



TERMS AND CONDITIONS OF SERVICE

Carrier understands and agrees that by accepting the goods under this Delivery Order that the terms and conditions set forth herein shall be in full force and effect.

1. CARRIER REPRESENTS AND WARRANTS THAT IT:

- A. It is a duly registered motor carrier of property with FMCSA and/or the appropriate State agency, authorized to provide transportation of property under contracts with shippers and receivers and/or brokers of general commodities.
- B. Shall transport the property, under its own operating authority and subject to the terms of these Terms and Conditions.
- C. Will not re-broker, co-broker, subcontract, assign, interline, or transfer the transportation of shipments hereunder to any other persons or entity conducting business under a different operating authority.
- D. It will not have a lien on the goods being transported nor hold such goods hostage regardless of the circumstances.
- E. Is in, and shall maintain compliance during the term of this Agreement, with all applicable federal, state and local laws relating to the provision of its services including, but not limited to: transportation of Hazardous Materials (including the licensing and training of Haz-Mat qualified drivers), as defined in 49 C.F.R. §172.800, §173, and §397 et seq. to the extent that any shipments hereunder constitute Hazardous Materials; security regulations; owner/operator lease regulations; loading and securement of freight regulations; implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances and alcohol testing, and hours of service regulations; sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, including without limitation the Food Safety Modernization Act, the Sanitary Food Transportation Act of 2005 and the FDA's Final Rule pertaining to Sanitary Transportation of Human and Animal Food, qualification and licensing and training of drivers; implementation and maintenance of equipment safety regulations; maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers; all applicable insurance laws and regulations including but not limited to workers' compensation. CARRIER agrees to provide proof of compliance upon request.
- F. CARRIER warrants that to the extent that any shipments that are transported within the State of California, all equipment including but not limited to: semi-trailers, containers, truck vans, shipping containers and railcars, and Semi-Tractors that haul them under this Agreement are in compliance with (i) the California Air Resources Board (ARB) Heavy-Duty Vehicle Greenhouse Gas (Tractor-Trailer GHG) Emission Reduction Regulations, and (ii) all refrigerated equipment utilized within the state are in full compliance with the California Air Resources Board (ARB) Transport Refrigerated Unit (TRU) Airborne Toxic Control Measure (ATCM) , and in-use regulations, and (iii) the California Air Resources Board (ARB) Truck and Bus Regulation or On-Road Heavy-Duty Diesel Vehicles (In-Use) Regulation. CARRIER



shall defend, indemnify, hold harmless and be liable to any and all shippers, consignors, consignees, receivers, and any other parties with any interest to the transportation of the property for any penalties, or any other liability, imposed on the same.

2. FREIGHT LOSS, DAMAGE OR DELAY.

- A. CARRIER shall be liable for loss of, damage to, or delay of goods according to the provisions of 49 U.S.C. §14706.
- B. The liability of CARRIER for loss of or damage to goods is for full actual value (measured by fair market value at destination). The liability of CARRIER for delay to delivery of goods is for the greater of either the full actual value of the goods or those damages that are reasonably foreseeable. No limitations of liability will apply.
- C. Such liability exists from the time of receipt of the shipment by CARRIER until proper delivery has occurred.
- D. No terms, conditions, or provisions of any bill of lading or other shipping form, CARRIER's tariff or rule will apply.
- E. All claims for loss, damage, or delay will be processed in accordance with 49 CFR Part 370, except claims must be concluded within sixty (60) days of receipt. Any action at law or proceeding to recover for freight loss or damage shall be instituted against CARRIER no later than two (2) years, three months, and a day from the date claimant receives written disallowance of a claim.
- F. CARRIER shall not sell or attempt to sell the goods for salvage or otherwise without prior written authorization from UWL, Inc.

3. INDEMNIFICATION.

CARRIER shall defend, indemnify and hold UWL, Inc. and its shipper customer(s) harmless from any claims, actions or damages, arising out of its performance or non-performance under this Delivery Order, including cargo loss and damage, theft, delay, damage to property, and personal injury or death. The obligation to defend shall include all costs and attorney's fees as they accrue.

4. CHOICE OF LAW.

The terms of this Delivery Order and all respects of this shipment shall be governed by, construed and enforced in accordance with the laws of the State of Ohio, or such Federal Laws as may be applicable, without regards to its conflict of laws rules. Any disputes or claims shall be resolved exclusively in a court situated in Cuyahoga County, Ohio.