

Armstrong Transportation Management, LLC

PROPERTY BROKER TERMS AND CONDITIONS OF SERVICE

These Terms and Conditions of Service constitute a legally binding contract between the "Company" and the "Customer".

Armstrong Transportation Management, LLC (the "Company") is a licensed property broker under DOT No. 2246724 and MC No. 712934 that undertakes to arrange for the interstate transportation of shipments on behalf of its customers (the "Customer") from various origins and destinations throughout the United States, Canada, and/or Mexico. The transportation is provided by carriers selected by Company. These Terms and Conditions of Service apply to the transportation of any shipment for which Company is retained to arrange transportation and related services on Customer's behalf. The Terms and Conditions of Service set forth herein supersede all previous terms and conditions and all other written or oral prior statements concerning rates, payment, and terms and conditions. Company reserves the right from time to time to modify, amend, or supplement its Terms and Conditions of Service without notice. Copies of Company's most recent Terms and Conditions of Service may be obtained by contacting Company and will be periodically updated on Company's website.

1. Definitions. "Company" means Armstrong Transportation Management, LLC and any of its affiliates, as well as their respective agents and/or representatives.

"Customer" means the person or entity for which Company is rendering service, as well as its principals, agents, and/or representatives. It is Customer's responsibility to provide notice and copies of these Terms and Conditions of Service to all such agents or representatives.

"Documentation" means all information received directly or indirectly from Customer, whether in paper or electronic form.

"Third Parties" includes, but is not limited to, the following: carriers, truckmen, cartmen, lightermen, forwarders, OTIs, customs brokers, agents, warehousemen, and others to whom Customer's goods are entrusted for transportation, cartage, handling, delivery, and/or storage or otherwise.

2. Company as Independent Contractor. Company is authorized to act on behalf of Customer to effectuate the selection of Third Parties for the transportation of Customer's shipments. Said Third Parties may limit their liability and may operate under terms and conditions further defining their rights, obligations, and defenses. Company is authorized to agree to the terms of Third Parties on behalf of Customer. As to all other services, Company acts as an independent contractor. Further, it is understood and agreed that Company's services are that of independent contractor and that no employer/employee relationship nor partnership nor joint venture nor agency exists or is intended; nothing contained in these Terms and Conditions of Service shall be construed to be inconsistent with this provision. Customer acknowledges that Company acts only as a property broker and is not a "motor carrier," "rail carrier," "water carrier," "freight forwarder," "common carrier," or "contract carrier" within the meaning of Titles 47 and 49 of the United States Code, the laws of any State in the United States, or the laws of any province or state in Canada or Mexico. Customer shall not identify Company as the carrier on the Bill of Lading and may only identify Company as the "bill to" party.

3. No Exclusivity. Customer is not restricted from tendering cargo to other brokers or directly to other transportation providers. Company is not restricted from arranging transportation for other persons or entities.

4. Credit Approval. All charges must be paid by Customer in advance unless Company agrees in writing to extend credit to Customer. The granting of credit to Customer in connection with a particular transaction shall not be considered a waiver for any other transaction. Customer authorizes Company to perform all credit and background searches Company deems necessary. If credit is granted, Customer's ability to submit load tenders and incur charges, and the amount of aggregate charges permitted, is subject to Company's ongoing credit review and approval. Company may increase or reduce from time to time, in its sole discretion, the amount of charges Customer may incur during any time period.

5. Lien. By submitting a load tender to Company, Customer automatically grants Company a lien on Customer's shipment(s) for all sums Customer owes Company for both the load tender and all other amounts due to Company. Customer hereby authorizes Company to inform Third Parties of its lien on Customer's shipment(s) and further authorizes such Third Parties to hold, for Company's benefit, the shipment(s) against which Company holds a lien.

6. Customer's Representations and Warranties. As a material inducement for Company to accept a load tender, Customer represents and warrants to both Company and the selected Third Parties that: (i) Customer is in compliance with all applicable laws, rules, and regulations associated with Customer's shipment(s); (ii) Customer shall timely and fully furnish such information and complete and attach to the Bill of Lading such documents as are necessary to comply with all such laws, rules, and regulations; (iii) only authorized representatives of Customer, with the authority to act on behalf of and legally bind Customer, will be permitted to submit load tenders and coordinate scheduling on behalf of Customer. Company assumes no liability for any loss or expense due to Customer's failure to meet the representations or warranties set forth herein. Further, Customer shall defend, indemnify, and hold Company harmless for any claims, damages, and losses Company may be subject to or incur related to or arising from Customer's failure to meet the representations and warranties set forth herein.

