

Brokerage Terms and Conditions

1. **Applicability.** These Terms and Conditions, as revised from time to time by Broker in its sole discretion, will govern property brokerage services provided by A. Duie Pyle, Inc. dba A. Duie Pyle Brokerage Solutions (“**Broker**”) to or for the benefit of any shipper, consignor, consignee, or any other entity claiming an interest in goods for which Broker provides such services (“**Shipper**”). For purposes hereof, property brokerage services (“**Services**”) will mean the arrangement by Broker of motor carrier transportation to be performed by third-party Servicing Motor Carriers (as defined below), including Services provided pursuant to a load confirmation. Any offer or acceptance by Broker to provide Services is made subject to these Terms and Conditions. Any conduct by Shipper that acknowledges these Terms and Conditions, or recognizes the existence of an agreement between Shipper and Broker regarding Services, will constitute acceptance by Shipper of these Terms and Conditions. Any terms and conditions on any document or instrument exchanged between the parties other than these Terms and Conditions will not apply to any Services and will not be binding on or applicable to Broker. If there is a written agreement signed by Broker and Shipper that conflicts with these Terms and Conditions, the written agreement will control to the extent of the conflict.

2. **Brokerage Services.** Shipper understands and agrees that Broker functions as an independent entity, and not as a carrier, in selling, negotiating, providing, and arranging for transportation for compensation, and that the actual transportation of shipments tendered to Broker will be performed by third-party motor carriers (“**Servicing Motor Carriers**”) regardless of whether such Servicing Motor Carrier is engaged by Broker directly or is engaged by a subcontractor retained by Broker. The relationship between Broker and Shipper is that of independent contractors and their respective employees are under their respective exclusive management and control. Nothing in these Terms and Conditions will be deemed to require Broker to provide Services upon request of Shipper, and Broker reserves the right to accept or decline, in its sole discretion, any particular request for Services.

3. **Compliance with Law.** Broker represents and warrants that it is duly and legally qualified to operate as a property broker and to provide the Services contemplated herein. Broker will comply in all material respects with all applicable federal, state, and local laws regarding the provision of such Services. Shipper warrants and represents that it is duly and legally authorized to tender the cargo in question to Broker and that all descriptions of the cargo on any shipping documentation are complete, accurate, and include all information required by applicable law, rules, or regulation.

4. **Shipper's Instructions.** Broker's sole obligation with respect to any instructions provided by Shipper is to forward the instructions to Servicing Motor Carrier; provided that in no event will Broker have any obligation to provide any instructions to the Servicing Motor Carrier with respect to cargo other than those expressly noted by the Shipper on a load confirmation provided by Broker to Shipper and Broker has no obligation to comply with or pass on to the Servicing Motor Carrier any instructions received after the initial request for service.

5. **No Hazardous Materials.** Shipper will not tender to Broker any cargo that is or includes any hazardous material.

6. **Shipments of Food.** When requesting service with respect to any shipment containing food, Shipper will be solely responsible for identifying handling obligations necessary for the safe and sanitary handling of the food. When Shipper initially requests Services with respect to an individual shipment of food, Shipper will provide a written notice (a “**Food Handling Notice**”) to Broker that the consignment contains food. The Food Handling Notice must also include any special instructions or handling requirements to be imposed on the Servicing Motor Carrier. Any such Food Handling Notice will specifically identify the consignment to which it relates. In no event will any Food Handling Notice apply to more than one shipment regardless of whether Broker confirms receipt of a Food Handling Notice purporting to apply to multiple conveyances. If Shipper does not provide a Food Handling Notice, Shipper warrants and represents that the cargo is appropriately packaged to ensure safe and sanitary transportation without the need for any specialized handling by the Servicing Motor Carrier. Broker's sole obligation with respect to food handling and food safety is to pass on to the Servicing Motor Carrier instructions contained in a Food Handling Notice.

