

## CFI LOGISTICS TERMS AND CONDITIONS

The CFI Logistics Terms and Conditions ("CFIL TERMS") shall apply to all logistics services facilitated by, through or on behalf of TForce LSM, LLC, d/b/a CFI Logistics, a TFI International company, with a principal place of business located at 4701 East 32nd Street, Joplin, MO 64804 ("CFIL") and CUSTOMER.

The CFIL TERMS shall have precedence and governance over any other agreement, bill of lading, load confirmation or shipping document, unless otherwise expressly agreed in writing by a corporate officer of CFIL and an authorized representative of CUSTOMER.

**1.1. Logistics Services.** CFIL shall arrange for the pick-up, transport and delivery of General Commodities on behalf of CUSTOMER to, from or within the U.S., Canada and Mexico. CFIL makes no express or implied warranties or guarantees concerning pick up or delivery time or the locating of a Carrier to provide the transportation services requested by CUSTOMER, and nothing contained in the CFIL TERMS shall be construed to require CFIL to accept shipments from CUSTOMER. To the extent that CUSTOMER obtains records set forth in 49 C.F.R. § 371.3 by any means whatsoever, CUSTOMER shall refrain from utilizing such records in negotiating services by or through any third party and CUSTOMER further acknowledges and agrees that all such records shall comprise CFIL's confidential information.

**2. Transportation Service Providers.** CFIL shall select Carrier who are contractually obligated pursuant to the following:

2.1. Carrier shall be trained in the proper handling and safe transportation of CUSTOMER's goods, including hazardous materials endorsement, if applicable.

2.2. Carrier shall possess governmental operating authority under any applicable federal, state or provincial agency to perform the transportation services in intrastate, interstate and/or foreign commerce, including, but not limited to, the Federal Motor Carrier Safety Administration (FMCSA), and shall meet Customs-Trade Partnership Against Terrorism (C-TPAT) minimum security standards.

2.3. Carrier shall maintain insurance coverages as required by the federal or state jurisdiction governing Carrier operations, including \$100,000 cargo liability coverage (no Mexico liability), unless otherwise requested by CUSTOMER and agreed by a corporate officer of CFIL and an authorized representative of CUSTOMER prior to Carrier transportation of the shipment.

2.4. Carrier equipment shall be clean, safe, and properly maintained and meet all applicable governmental regulatory standards and requirements, including without limitation compliance with applicable California Air Resources Board (CARB) requirements.

2.5. No lien shall be placed upon CUSTOMER's goods.

**2.6. Rates and Charges.** The rates and charges shall include not only the CFIL services involved in performing logistics services, but also the actual transportation services performed by the Carrier. The parties shall execute a rate agreement before each shipment to which such rate agreement applies. Any rate agreement can be supplemented or revised by written agreement signed by both parties or mutual electronic acknowledgement prior to transportation of the shipment, by electronic transmission by CFIL to CUSTOMER if not objected to by CUSTOMER, in writing, within twenty-four (24) hours from the date and time transmitted.

2.7. In the event services are performed and it is subsequently discovered that there was no applicable or understood rate agreement with CUSTOMER, the charges invoiced by CFIL shall be the agreed upon contract rate for the services performed.

2.8. In the absence of expressly stated charges in a rate agreement, the following charges shall apply.

### Appendix A – Fuel Surcharge Schedule

### Appendix B – Accessorial Services Fee Schedule

**3. Payment Terms.** CFIL shall invoice CUSTOMER for original charges no later than thirty (30) days from the delivery date, and CUSTOMER shall promptly issue payment to CFIL no later than fifteen (15) calendar days from the invoice date, or as otherwise expressly agreed in writing by a corporate officer of CFIL and an authorized representative of CUSTOMER.

3.1. The filing, investigation, processing and disposition of all overcharge or undercharge claims for freight charges hereunder shall be governed by the provisions of §49 CFR Part 378. CUSTOMER shall have no right of withholding payment or offset for alleged overcharges or duplicate payments without the prior written consent of CFIL.

