

TMX LOGISTICS LLC STANDARD TERMS & CONDITIONS FOR MOTOR CARRIERS

These Standard Terms and Conditions for Motor Carriers (the "Terms and Conditions") shall apply to (i) all transportation services performed by the Carrier on behalf of Broker and its Affiliates, and (ii) any and all shipments or loads of freight tendered to the Carrier by Broker and its Affiliates, unless and until these Terms and Conditions are altered or amended by the Broker as provided herein.

For purposes of these Terms and Conditions, "Broker" shall mean TMX Logistics, LLC, an Ohio limited liability company and any affiliate of the Broker, including, but not limited to, any parent companies, subsidiary companies, contractors, subcontractors, representatives, agents, successors and assigns of Broker (collectively, "Affiliates").

For purposes of these Terms and Conditions, "Carrier" shall mean each and every motor carrier engaged by the Broker and its Affiliates to perform transportation services on behalf of Broker, its Affiliates and/or Customers, in connection herewith.

For purposes of these Terms and Conditions, "Customers" shall mean any business entity or individual which is the owner of cargo, property or other items transported by Carrier in connection herewith and identified as such in any Bill of Lading associated with transportation services provided by Carrier hereunder.

Each Motor Carrier hereby expressly agrees to these Terms and Conditions, which no agent or employee of Carrier may alter. These Terms and Conditions shall supersede all prior oral or written statements or documents made with respect to (i) the subject matter contained herein, (ii) all transportation services performed by each Carrier in connection herewith, and (iii) any and all shipments or loads tendered by Broker and/or its Affiliates to each Carrier. The terms and conditions contained herein shall also supersede any terms or conditions contained in any proposal, quotation, invoice, bill of lading or other communication provided by Carrier to Broker and its Affiliates as well as any tariff(s) or other shipping documentation adopted or utilized by Carrier in connection with loads transported in connection herewith. Any terms or conditions not specifically contained herein shall be inapplicable to any load of freight transported by Carrier in connection herewith.

1. RATES; INVOICES:

1.1 For each load tendered by Broker and its Affiliates to Carrier hereunder, Broker shall pay Carrier for said services in accordance with the rates set forth in the particular rate confirmation sheet sent by Broker and/or its Affiliates to Carrier associated with each particular load, which will become part of these Terms and Conditions. Carrier shall sign all rate confirmation sheets associated with the services to be provided by Carrier hereunder. However, upon Carrier picking up any load to be transported hereunder, Carrier shall automatically be deemed to have accepted the rate listed in the associated rate confirmation sheet as well as all of these Terms and Conditions regardless of whether Carrier shall have signed the same and Carrier shall be bound to transport the associated load for the rate listed thereon and subject to these Terms and Conditions. Additionally, any rates, which may be verbally agreed upon, shall be deemed confirmed in writing where Carrier has billed the agreed rate and Broker and/or its Affiliates have paid it. Said rates may only be amended, modified, or added to from time to time upon the mutual written agreement of both Carrier and Broker or one of its Affiliates which shall be effective as of the date such rate is mutually agreed to in writing and signed or acknowledged by both parties. Under no circumstances shall Broker or its Affiliates be liable for detention, accessorial, or other additional charges of Carrier which are not contained in any particular rate confirmation sheet or otherwise mutually agreed to in writing by the parties.

1.2 Within ten (10) days of the delivery date for each shipment, Carrier shall submit a written invoice for the transportation services provided by it to Broker and/or its Affiliates, and such invoice shall include a copy of the associated Bill of Lading, signed delivery receipt and other applicable shipping documents. Subject to Broker's rights of set-off under Section 1.3 below, Broker shall be the sole party responsible for payment of Carrier's charges. Carrier agrees to seek payment for freight charges from Broker only and not from any third parties. Broker agrees to pay Carrier in accordance with the agreed upon rates within thirty (30) days of receipt of the associated invoice.