7. **Payment and Charges.** Broker will charge and Shipper will pay the rates and charges set forth in a load confirmation or as otherwise agreed for Services provided by Broker without offset. Shipper will pay Broker without offset and within 15 days of receiving the invoice, with interest accruing monthly at a rate of 1% per month on any unpaid balance. Shipper will also be liable for any expenses, including attorney fees and costs, Broker incurs in collecting its rates and charges. Shipper will also be responsible for any additional accessorial charges imposed by

the Servicing Motor Carrier that were not anticipated by Broker at the time Broker arranged for Services with Servicing Motor Carrier or that were not included in the rate set forth in the load confirmation. If any information provided by Shipper is inaccurate or incomplete, the agreed upon rates may, in Broker's sole discretion, be revised to reflect the goods actually tendered.

8. **Limitation of Liability; Indemnification; Warranties.** IN NO EVENT WILL BROKER BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR DAMAGES ARISING FROM BUSINESS INTERRUPTION, WITH RESPECT TO ANY MATTERS ARISING FROM OR RELATED TO THE SERVICES OR THESE TERMS AND CONDITIONS REGARDLESS OF WHETHER BROKER HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF BROKER WITH RESPECT TO ANY CLAIMS, DAMAGES, OR LOSSES (EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED IN SECTION 11 BELOW) ARISING FROM OR RELATED TO THE SERVICES PROVIDED PURSUANT TO THESE TERMS AND CONDITIONS WILL BE FOR THE AMOUNT CHARGED BY BROKER WITH RESPECT TO THE SERVICES SPECIFICALLY GIVING RISE TO SUCH CLAIMS OR DAMAGES. SHIPPER WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS BROKER FROM AND AGAINST, AND WILL PAY AND REIMBURSE BROKER FOR, ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, FINES, JUDGMENTS, PENALTIES, AND AMOUNTS (INCLUDING REASONABLE ATTORNEY FEES) ARISING FROM OR RELATED TO: (i) BREACH BY SHIPPER OF THESE TERMS AND CONDITIONS; (ii) THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF SHIPPER, ITS AGENTS, CONTRACTORS, OR EMPLOYEES; (iii) VIOLATION BY SHIPPER, ITS AGENTS, CONTRACTORS, OR EMPLOYEES OF ANY APPLICABLE LAWS, RULE, OR REGULATION; OR (iv) SHIPPER'S FAILURE TO PROVIDE, OR BROKER'S COMPLIANCE WITH OR RELIANCE ON, INSTRUCTIONS, DIRECTIONS, OR REQUEST OF SHIPPER. THE FOREGOING NOTWITHSTANDING, SHIPPER'S OBLIGATION TO HOLD HARMLESS, DEFEND, INDEMNIFY, PAY, AND REIMBURSE WILL NOT APPLY TO THE EXTENT ANY CLAIM IS CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF BROKER. THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

9. **Servicing Motor Carriers.** Broker's sole responsibility with respect to selection and retention of Servicing Motor Carriers is to make reasonable efforts to place Shipper's loads with Servicing Motor Carriers: (i) authorized to perform the services required by Shipper; (ii) that do not hold an “unsatisfactory” safety rating from the U.S. Department of Transportation; and (iii) that possess all insurance coverages required by applicable law. Broker makes no representations, covenants, or express or implied warranties or guarantees concerning delivery time or the locating of a Servicing Motor Carrier to provide the transportation services requested by Shipper, or with respect to any other matter whatsoever regarding any Servicing Motor Carrier.

10. **Broker Insurance.** Broker will comply with all insurance and bonding requirements imposed upon it by law, including its obligation to maintain a surety bond or trust fund agreement. Broker will have no obligation to provide Shipper with any certificates of insurance or any endorsements to any insurance policies, although Broker may elect to do so. Should Broker elect to do so, then in no event will Shipper be entitled to coverage under any of Broker's insurance policies in individual or aggregate amounts in excess of (i) \$1,000,000 with respect to commercial general liability and auto liability, or (ii) \$100,000 with respect to cargo liability, in each case notwithstanding anything to the contrary contained in such certificate or endorsement.