**4. Cargo Liability.** CFIL is not a motor carrier and assumes no motor carrier responsibility for cargo loss or damage in the event that the National Motor Freight Traffic Association (NMFTA) form of bill of lading (effective in August 2016) is utilized. The insertion of CFIL's name as the Carrier on a bill of lading shall be for the shipper's convenience only and shall not change CFIL's status as a property broker nor the Carrier's status as a motor carrier. Unless otherwise expressly agreed in writing by a corporate officer of CFIL and an authorized representative of CUSTOMER, the following cargo liability terms and conditions respecting the CUSTOMER commodities, mode of transportation and logistics services performed shall govern Carrier transportation of shipments.

4.1. Carrier shall be liable to shipper, its agents and assigns, for the full actual loss of or to shipper's goods as and to the same extent that liability is imposed on motor carriers pursuant to 49 USC §14706, with such liability to exist from the time of receipt of any goods by Carrier, signified by a signed bill of lading by Carrier, until proper delivery and receipt by receiver has been made.

4.2. Carrier maximum liability for cargo loss or damage, unless otherwise expressly agreed in writing by corporate representatives of the parties prior to shipment tender, shall not exceed \$100,000 USD per trailer load within the contiguous United States and Canada.

4.3. Carrier liability as a rail carrier shall be governed by the applicable tariffs, directories, agreements, rules or policies governing intermodal transportation published by the rail carrier in effect at the time of shipment.

4.4. Carrier shall have no liability for cargo loss, damage or delay of any kind caused by an act of God, the public enemy, the authority of law, inherent vice or nature of the cargo, or the acts or omissions of shipper, its agents, employees, customers, clients, consignees, or consignors.

4.5. Carrier shall have no liability for delay in pick up or delivery, or the deterioration of goods resulting from delay, unless expressly agreed in writing.

4.6. Carrier shall have no liability for cargo loss, damage or delay within Mexico, or while shipper's goods are in the custody or control of any customs brokers, freight forwarders, drayage companies, or cartage agents involved in transporting goods for or on behalf of shipper at or across the U.S./Mexico border.

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4.7. Carrier liability shall not be altered by pre-printed terms and conditions on a bill of lading, trip sheet, load confirmation or other shipping document issued by CUSTOMER.

4.8. CUSTOMER shall have no right of withholding payment or offset against charges with respect to cargo loss, damage or delay.

4.9. Cargo claims shall be governed by 49 CFR Part 370 (49 C.F.R. Part 1005 for rail shipments) with respect to the filing, investigation, processing and disposition. Any action or proceeding to recover cargo loss or damages alleged to be due hereunder shall be commenced no later than nine (9) months after delivery, or in the case of non-delivery within (9) months after a reasonable time for delivery has elapsed. Any action or proceeding at law to recover for cargo loss or damages alleged to be due hereunder shall be instituted against Carrier no later than two (2) years and one (1) day from the date which Carrier provides written notice of disallowance of any portion of such claim.

5. **Indemnification.** CFIL shall indemnify, defend and hold harmless CUSTOMER, its affiliates, parent companies, and subsidiaries, and their respective employees, directors, officers, agents and representatives from and against any and all claims, actions, suits, settlements, judgments, losses, damages (excluding cargo liability governed by Section 5), and court costs, including reasonable attorney fees, to the extent proximately caused by (i) the negligent acts or omissions or willful misconduct of CFIL; or (iii) the failure of CFIL to comply with applicable laws, rules or regulations, except to the extent any such claim is caused by CUSTOMER, its agents, employees, contractors, consignees, consignors or any third party relating thereto. In no event shall CFIL liability and indemnity obligations hereunder exceed \$1,000,000 USD in the aggregate.