1.3 Notwithstanding anything to the contrary contained elsewhere in these Terms and Conditions, Broker shall have the right to set-off against the freight fee amounts payable to Carrier or against any other amounts owed by Broker or any Affiliates to Carrier, any and all claims amounts (even if alleged claims amounts), freight claims amounts (even if alleged), damages, losses, costs, interest (statutory or common law), liabilities of any kind, and/or expenses (including reasonable attorneys' fees) incurred or sustained by Broker, Affiliates and all Customers or consignees and which arise out of or are related to: (i) any breach of any representation or warranty of Carrier herein, (ii) any breach of these Terms and Conditions by Carrier, (iii) any indemnification obligations of Carrier under these Terms and Conditions, (iv) the negligence or intentional acts of Carrier and its drivers, employees, agents, contractors, successors and assigns, (v) the failure by Carrier to deliver any freight transported hereunder in accordance with the delivery schedule provided by Broker or listed in any associated rate confirmation sheet, (vi) delays in shipment or losses to goods caused by Carrier's services hereunder, and (vii) freight claims or other claims which relate to freight transported hereunder. Without limiting the foregoing, Broker shall be entitled to exercise Broker's set-off rights outlined in this Section 1.3 and to withhold freight fees payable to Carrier for any and all loads of freight transported by Carrier hereunder to the extent that Broker is notified by a Customer that a freight claim is pending or to the extent that Broker has other reason to believe a freight claim will be filed for damages to cargo transported by Carrier, regardless of whether Broker has actually verified the validity or invalidity of any said claim. Broker's right of set-off shall be in addition to, and not in substitution of, any other right Broker shall have under these Terms and Conditions, or at law or in equity.

2. SHIPPING DOCUMENTS: All freight offered to Carrier by Broker or any of its Affiliates shall be picked up at origin by Carrier and transported, without delay, to the point of destination at the date and time specified by Broker, any Affiliates or the applicable Customers. There shall be a bill of lading (the "Bill of Lading"), in compliance with 49 U.S.C. §80101 et seq., 49 C.F.R. §373.101 (and any amendments thereto), for each load transported by Carrier hereunder, and the Bill of Lading shall be signed by the Customer and consignee. Carrier shall be named as "carrier of record" on each Bill of Lading. Delivery shall be made by Carrier as specified in each Bill of Lading or other shipping document. Any terms of the Bill of Lading (including but not limited to payment terms) inconsistent with these Terms and Conditions shall be inapplicable and these Terms and Conditions shall supersede any inconsistent terms within any Bills of Lading. Carrier shall deliver a copy of a completed Bill of Lading, signed delivery receipt, and such other documentation to Broker within ten (10) days of the delivery date for each shipment. Notwithstanding the foregoing, failure to issue a Bill of Lading, or sign a Bill of Lading acknowledging receipt of the freight by Carrier, shall not affect the liability of Carrier.

3. LIABILITY; CARGO LOSS; DELAY; AND/OR DAMAGE:

3.1 Unless otherwise agreed in writing, Carrier shall become fully responsible/liable for the freight when it takes/receives possession thereof, and the trailer(s) is loaded, regardless of whether a Bill of Lading has been issued, and/or signed, and/or delivered to Carrier, and which responsibility/liability shall continue until delivery of the shipment to the consignee and the consignee signs the Bill of Lading or delivery receipt.

3.2 Carrier shall be liable to Broker, Affiliates and all Customers and consignees for the full actual destination market value of all loss, damage, destruction, delay, or theft of any goods transported by Carrier in connection herewith while such goods are in the care, custody, and control of Carrier as provided in 49 USC §14706, including, without limitation, the value of profits associated with any goods being shipped. This liability shall apply whether the goods are covered by the Carmack Amendment or whether such goods are considered an "exempt commodity" under the Carmack Amendment. Carrier expressly agrees to be treated as Motor Carrier for all liability purposes regardless of the type of commodity. Carrier shall promptly handle and resolve all claims which are submitted either by Broker or directly by any Customer or consignee for loss or damage to any cargo transported by Carrier. Notwithstanding the terms of 49 C.F.R. §370.9, Carrier has thirty (30) days from the date any claim is received to register said claim, and Carrier has an additional ninety (90) days to either pay, decline or make settlement offer in writing on all cargo loss or damage claims. Failure of Carrier to pay, decline or offer settlement within the period listed above shall be deemed admission by Carrier of full liability for the amount claimed and a material breach of these Terms and Conditions. Carrier further agrees to indemnify and hold harmless Broker for all losses, damages and expenses (including reasonable attorneys' fees) Broker may sustain or incur, including but not limited to claims for lost profits or plant shutdown fees, arising out of the loss, damage, destruction, delay or theft of any goods brokered/tendered to Carrier by Broker in connection with these Terms and C. The provisions contained in Section 5 below relating to the amount and type of insurance which Carrier is required to provide, shall in no way limit the obligations of Carrier set forth in this Section 3.2.