11. **Cargo Loss, Damage, or Shortage.** Shipper acknowledges and agrees that Servicing Motor Carriers may limit their liability for cargo loss, damage, or delay. Broker may facilitate claims filing and processing with the Servicing Motor Carrier if Shipper submits to Broker, within six months of the date of delivery, a written claim, fully supported by all relevant documentation, including, but not limited to, the signed delivery receipt, listing the nature and cause of the claim for cargo damage. Broker may, in its sole discretion and without liability to Shipper, discontinue pursuit of claims with the Servicing Motor Carrier if such claim is not resolved within 60 days of receipt by Broker or if Shipper, in Broker's sole discretion, fails to cooperate with Broker in filing of claims with the Servicing Motor Carrier. The failure or alleged failure by the Servicing Motor Carrier to comply with shipment handling instructions, or a broken, missing, or unreadable trailer seal, will not be grounds for rejection of a shipment or filing of a claim for

cargo loss and damage without proof of actual loss or damage. Broker will have no liability for cargo loss, damage, or shortage except to the extent such claims are caused directly by Broker's negligent acts or omissions. Broker will have no liability for delay in delivery of cargo except to the extent that (i) Broker's negligence or intentional misconduct directly and proximately causes an unreasonable delay that results in loss or damage to the cargo and (ii) the delay does not arise out of or relate to an event described in Section 14 below. In the case of any cargo loss, damage, or shortage for any reason or any delay in delivery of cargo for any reason, Broker's liability will be limited to the charges assessed by Broker and paid by Shipper with respect to the goods at issue. Shipper is responsible for filing a claim with Broker alleging Broker's liability for cargo loss and damage within six months of the date of delivery of the cargo in question (or, if none, within six months of the date cargo should have been delivered). Failure to do so will result in an absolute bar to any such claim and will relieve Broker of any and all liability with respect thereto. In no event will Broker have any liability arising from or related to the Servicing Motor Carrier's refusal to accept full value liability or the Servicing Motor Carrier otherwise limiting its liability for cargo loss and damage. Broker will be under no obligation to arrange, and Servicing Motor Carrier will be under no obligation to provide, service in accordance with any set pick-up or delivery schedule. Any lawsuit arising from such claim must be commenced within 18 months of denial of all or any part of such claim. Shipper acknowledges and agrees that the sole liability of Broker with respect to loss, damage, or delay to cargo will be as set forth in this provision and Shipper warrants and represents that, if it is not the owner of such cargo, Shipper holds authority from such owner to bind the owner to the provisions of these Terms and Conditions.

12. **Shipping Documents.** Shipments tendered hereunder may be accepted by the Servicing Motor Carrier on a bill of lading or similar transportation document setting forth the respective legal rights and obligations of Shipper and the Servicing Motor Carrier. In no event will the terms or conditions of any such bill of lading or other document used by Shipper and the Servicing Motor Carrier apply to Broker's Services or otherwise be binding on Broker. In no event will Broker being shown as the "carrier" on any such document change Broker's status as a property broker. Upon request of Shipper, Broker will request that Servicing Motor Carriers obtain a delivery receipt from the consignee, showing the products delivered, the condition of the shipment, and the date and time of such delivery. Shipper waives access to Broker's records pursuant to 49 C.F.R. Part 371.

13. **Notification of Accidents or Delays.** Broker will notify Shipper of any accident or other event of which Broker is apprised and that prevents the Servicing Motor Carrier from making a timely or safe delivery.

14. **Force Majeure.** If performance by Broker is affected by any cause beyond the reasonable control of Broker, including without limitation, fire, labor strife, riot, war, weather conditions, acts of the public enemy, acts of God, acts of terrorism, local or national disruptions to transportation networks or operations, fuel shortages, governmental regulations, pandemic, epidemic, government ordered shutdown, or governmental request or requisition for national defense, and provided that the applicable cause is not attributable to the acts or omissions of Broker, and Broker is taking reasonable measures to remove or mitigate the effects of the applicable cause, then the performance of all obligations required herein will be suspended during the continuance of such interruption, and Broker will promptly notify Shipper of such interruption. No liability will be incurred by Broker for damages resulting from such suspensions.

15. **Dispute Resolution.** These Terms and Conditions will be governed by the laws of the Commonwealth of Pennsylvania, without regard to choice-of-law provisions. In the event of any disagreement, dispute, claim, action, suit, proceeding, or litigation arising out of or related to the Services or these Terms and Conditions, the exclusive venue and jurisdiction for all such claims, actions, suits, proceedings, and litigation will be in the Commonwealth of Pennsylvania Chester County Court of Common Pleas or the United States District Court serving such County, and Shipper specifically submits to the exclusive personal jurisdiction of such courts.