5.1. CFIL shall have no liability or obligation to CUSTOMER or any indemnitee for indirect or consequential damages, including, without limitation, lost profits, or loss of business revenue or earnings, whether or not such damages could reasonably be foreseen or their likelihood has been disclosed to such party.

5.2. CFIL shall have no liability for CUSTOMER special damages, penalties or chargebacks, unless such terms are expressly agreed in writing by a corporate officer of CFIL and an authorized representative of CUSTOMER prior to Carrier transportation of the shipment.

6. **Insurance.** CFIL shall maintain liability and contingent coverage in the following minimum amounts: Commercial General Liability \$1,000,000; Commercial Automobile Liability \$1,000,000; Cargo Liability \$100,000 (no Mexico liability); Errors & Omissions \$1,000,000; Employer's Liability \$1,000,000; Workers' Compensation In accordance with applicable state law. CUSTOMER shall have no waiver of subrogation rights with respect to CFIL or its insurer.

7. **Force Majeure.** CFIL shall have no liability hereunder for failure or delay in the performance of a required obligation if and to the extent such failure or delay is caused by acts of God, natural disasters, strikes, acts of terrorism, war (declared or undeclared), riot or other civil disturbances, compliance with governmental laws or orders, delay or performance failure of third parties, events that are unforeseeable or unavoidable and beyond remedy if foreseen or other events which are beyond the reasonable control of such party and render the full or partial performance of the CFIL TERMS impossible or impracticable, and such party resumes its performance as soon as reasonably possible.

8. **Governing Law.** General principles of U.S. Federal Transportation Law, Statutes and Regulations shall apply to the extent not expressly waived herein, or as otherwise expressly agreed in writing by a corporate officer of CFIL and an authorized representative of CUSTOMER.

9. **Independent Contractor.** Nothing herein shall be construed as or imply that the Carrier transporting shipments are employees or agents of CFIL or CUSTOMER. The Carrier are third party entities and independent contractors which have sole control, supervision and direction respecting their operations, equipment, transportation methods, and employees, including, but not limited to, drivers, lumpers and helpers. The Carrier have exclusive management and control over its operations in all manner whatsoever and CFIL is only responsible to contractually obligate such Carrier to perform the transportation services in accordance with applicable laws, rules and regulations.

10. **Non-Solicitation.** During such term while the parties are actively conducting business, neither party shall solicit clients of the other party where the traffic was first made known or first tendered pursuant to the relationship between CFIL and CUSTOMER.

10.1. This non-solicitation provision shall not apply if: (a) client has entered or does enter into a direct relationship as a result of a formal bid/RFQ; or (b) client otherwise contacts such party directly without a formal bid/RFQ; or (c) such party first learns of opportunities as a result of its independent efforts. If a party accepts shipments directly from a client and the above exceptions do not apply, the non-violating party shall be entitled to a commission of fifteen percent (15%) of the base linehaul revenue (excluding fuel surcharges and accessorial) for a period of twelve (12) consecutive months from the date of such party's first shipment for the specified client.

10.2. As a condition precedent, written notice of such claim must be provided, and the alleged breaching party shall have thirty (30) days after receipt of written notice to: (i) cease shipping for the client with no further obligation; or (ii) provide adequate documentation of an independent relationship with such client; or (iii) continue the business relationship with the client and issue payment to the non-violating party as provided herein.

11. **Notices.** All notices shall be in writing to such party's principal business address to the attention Legal Department, unless otherwise requested in writing, and shall be sent by US Postal Service with return receipt requested, or by express courier with delivery receipt.