3.3 Broker shall have no liability for any loss or damage to any goods transported by Carrier on shipments tendered by Broker. Carrier shall be solely and exclusively responsible for loss or damage to, or delay in delivery of, goods and shipments transported by Carrier under these Terms and Conditions. Despite the fact that Broker is not liable for cargo loss, damage or delay claims, Broker shall have the right to pay such claim(s) to the Customer, or any consignee or other third party, in which case Carrier shall then be responsible to Broker for such claim(s), as though Broker (i) were the Customer or (ii) had received an assignment of such claim(s) from the Customer.

4. COVENANTS:

4.1 While transporting a load of freight in connection herewith, Carrier shall be registered as a Motor Carrier with the FMCSA and shall be authorized to provide transportation of property for the applicable Customers and receivers and/or brokers of general commodities and any other freight items tendered by Broker. At all times transporting a load of freight in connection herewith, Carrier shall (i) maintain proper authority to provide the services contemplated herein, (ii) maintain a satisfactory U.S. DOT safety rating, or no rating, (iii) utilize only fully qualified personnel who have all of the appropriate licenses and certificates, including but not limited to a commercial driver's license, and (iv) maintain its equipment in good order and in compliance with all applicable laws. Carrier will notify Broker immediately if its Federal Operating Authority is revoked, suspended, or rendered inactive by the FMCSA for any reason. If Carrier receives an "Unsatisfactory" or "Unfit" safety rating, or a rating is changed from "Satisfactory" to "Conditional" or from "Continue to Operate" to "Marginal", Carrier shall immediately notify Broker and shall not transport any shipment hereunder without Broker's prior written consent. The provisions of this paragraph are intended to include safety rating designations which may replace those above, which are subject to change by the FMCSA at any time.

4.2 Carrier shall maintain compliance with all applicable federal, state and local laws, rules, regulations, and conditions governing its activities and relating to the provision of its services including, but not limited to: transportation of Hazardous Materials, (including the licensing and training of drivers), as defined in 49 C.F.R. § 172.800, § 173, and § 397 et seq. to the extent that any shipments 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 hours of service regulations; sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, 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.

4.3 Carrier shall comply with all rules, regulations, and conditions pertaining to the transportation of food products, produce, drugs, and other perishable items, including, without limitation: (i) the Food, Drug, and Cosmetic Act ("FDCA") (21 U.S.C. Section 301, et seq., as amended, supplemented or superseded from time to time), (ii) the Food Safety Modernization Act of 2011 ("FSMA") (21 USC Section 2201, et seq., as amended, supplemented or superseded from time to time), (iii) the Perishable Agricultural Commodities Act ("PACA") (7 U.S.C. Section 499(a), et seq., as amended, supplemented, or superseded from time to time), (iv) any and all state or local statutes or ordinances applicable to the transportation of food products, produce, drugs and other perishable items, and (v) any and all Federal and State administrative rules and regulations pertaining to the transportation of food products, produce, drugs and other perishable items, including, without limitation, Federal Regulations under or related to the FDCA, FSMA, PACA and/or state or local statutes or ordinances.

4.4 Without limiting the foregoing, Carrier fully and strictly comply with the FSMA Sanitary Transportation of Human and Animal Food Rule ("STF Rule") (21 CFA Parts 1 and 11, as amended, supplemented or superseded from time to time). In complying with the STF Rule, Carrier shall be obligated to: (i) ensure that any and all equipment used complies with the specifications and/or temperature control requirements of any food shipment' (ii) take measures to isolate, segregate and use packaging to prevent contamination of food products; (iii) ensure that any and all food items requiring temperature control are transported in compliance with such temperature requirements, which will include, without limitation, checking Bills of Lading, rate confirmation sheets, and/or shipping instructions to determine any temperature requirements, discussing and verifying whether a temperature requirement exists with the Customer and/or shipper/loader/dispatcher at origin, precooling equipment if necessary, setting any reefer or temperature control equipment to the proper temperature and setting, venting if needed, maintaining and servicing any and all temperature control equipment, and taking other appropriate measures to ensure temperature requirements are met; (iv) notify Broker of any failure of temperature control equipment or another condition that would cause food items to become unsafe or adulterated (as defined in the STF Rule); (v) implement written procedures regarding temperature control, equipment, and sanitation; (vi) adequately train any and all drivers, employees and other transportation personnel regarding the handling and transporting of food products, produce and other perishable items; (vii) provide Broker, upon request, with any and all original or electronic records related to the transportation of food products, produce, and other perishable items, which may include, without limitation, (A) training records and certificates demonstrating that Carrier and its employees/drivers/personnel have been trained on compliance, (B) any and all documents related to temperature control and compliance, storage records, Bills of lading, and other records; (viii) provide Broker, upon request, with any and all original or electronic records demonstrating that any trucks, trailers and/or equipment used by Carrier to transport cargo have been adequately washed, cleaned and dried in a sanitary manner; and (ix) implement ongoing measures to ensure Carrier is fully and strictly complying with the STF Rule. BROKER WILL NOT BE HELD LIABLE FOR CARRIER'S FAILURE TO COMPLY WITH THIS SECTION 4.4 OR OTHERWISE FAIL TO ADHERE TO SHIPPER'S INSTRUCTIONS OR THE FSMA AND/OR STF FULE, and Carrier shall indemnify and hold harmless Broker for all losses, damages and expenses (including reasonable attorneys' fees) Broker may sustain or incur, including but not limited to claims for lost profits or plant shutdown fees, arising out of Carrier's noncompliance.