7. No Liability for the Selection or Services of Third Parties. It is expressly understood that, in the performance of its duties, Company shall retain, select, and/or subcontract the transportation and related services required by Customer to Third Parties that are duly authorized to provide the transportation and/or related services pursuant to all applicable regulatory authority. It is understood and agreed that the selected Third Parties are independent contractors with exclusive control over their respective drivers and employees, and are not agents, employees, or authorized representatives of Company, its agents, or affiliated entities. Unless services are performed by persons or firms engaged pursuant to express written instructions from Customer, Company shall use reasonable care in its selection of Third Parties. Advice by Company that a particular Third Party has been selected to render services shall not be construed to mean that Company warrants or represents that such Third Party will render such services nor does Company assume responsibility or liability for any action(s) and/or inaction(s) of such Third Party and/or its agents. Company shall not be liable for any delay or loss of any kind which occurs while a shipment is in the custody or control of a Third Party or the agent of a Third Party. All claims in connection with any act of a Third Party shall be brought solely against such Third Party and/or its agents and shall not be brought against Company.

Company does not have control or supervision of any kind over Third Parties; Third Parties shall exclusively direct, in all respects, the selection and operation of the equipment and equipment operators used in the performance of the transportation of Customer's shipments from origin to destination points to conform to the requirements of Company and/or Customer's specific needs. The Third Parties shall further exclusively perform, supervise, and determine, as applicable: (i) the selection of routes; (ii) the securing of loads where lashing and blocking is utilized and the loading and unloading of goods if contracted to do so; (iii) who is to load or unload the vehicle and how it is to be loaded or unloaded; (iv) the hiring of any helpers or employees necessary to perform services; (v) the selection of rest stops; (vi) the selection of fuel and oil stops; (vii) the maintenance needs of equipment; and (viii) the hours of service to be observed, which Company shall specify to Third Parties are to be in full compliance with DOT regulations and all other applicable laws in any governing jurisdiction.

8. Quotations Not Binding. Quotations as to fees, rates of duty, freight charges, insurance premiums, or other charges provided by Company to Customer are for informational purposes only and are subject to change without notice and shall not under any circumstances be binding upon Company unless Company in writing specifically undertakes the services at a specified rate or amount set forth in the quotation, and payment arrangements are agreed to in writing between the Company and the Customer. Under those circumstances, Customer hereby understands and agrees that Company may be relying upon the rates of third-party service providers in offering the rates, and those rates may be subject to space availability or price fluctuations. In the event said third-party service providers do not honor quoted rates, or where the agreed upon rates are otherwise not honored due to circumstances beyond the reasonable control of Company, Company shall not be liable therefor and in no event shall be liable in excess of the amounts specified in Paragraph 16.

9. Declaring Higher Value to Third Parties. Third Parties to whom goods are entrusted may limit liability for loss or damage. Company will request excess valuation coverage only upon specific written instructions from Customer,

which must agree to pay any charge therefor. Customer expressly acknowledges that there is a distinction between excess valuation coverage, which increases the legal liability amount of the subject Third Party beyond a released value rate, and a request for insurance (insurance is covered in Paragraph 15 below). In the absence of written instructions from Customer, and/or in instances in which the Third Party does not agree to a higher declared value, at Company's discretion, the goods may be tendered to the Third Party subject to the terms of the Third Party's limitations of liability and/or terms and conditions of service.

10. Access to Customer's Facilities. Customer or its agent shall provide Third Parties with access to the facilities necessary to load or unload the tendered shipments. Access to the facilities by Third Parties shall be without charge to the Third Parties unless otherwise agreed to in writing. Customer is solely responsible for maintaining the loading and unloading facilities in a good and safe condition, and in compliance with all applicable laws, codes, and regulations. Customer hereby waives and releases Company from any liability for any loss or damage to its facilities or to Customer's personal property located on such facilities.

11. Packing and Marking; Hazardous Materials. All shipments tendered by Customer must be prepared and packaged to ensure safe ground transportation. By tendering a shipment to a Third Party, Customer certifies that the shipment is sufficiently packaged to withstand the normal rigors of transportation. Each package must be legibly marked prior to the shipment being tendered for transportation. Any article susceptible to damage by ordinary handling must be adequately protected and packaged and marked in such a way as to alert Company or the Third Party of the possibility of damage from ordinary handling and must bear appropriate labels.