12. **Miscellaneous.** Neither party shall disclose non-public information to third parties without express written consent of disclosing party, except as required by law. The failure or delay of any party to enforce at any time any provision of the CFIL TERMS shall not constitute a waiver of such party's right thereafter to enforce each and every provision of the CFIL TERMS. No modification, variation, extension or amendment of the CFIL TERMS shall be effective unless made in writing and signed by an authorized representative of each party. No assignment of either party's rights or obligations shall be valid without the prior written consent of the other party. The CFIL TERMS shall be binding upon and inure to the benefit of the parties hereto, their respective successors and permitted assigns. In the event that any of the terms, conditions or provisions of the CFIL TERMS are held to be illegal, unenforceable or invalid by any court of competent jurisdiction, the remaining terms, conditions or provisions hereof shall remain in full force and effect. Any unenforceable provisions shall be replaced, if possible, by a mutually acceptable provision which, being valid and enforceable, most nearly approximates the intent and economic effect of the stricken provision.

13. **Customer Acknowledgement.** Unless otherwise expressly agreed by written contract, CUSTOMER acknowledge and agrees that CFIL TERMS shall govern all shipments hereunder.

**TFORCE LSM, LLC D/B/A CFI LOGISTICS**  
**DOT #2232910 MC #499354 SCAC CFIL**

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**APPENDIX A – FUEL SURCHARGE SCHEDULE**

Using \$1.140 per gallon as the base fuel price the following schedule represents CFI Logistics Fuel Surcharge. The fuel price will be based on the Department of Energy (DOE) Fuel Index as updated each Monday at 4:00 PM (EST).

DOE SELF SERVE FUEL PRICE DOLLARS/GALLON		SURCHARGE CENTS/MILE	DOE SELF SERVE FUEL PRICE DOLLARS/GALLON		SURCHARGE CENTS/MILE	DOE SELF SERVE FUEL PRICE DOLLARS/GALLON		SURCHARGE CENTS/MILE
\$1.14	\$1.19	\$0.00	\$2.44	\$2.49	\$0.21	\$3.74	\$3.79	\$0.47
\$1.19	\$1.24	\$0.00	\$2.49	\$2.54	\$0.22	\$3.79	\$3.84	\$0.48
\$1.24	\$1.29	\$0.00	\$2.54	\$2.59	\$0.23	\$3.84	\$3.89	\$0.49
\$1.29	\$1.34	\$0.00	\$2.59	\$2.64	\$0.24	\$3.89	\$3.94	\$0.50
\$1.34	\$1.39	\$0.00	\$2.64	\$2.69	\$0.25	\$3.94	\$3.99	\$0.51
\$1.39	\$1.44	\$0.00	\$2.69	\$2.74	\$0.26	\$3.99	\$4.04	\$0.52
\$1.44	\$1.49	\$0.01	\$2.74	\$2.79	\$0.27	\$4.04	\$4.09	\$0.53
\$1.49	\$1.54	\$0.02	\$2.79	\$2.84	\$0.28	\$4.09	\$4.14	\$0.54
\$1.54	\$1.59	\$0.03	\$2.84	\$2.89	\$0.29	\$4.14	\$4.19	\$0.55
\$1.59	\$1.64	\$0.04	\$2.89	\$2.94	\$0.30	\$4.19	\$4.24	\$0.56
\$1.64	\$1.69	\$0.05	\$2.94	\$2.99	\$0.31	\$4.24	\$4.29	\$0.57
\$1.69	\$1.74	\$0.06	\$2.99	\$3.04	\$0.32	\$4.29	\$4.34	\$0.58
\$1.74	\$1.79	\$0.07	\$3.04	\$3.09	\$0.33	\$4.34	\$4.39	\$0.59
\$1.79	\$1.84	\$0.08	\$3.09	\$3.14	\$0.34	\$4.39	\$4.44	\$0.60
\$1.84	\$1.89	\$0.09	\$3.14	\$3.19	\$0.35	\$4.44	\$4.49	\$0.61
\$1.89	\$1.94	\$0.10	\$3.19	\$3.24	\$0.36	\$4.49	\$4.54	\$0.62
\$1.94	\$1.99	\$0.11	\$3.24	\$3.29	\$0.37	\$4.54	\$4.59	\$0.63
\$1.99	\$2.04	\$0.12	\$3.29	\$3.34	\$0.38	\$4.59	\$4.64	\$0.64
\$2.04	\$2.09	\$0.13	\$3.34	\$3.39	\$0.39	\$4.64	\$4.69	\$0.65
\$2.09	\$2.14	\$0.14	\$3.39	\$3.44	\$0.40	\$4.69	\$4.74	\$0.66
\$2.14	\$2.19	\$0.15	\$3.44	\$3.49	\$0.41	\$4.74	\$4.79	\$0.67
\$2.19	\$2.24	\$0.16	\$3.49	\$3.54	\$0.42	\$4.79	\$4.84	\$0.68
\$2.24	\$2.29	\$0.17	\$3.54	\$3.59	\$0.43	\$4.84	\$4.89	\$0.69
\$2.29	\$2.34	\$0.18	\$3.59	\$3.64	\$0.44	\$4.89	\$4.94	\$0.70
\$2.34	\$2.39	\$0.19	\$3.64	\$3.69	\$0.45	\$4.94	\$4.99	\$0.71
\$2.39	\$2.44	\$0.20	\$3.69	\$3.74	\$0.46	\$4.99	\$5.04	\$0.72