4.5 Carrier shall place a certified, registered Electronic Logging Device (each an "ELD") in each vehicle it utilizes to transport freight hereunder in compliance with the requirements of the ELD regulations set forth in Section 32301(b) of the Commercial Motor Vehicle Safety

Enhancement Act, enacted as part of MAP-21 (Pub L. 112-141, 126 Stat. 405, 786-788, July 6, 2012), which are registered with the FMCSA on or before Carrier is mandated by law to do so.

4.6 Carrier warrants that the Carrier will inspect or hire a service representative to inspect and maintain any and all refrigeration or heating units utilized by Carrier and its drivers/employees/personnel at least once each month. Carrier warrants that Carrier shall maintain a record of each inspection of refrigeration or heating units and retain the records of the inspections for a least three (3) years. Copies of these records must be provided upon request to the Carrier's insurance company and Broker. Carrier warrants that Carrier will maintain adequate fuel levels for the refrigeration or heating unit on each shipment utilizing such unit and assumes full liability for claims and expenses incurred by the Broker or the Shipper for failure to do so. Carrier must provide Carrier's cargo insurance carrier with all records that relate to a loss and permit copies and abstracts to be made from them upon request.

4.7 Carrier shall comply with 49 C.F.R. §370.1 et seq. and any amendments and/or any other applicable regulations adopted by the FMCSA, U.S. Department of Transportation, or any applicable state regulatory agency, for processing all loss and damage claims and salvage.

4.8 Carrier is solely responsible for any and all management, governing, discipline, direction and control of its employees, owner/operators, and equipment with respect to operating within all applicable federal and state legal and regulatory requirements to ensure the safe operation of Carrier's vehicles, drivers and facilities. Carrier and Broker agree that safe and legal operation of the Carrier and its drivers shall completely and without question govern and supersede any service requests, demands, references, instructions, information from Broker or Broker's customer(s) with respect to any shipment at any time. Carrier shall, at its expense, furnish all equipment, fuel, supplies, insurance, maintenance, and properly qualified personnel necessary to perform the services hereunder. Carrier shall transport the property, under its own operating authority and equipment; subject to these Terms and Conditions. Carrier shall not "trip lease", broker, subcontract, interline, or otherwise assign loads offered to it by Broker to another carrier or property broker without the express written consent of Broker.

4.9 Carrier has no knowledge of any threatened or pending interventions by the FMCSA under CSA 2010; nor is Carrier subject to any investigation or disciplinary action by any state agency related to enforcement of safety laws and regulations. To the extent any investigations or disciplinary actions are threatened, pending or filed, Carrier will immediately notify Broker.

4.10 In the event Carrier accepts a load transporting any goods to, from, or through California, CARRIER CERTIFIES, REPRESENTS AND WARRANTS THAT IT HAS REPORTED ITS COMPLIANCE WITH THE TRUCK AND BUS REGULATION OF THE CALIFORNIA AIR RESOURCES BOARD ("CARB") AND/OR IS, TOGETHER WITH ITS OWNER(S), AWARE OF THE TRUCK AND BUS REGULATION OF THE CARB AND IS IN COMPLIANCE WITH SUCH REGULATION BY USING THE ENGINE MODEL YEAR SCHEDULE. In the event perishable goods are transported under such load to, from, or through California, CARRIER CERTIFIES, REPRESENTS AND WARRANTS THAT ANY TRANSPORTATION REFRIGERATION UNIT ("TRU") EQUIPMENT FURNISHED WILL BE IN COMPLIANCE WITH THE IN-USE REQUIREMENTS OF CALIFORNIA'S TRU REGULATIONS. Carrier shall look to the Rate Confirmation Sheet for the necessary Broker information to be furnished under California's TRU regulations.