Customer shall notify Company of any danger inherent in any shipment, including, but not limited to, whether a shipment is flammable, explosive, corrosive, or hazardous in any manner. Customer shall comply with all applicable laws and regulations relating to the transportation of hazardous materials as defined in 49 C.F.R. Parts 171 et seq. to the extent that any shipment constitutes hazardous materials. Customer is obligated to inform Company immediately if any shipment constitutes hazardous materials and shall provide accurate paperwork and identification of any hazardous materials. Customer shall defend, indemnify, and hold Company harmless from any loss, injury, death, damages, penalties, or liability of any kind, including reasonable attorney's fees and expenses, arising out of the hazardous or dangerous nature of any shipment, regardless of whether Customer notified Company prior to the shipment.

12. Transit Dates and Times. All transit dates and times are estimates only and do not include day of pickup. Pickup dates are not guaranteed. Company cannot guarantee delivery by any specific date or time. Third Parties selected by Company shall be notified of the expectation of timely and reliable pickup and delivery of all shipments in accordance with reasonable schedules communicated in writing by Customer to Company and/or the Third Parties providing the actual, physical transportation of such shipments, at all times consistent with and obedience to all applicable hours of service rules and other applicable laws.

13. Charges and Accessorial Charges. Customer is responsible for all charges payable for Customer's shipment(s). Such charges may include transportation, fuel, and applicable accessorial charges, charges made by the carrier(s) after the shipment(s), and all duties, customs assessments, governmental penalties, fines, and taxes associated with the shipment(s). Company reserves the right to amend or adjust charges and to re-invoice Customer if necessary.

Company shall not be responsible for payment of accessorial or pass-through charges, including but not limited to demurrage, per diem, detention, storage, or other charges associated with Customer's shipment(s). Customer shall be responsible for payment of such charges, which will appear on Company's invoices to Customer.

14. C.O.D. or Cash Collect Shipments. Unless agreed to in writing by Company, Company shall not accept "Cash/Collect on Delivery (C.O.D.)" shipments. For any such shipments accepted by Company, Company shall use reasonable care regarding written instructions relating to such shipments, bank drafts, cashier's and/or certified checks, letter(s) of credit, and other similar payment documents and/or instructions regarding collection of monies but Company shall have no liability for any person or entity's refusal to pay for a shipment.

Goods received with Customer's or any other person's instructions to "Collect on Delivery" ("C.O.D.") by drafts or otherwise, or to collect any specified terms by time drafts or otherwise, are accepted by Company only upon the express understanding that it will exercise reasonable care in selection of a bank, correspondent, carrier, or agent to whom it will send such item for collections, and Company will not be responsible for any act, omission, default, suspension, insolvency or want of care, negligence, or fault of such bank, correspondent, carrier, or agent, nor for any delay in remittance lost in exchange or during transmissions, or while in the course of collection.

Company shall not be liable for fraudulent acts of third parties or forgery of documentation presented to Company. Company shall be entitled to rely upon the facial validity of documents presented to Company and/or upon written instructions from Customer or Customer's agents or representatives.

15. Insurance. Unless requested to do so in writing and confirmed to Customer in writing, Company is under no obligation to procure insurance on Customer's behalf. Customer shall pay all premiums and costs in connection with procuring insurance requested by Customer. Unless otherwise agreed in writing, Third Parties selected by Company to perform the transportation and related services shall maintain insurance covering loss or damage to cargo in the amount of at least \$100,000 per truckload shipment. In no event, however, shall Company be responsible for any Third Party's failure to maintain such insurance or for the accuracy of any documentation furnished by such Third Party to Company or Customer evidencing said insurance coverage.

16. Disclaimers; Limitation of Liability; Force Majeure. Except as specifically set forth herein, Company makes no express or implied warranties in connection with its services and any and all warranties, whether statutory, express, or implied are hereby deemed waived and specifically disclaimed by Company.

Customer agrees that in connection with any and all services performed by Company, Company shall be liable only for its negligent acts which are the direct and proximate cause of an injury or loss to Customer and Company shall in no event be liable for the acts of Third Parties, Customer, or any other person other than Company's employees or agents. In any event, Company's aggregate liability for any loss or damage related to a particular shipment, whether based on an action in contract, equity, negligence, tort, or other theory, shall be limited to an amount not to exceed the total charges Customer paid to Company for the subject shipment. In no event shall Company be liable for consequential, indirect, incidental, statutory, or punitive damages, even if it has been put on notice of the possibility of such damages, including without limitation any and all loss or damages for delay of services, lost profits, lost revenues, lost business expectancy, business interruption losses, benefit of the bargain damages, or the like.

