteeing next business day delivery, or (4) mailed by registered or certified mail (return receipt requested), postage prepaid. Notice to AIT Truckload Solutions shall be sent to the following address (or to such other address as may be specified from time to time by notice given in accordance with this section:

AIT Truckload Solutions, Inc.
Two Pierce Place
Suite 2100
Itasca, IL 60143

Notice to Customer shall be sent to the address specified by Customer for such notices (as the same may be modified by Customer from time to time by notice given in accordance with this section). All such notices and other communications will be deemed to have been given and received (1) in the case of personal delivery, on the date of such delivery, (2) in the case of facsimile or e-mail transmission that is confirmed by notice sent on the same day by one of the other methods permitted, on the date of transmission if sent on a business day (or if sent on other than a business day, on the next business day after the date sent), (3) in the case of delivery by nationally recognized overnight courier, on the business day following dispatch if sent by guaranteed next day delivery, or (4) in the case of mailing, on the third business day following such mailing.

15. Confidentiality.

- A. As part of the business relationship between Customer and AIT Truckload Solutions, either party may be in possession of information or data that constitutes trade secrets, know-how, confidential information, marketing plans, pricing, or anything else otherwise considered proprietary or secret by the other ("Confidential Information"). In consideration of the receipt of such Confidential Information and potential business, each party agrees to protect and maintain the confidentiality of such Confidential Information, to use such Confidential Information solely in connection with their business relationship, and to take all measures reasonably necessary to protect the Confidential Information from unauthorized disclosure, except as and to the extent that disclosure is required by applicable law.
- B. Customer agrees that AIT Truckload Solutions' costs for services are confidential and need not be disclosed to Customer. Customer specifically waives any rights Customer may have under 49 CFR § 371.3.