4.11 Carrier shall transport all shipments without delay and immediately notify Broker of any actual or potential delay or of any incident or circumstances that will prevent or delay delivery to the consignee or shipping destination.

4.12 Carrier shall not withhold delivery of any freight in its possession due to any dispute with Broker regarding freight charges or otherwise. Carrier hereby waives and releases all

liens or other claims which it might otherwise have in and to any freight in its possession, whether under common law, or federal, state or local laws or regulations.

4.13 Carrier shall comply with any and all laws related to the number of hours of driving or service per day or week as mandated by federal, state and relevant local laws. Broker shall not be liable in any event for Carrier failing to comply with such driving or service hour restrictions.

5. **INSURANCE REQUIREMENTS:** While provided transportation services hereunder, Carrier shall, at its expense, obtain and maintain the following types of insurance with the following minimum limits: (i) comprehensive general liability insurance, including contractual liability coverage, and coverage for bodily injury and property damage with limits of not less than One Million Dollars (\$1,000,000.00) single limit per occurrence; (ii) motor vehicle (including hired and non-owned vehicles) insurance covering (a) all motor vehicles used by Carrier to transport freight hereunder and (b) all of Carrier's drivers, employees, contractors, agents, representatives and assigns with limits of One Million Dollars (\$1,000,000.00); (iii) all risk cargo liability insurance with limits of not less than One Hundred Thousand Dollars (\$100,000.00) for loss of, or damage to, property carried on any one (1) motor vehicle; (iv) workers' compensation insurance as required by the laws of the states in which the transportation services shall be performed; and (v) if Carrier transports loads where the cargo itself consists of one or more trailers or items of shipping equipment, Carrier shall carry trailer interchange insurance coverage with limits of not less than \$50,000.00 for loss of, or damage to, the trailers or items being shipped. Carrier may not have exclusions within any of the above insurance policies for unattended vehicles and unattached vehicles, theft, abandonment, or breakdown or malfunctioning of cooling or heating equipment. In the event the FMCSA shall require greater limits or different types of insurance than those specified above, such increased limits or different types shall supersede the aforementioned limits and types and Carrier shall obtain and maintain insurance with such increased limits. All insurance required by this Section 5 must be written by an insurance company having a Best's rating of "B+" VII or better and must be authorized to do business under the laws of the state(s) or province(s) in which Carrier provides the transportation and related services as specified in load confirmation communications received from Broker. Carrier's insurance shall be primary and required to respond and pay prior to any other available coverage. Prior to transporting any loads of freight on behalf of Broker, Affiliates or applicable Customers, Carrier further agrees to provide Broker with Certificate(s) of Insurance demonstrating that Carrier has obtained the foregoing insurance policies, with each certificate of such insurance containing a clause requiring that Broker be provided thirty (30) days' advance written notice of the cancellation of any such insurance. Carrier shall furnish Broker. Additionally, Broker shall have the right to request that Carrier provide Broker with actual, full copies of any and all insurance policies required hereunder, and Carrier shall deliver to Broker said actual, full copies of the insurance policies requested within five (5) business days following request by Broker. All insurance policies required hereunder shall contain a provision stating that each such policy shall not be cancelled or terminated except upon thirty (30) days advance written notice of cancellation or termination being provided to Broker. Carrier will notify Broker immediately if any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason; and/or if Carrier is a business entity, Carrier will notify Broker immediately if Carrier is sold, or if there is a change in control of ownership. Additionally, Carrier shall provide Broker with an updated Certificate of Insurance any time such insurance is amended, modified, changed, renewed and/or replaced. Nothing in these Terms and Conditions, shall be construed to avoid Carrier's liability due to any exclusion or deductible in any insurance policy.