Company shall have no liability if it is prevented from or delayed in performing its obligations or from carrying on its business by acts, events, omissions, or accidents beyond its reasonable control, including strikes, lock-outs, or other industrial disputes (whether involving the workforce of Company or any other party), failure of a utility service or transport network including reduction in bandwidth, act of God, war, riot, civil commotion, epidemic or pandemic, malicious damage, compliance with any law or government order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, default of suppliers or sub-contractors, or any other force majeure event. In any event, Company's liability is limited in accordance with this Paragraph 16.

Customer agrees that Company shall in no event be liable for any loss, damage, or expense incurred by Customer, whether or not arising out of delay or physical damage to Customer's shipment(s), damage to goods or property belonging to third parties, or any other damages, including but not limited to documentary error(s), mis-delivery, loss of property, tender to unauthorized parties, or any other act or omission or other cause resulting from the negligence or other fault of Company, for any amount in excess of the limitation of liability set forth in this Paragraph 16.

17. Indemnification; Hold Harmless. Customer agrees to indemnify, defend, and hold Company harmless from any claims, suits, actions, liability, fines, penalties, and attorney's fees arising from any conduct of the Customer, and further agrees to indemnify and hold Company harmless from any and all liability, loss, damages, costs, penalties, fines, and expenses, including but not limited to reasonable attorney's fees, which Company may hereafter incur, suffer, or be required to pay by reason of such claims. If any claim, suit, or proceeding is brought against Company, it shall give notice in writing to Customer by mail at its address on file with Company.

18. Limitation of Actions. Unless subject to a preemptive and specific statute, regulation, or international convention, all claims against Company for a potential or actual loss must be made in writing and received by Company within ninety (90) days of the event giving rise to the claim; failure to give Company timely notice shall be a complete defense to any suit or action commenced by Customer. All suits against Company must be filed and properly served on Company within two (2) years from the date of the loss or damage. Except as otherwise waived as set forth herein, where treaty, statute, regulation, or common law preclude the shortening of a limitations period, the applicable limitations period shall be the shortest allowable by law.

19. Contract Carriage and Opting out of the Carmack Amendment (ICC Termination Act of 1995).

Where the Carmack Amendment (ICC Termination Act of 1995, hereinafter referred to as the "Act") might otherwise be applicable, Customer and any other intended beneficiary of the services provided by Company, together with Company, hereby specifically and expressly agree to opt out of the application of the Act. Said parties specifically and expressly agree to waive any and all rights and remedies under the Carmack Amendment and/or ICC Termination Act of 1995 which would otherwise be subject to the Act. Specifically, the Customer and Company hereby agree that the provisions of the Act which pertain to notice of claim requirements, time for suit provisions, and limitations of liability provisions are without application. All services relating to the transportation of goods or other services provided hereunder are subject to the liability limiting provisions of Paragraph 16 as well as the other terms and conditions contained herein. In no event shall the liability of Company exceed the limitations as set forth in Paragraph 16 above.

20. Cargo Claims. Customer shall submit all cargo claims directly to the Third Party or its insurer. If Customer submits a claim to Company, Company will forward the claim to the Third Party or its insurer as a courtesy, but Company shall have no liability for any deficiencies in the delivery or processing of the claim. Company may assist in the resolution of claims but has no responsibility to do so and will have no liability for the claims. Customer agrees and acknowledges that a claim for cargo damage does not relieve Customer from paying Company the full amount due for the shipment. Customer shall not set off or withhold any payment to Company because of a potential or pending cargo claim. Timely payment to Company for the shipment is a condition precedent to the voluntary processing and collection of a damage or insurance claim. Where a claim is submitted to a Third Party on behalf of Customer, Company will automatically have a lien on any amounts payable to Customer from the claim to the extent of all amounts owed on Customer's account with Company. Accordingly, Customer hereby authorizes and instructs the Third Party and/or its insurer to issue payment directly to Company, up to the amount owed on Customer's account with Company, for any sums payable to Customer for a claim. In such event, Company may apply the funds received as payment on Customer's account with Company.

Customer shall be responsible for verifying that each shipment is loaded with the Third Party listed on the applicable Bill of Lading provided by a Company representative. In no event shall Company bear any liability for a shipment that is loaded with a Third Party that is not identified on the applicable Bill of Lading.

21. No Duty to Maintain Records for Customer. Customer acknowledges that pursuant to Sections 508 and 509 of the Tariff Act, as amended (19 USC §1508 and 1509), it has the duty and is solely liable for maintaining all records required under applicable laws and regulations (including U.S. Customs regulations). Unless otherwise agreed to in writing, Company shall only keep such records that it is required to maintain by such applicable laws and regulations but shall have no obligation to act as a "record keeper" or "recordkeeping agent" for Customer.