When fuel prices exceed \$5.039/gal; the fuel surcharge shall continue to increase .01 cent (one cent) per mile for each .05 cent (five cent) increase in the price of fuel/gal.

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**APPENDIX B – ACCESSORIAL SERVICE FEE SCHEDULE**

Fee	Reference	Description
\$100.00	Customs In-Bond Shipment	Per shipment charge of \$100.00 for any load moving under Carrier's United States customs bond.
\$80.00	Detention Truck and Trailer	Billable in 15-minute increments. Customer shall be allowed two hours free time. Stop offs for partial loading or unloading (excluding initial pick up and final delivery) shall be allowed two hours free time per occurrence. Any portion, fraction or segment of a thirty-minute increment will be charged the full thirty-minute rate of \$40.00 per each thirty-minutes. Fees as stated are subject to a maximum charge of \$800 per 24-hour period.
TBD	Detention Mexico	Detention charge amounts as specified hereinabove are not applicable for Mexico. Any detention charges accrued in Mexico will be invoiced and charged as a pass through plus 20% for the fees charged by the Mexican carrier.
\$350.00	Equipment Ordered Not Used	\$1.50 per mile subject to a minimum of \$350.00 plus applicable fuel surcharge. Per occurrence.
\$200.00	Hazardous Materials	Per shipment charge of \$200.00 for hazmat shipments requiring placards. Based on the availability of carrier drivers with proper "Hazmat" certification and license endorsement, charges for (1) Customer Requested Deadhead; and/or, (2) Equipment Ordered Not Used may apply.
\$75.00	Stop 1	Per stop minimum charge(s)
\$75.00	Stop 2	
\$125.00	Stop 3	
\$200.00	Stop 4 and each successive	
\$50.00	Return to Customer Facility	Per occurrence charge of \$50.00 if carrier has to return to customer facility after weight verification, plus \$1.50 per mile and applicable fuel surcharge.
\$100.00	Tarp Fee	
\$75.00	Driver Assist	\$75/hour, billable in 15-minute increments. Minimum of 1 hour billed
\$300.00	Driver Unload	Flat \$300 up to 3 hours. \$50 for 30 minute increments thereafter
\$400.00	Layover	Per day if carrier is required to wait until the next day to resume or start unloading provided they arrived at Consignee in a timely manner.
\$450.00	New York City Delivery Fee	Per occurrence charge of \$450.00 for final delivery or stop off for unloading or loading, in NY Zip Codes 100-104 and 110-119.
\$75.00	Scale Fee	Per stop at a weigh station when required by customer or when carrier confirms weight and confirms the load is overweight.
***	<i>Additional fees and services as requested or required may be assessed at an agreed upon rate between CFI Logistics and Customer</i>	