6. **INDEMNIFICATION:** Carrier shall indemnify and hold harmless Broker, Broker's Affiliates, and all Customers and consignees from any and all causes of action, claims (including claims made by third parties and including claims for personal injuries or death), suits (including suits by third parties and including claims for personal injuries or death), compensation, demands, damages, losses, costs, interest (statutory or common law), liabilities of any kind, and/or expenses

(including reasonable attorneys' fees) incurred or sustained by Broker, Affiliates and all Customers or consignees and which arise out of or are related to: (i) the failure of Carrier, and its drivers, employees, agents, contractors, successors and assigns to comply with the provisions of these Terms and Conditions; (ii) any breach of these Terms and Conditions by Carrier and its drivers, employees, agents, contractors, successors and assigns; (iii) the performance or non-performance of Carrier's obligations under these Terms and Conditions by Carrier and its drivers, employees, agents, contractors, successors and assigns; (iv) the negligence or intentional acts of Carrier and its drivers, employees, agents, contractors, successors and assigns; (v) the failure by Carrier or any of its drivers, employees, agents, contractors, successors and assigns to deliver any freight transported in accordance with the delivery schedule provided by Broker or listed in any associated rate confirmation sheet; (vi) delays in shipment or losses to goods caused by Carrier's services; and (vii) freight claims or other claims which relate to freight transported by Carrier.

7. **ASSIGNMENT OF CLAIMS RIGHTS:** Carrier automatically assigns to Broker all Carrier's rights to collect freight charges from Customer or any responsible third party on receipt of payment from Broker.

8. **INDEPENDENT CONTRACTORS:** It is understood and agreed that the relationship between Broker and Carrier is that of independent contractor. None of these Terms and Conditions or any act or omission of either party shall be construed for any purpose to express or imply a joint venture, partnership, principal/agent, fiduciary, employer/employee relationship between the parties. Carrier shall provide the sole supervision and shall have exclusive control over the operations of its employees, contractors, subcontractors, agents, as well as all vehicles and equipment used to perform its transportation services hereunder. Broker has no right to discipline or direct the performance of any driver and/or employee, contractors, subcontractors, or agents of Carrier. Carrier represents and agrees that at no time and for no purpose shall it represent to any part that it is anything other than an independent contractor in its relationship to Broker.

9. **WAIVER OF SALVAGE:** In the event that the shipper or consignee of the subject freight has required Broker to waive rights of salvage or resale, Carrier hereby expressly waives any and all rights of salvage or resale of the subject freight to the same extent as waived by Broker.

10. **WAIVER OF RIGHTS:** Pursuant to 49 USC 14101(b), to the extent that such rights or remedies conflict with these Terms and Conditions, Carrier hereby expressly waives any rights and remedies available to Carrier under (1) state, (2) federal or (3) common law or (4) under 49 U.S.C, Subtitle IV, Part B.

11. **CONSEQUENTIAL DAMAGES:** Notwithstanding anything contained herein to the contrary, Broker shall not be liable to Carrier for incidental, special or consequential damages without Broker receiving written notification of the risk of loss and the approximate financial amount and Broker's express written and signed agreement to assume such responsibility.

12. **GOVERNING LAW:** These Terms and Conditions shall be construed in accordance with the laws of the State of Ohio, except where such laws are preempted by federal law. Any claim brought under these Terms and Conditions, as well as any claim arising out of the services performed Carrier in connection herewith shall be brought in the courts of the State of Ohio located in Hamilton County or in the Federal Courts located in Hamilton County, Ohio, and by accepting and transporting loads of freight in connection herewith, Carrier hereby irrevocably submits to the jurisdiction of said courts.

13. **MISCELLANEOUS:** These Terms and Conditions may be changed, waived, or modified at any time by Broker. These Terms and Conditions may not be changed, waived or modified by the Carrier unless in a written agreement signed by Broker. These Terms and Conditions, together with any associated rate confirmation sheet and any Broker-Carrier Agreement signed by Carrier,

sets forth the entire agreement between the parties with respect to the subject matter herein, and any prior understanding, proposal, representation, or agreement between the parties shall be deemed to have merged into these Terms and Conditions. If any provision of these Terms and Conditions is deemed unenforceable by any court or competent jurisdiction, such provision shall be severed and the remaining provisions herein shall continue in full force and effect. These Terms and Conditions shall be binding upon the successors and assigns of the respective parties.

14. SPECIFICALLY COVERED AFFILIATE. US Logistics LLC is considered an Affiliate of TMX Logistics LLC. By transporting freight on behalf of Broker, Carrier expressly agrees that these Terms and Conditions shall be enforceable by US Logistics LLC. This Section 14 is included within these Terms and Conditions for clarification purposes only and in order to specifically note that US Logistics LLC is an Affiliate. However, this Section 14 in no way limits the definition of Affiliates above, and "Affiliates" will continue to mean any and all of Broker's parent companies, subsidiary companies, affiliates, contractors, representatives, agents, successors and assigns regardless of this Section 14.