22. Compensation of Company; Collection; Invoice Disputes. The compensation of Company for its services shall be included with and is in addition to the rates and charges of all Third Parties selected by Company and such compensation shall be exclusive of any brokerage, commissions, dividends, or other revenue received by Company from carriers, insurers, and others in connection with Customer's shipment(s). Company's invoices are due and shall be paid by Customer within fifteen (15) days of receipt (Net 15). Company shall charge 2% per month service charge on any unpaid balance. In the event past due invoices are given to an attorney or collection agency for collection, Customer agrees to pay, in addition to the account balance, all interest payments and collection costs (both before and after judgment), including reasonable attorney's fees.

Any dispute by Customer of any charge listed on an invoice must be made in writing, specifically indicating the nature of the dispute, and delivered to Company within fifteen (15) days from the date of the invoice. If Customer fails to timely deliver an invoice dispute, all charges shall be conclusively presumed to be valid. All funds received by Company will be applied to the oldest (based on pickup date) invoiced Bills of Lading that have balances due. Overpayments, if any, do not accrue interest. By providing Company with credit card or bank account information, Customer authorizes Company to charge on such credit card or bank account all amounts due on the applicable due date.

23. Costs of Collection. In any dispute involving monies owed to Company, Company shall be entitled to all costs and expenses of collection, including reasonable attorney's fees and interest at 15% per annum or the highest rate allowed by law, whichever is less.

24. Tariffs; Terms and Conditions of Third Parties. In the event of a conflict between these Terms and Conditions of Service and an applicable tariff or terms and conditions in effect with a Third Party, as between Customer and Company, these Terms and Conditions of Service will apply and will take precedence in the interpretation of Customer's and Company's respective rights and obligations. Company is not obligated to provide Customer a copy of a Third Party's tariff or any of the information contained therein. Customer is responsible for requesting and reviewing tariffs in effect with Third Parties.

25. Overcharge, Duplicate Payment, and Over-Collection Claims. Any overcharge, duplicate payment, or over-collection claim made by Customer must be filed in writing within ninety (90) days from the date of Company's invoice.

26. No Third-Party Beneficiaries. Nothing in these Terms and Conditions of Service will be interpreted to create any third-party beneficiary status or rights in any other persons beyond the parties hereto.

27. No Modification or Amendment Unless Written. Any attempt to unilaterally modify, alter, or amend these Terms and Conditions of Service by Customer shall be null and void. These Terms and Conditions of Service may only be modified, altered, or amended in writing signed by both Customer and Company.

28. Severability; No Waiver. In the event any provision or portion of these Terms and Conditions of Service is found to be invalid and/or unenforceable, then in such event the remainder of these Terms and Conditions shall remain in full force and effect.

No failure to exercise, and no delay in exercising, any right, power, or privilege under these Terms and Conditions of Service will operate as a waiver. Company's decision to waive any provision herein, either by conduct or otherwise, shall not be deemed to be a further or continuing waiver of such provision or to otherwise waive or invalidate any other provision herein.

29. Governing Law; Consent to Jurisdiction and Venue. These Terms and Conditions of Service and the relationship of the parties shall be construed according to the laws of the State of Tennessee, without giving consideration to principles of conflict of laws. Customer irrevocably consents to the jurisdiction of the state and federal courts in Shelby County, Tennessee, except as to arbitrated matters as provided herein. Customer agrees that any action relating to or arising out of services performed by Company shall be brought only in said courts and Customer consents to the exercise of in personam jurisdiction by said courts over Customer. Customer further agrees that any action to enforce a judgment may be instituted in any jurisdiction. Customer and Company, to the extent provided and allowed by law, hereby agree to waive jury trial. For all matters aside from equitable and extraordinary relief, Customer and Company agree to binding arbitration before a single arbitrator pursuant to the rules of the American Arbitration Association.

30. Entire Agreement. These Terms and Conditions of Service contain the entire agreement between Customer and Company with respect to the stated subject matter. No representations, promises, inducements, or statements of intention have been made by Customer or Company which are not contemplated by and embodied herein, and neither Customer nor Company will be bound by or liable for any alleged misrepresentation, promise, inducement, or statement of intention not set forth herein. The version of these Terms and Conditions of Service in effect at the time a load tender is accepted by Company will govern the load tender and its corresponding shipment(s).