

## Associated Carrier's Standard Terms and Conditions of Service.

The term "Shipper" means the person or entity desiring to have the goods transported, sending the goods, or otherwise liable as a shipper under law. This definition includes the exporter, importer, sender, receiver, owner, consignor, consignee, transferor, transferee, forwarder, broker, and/or any other agents or representatives of Shipper. It is the responsibility of all such parties to provide notice and copies of these Terms and Conditions to each other. The term "Consignee" shall mean the person or party to whom the freight is to be delivered hereunder.

The term "Associated" referenced in these Terms and Conditions refers to Associated Acquisition Company, LLC dba Associated Carriers. Associated performs services by transporting cargo on equipment owned or leased to Associated under **USDOT Number 2944792** and the associated MC Authority.

Shipper consents to the use of Associated's affiliated brokerage entity, Jetco Logistics, L.L.C., to broker loads that Associated does not perform using its own equipment. Jetco Logistics, L.L.C. will perform services under **MC-584105**, and Shipper agrees that Jetco Logistics, L.L.C.'s services shall be subject to Jetco Logistics, L.L.C.'s Terms & Conditions, which are available upon request. Shipper expressly agrees that it will not attempt to hold Jetco Logistics, L.L.C. liable in the capacity of a motor carrier. Shipper's insertion of Associated or Jetco Logistics, L.L.C. (for a brokered load) as the carrier on a bill of lading or other document shall be for Shipper's convenience only and shall not affect the status of the actual motor carrier transporting the property or brokerage entity arranging for transportation.

Shipper further agrees that Associates shall not be liable in the capacity of a broker, and Shipper shall not attempt to make any claim against Associated in connection with transportation services performed by any other motor carrier, including, but not limited to Associated's affiliates ("affiliate" shall mean another entity with common ownership, management, or facilities). The carrier actually transporting the freight at issue ("Carrier") shall be the sole party responsible in the capacity of a motor carrier.

Associated is a Texas limited liability company, which (i) is solely responsible for its own debts and obligations, (ii) is not responsible for the debts and obligations of any other entity unless expressly agreed in writing, and (iii) is separate and distinct from, and not to be confused with, any other entity bearing a similar name or logo. Shipper agrees that Associated shall not be liable, and Shipper will not attempt to hold Associated liable, for the conduct of Associated's affiliates or third parties. Similarly, Associated's affiliates shall not be liable for Associated's conduct, and Shipper agrees that Associated and its affiliates are not engaged in a partnership, joint venture, joint enterprise, or similar venture.

In the event of any discrepancy or conflict between these Terms and Conditions and those of any customer or Shipper, these Terms and Conditions shall control, unless changes have been made by obtaining prior written approval in advance by the CEO or President of Associated. These Terms and Conditions shall apply to all services Associated provides to shipper.

### I. PRICING TERMS

**1.1 General.** Quotes are based on information provided by the customer. Price is based on one driver per truck and dock-to-dock delivery. Unless otherwise specified, price includes 90 minutes of free time on each end for loading/unloading for tractor service, and 45 minutes of free time on each end for loading/unloading LTL (straight truck) service. Detention is calculated in 1/4 hour increments. Detention rate depends on the tractor/trailer combination used. Unless indicated above, the price excludes charges for detention time, per diem and additional stops. The quoted rate depends on the value, weight and dimension of the property described. Any changes to the actual dimension, description or weight of the load will result in revisions to the quoted price. For oversize/overweight loads, the price includes all required permits and escorts as required based solely on the description provided at the time of issuing the quote. Additional charges apply for weekend and priority service. All quotes are based on availability at the time the order is received. In order for a previously quoted rate to be valid, Shipper must refer to the quote number at the time of booking. Quoted rates are valid for 30 days, subject to fluctuations in fuel price and the other variables listed herein. The right is reserved to adjust quotes at any time, without notice, to account for changes in fuel price. Unless expressly indicated in writing, intermodal quotes exclude chassis rental charges in those cases where steamship lines do not provide the chassis at their cost.

**1.2 Intermodal Shipments.** All trailer use and per diem charges incurred from third parties (including, but not limited to owners, lessors, persons or entities participating in the Uniform Intermodal Interchange Agreement (UIIA), and others) will be assessed to Shipper and include an additional administration fee.

**1.3 Steamship Line and Third Party Equipment.** Use of steamship line or third party equipment (chassis, containers, flat racks, ISO tanks, etc.) shall be subject to

the steamship line or third party's equipment interchange agreement, including allowances for free time, per diem charges, chassis splits, Maintenance and Repair (M&R) charges, and all other charges incurred. Shipper will be responsible and billed for all charges incurred from the use of steamship line or third party equipment, plus an additional administrative charge.

**1.4 Chassis Splits.** When container chassis is not located at the same location as the container to be transported, chassis split charges may be assessed.

**1.5 Dunnage, Stripping and Packing.** Rates do not include the cost of any Shipper mandated materials for temporary blocking, bracing, stripping, saddles, dunnage, or supports, including pipe racks and stakes, required to protect the freight and make it secure for transportation. At the request of the Shipper, such materials will be furnished at an additional charge.

**1.6 Tarpaulins or Covers.** Rates do not include tarps or other covers. When Associated is required by law, or when requested by Shipper, to cover a load with tarps or other types of covering, additional charges will be assessed.

**1.7 Stop-Offs.** Stop-off charges may be assessed when Associated is required to pick up from multiple origins or deliver to multiple destination locations.

**1.8 Attempted Pickup.** When Associated is requested to dispatch a vehicle to a point designated by the Shipper, and such vehicle is furnished but not used, due to no fault of Associated, an attempted pickup charge and fuel surcharge will be assessed.

**1.9 Attempted Delivery.** If, through no fault of Associated, a shipment is rejected wholly or in part by Consignee, Shipper shall be responsible for all freight charges as though the shipment had been accepted by Consignee. In addition, the rejected shipment may be returned to the point of origin or other location designated by Shipper, subject to Associated's agreement. The return of the rejected shipment shall be treated as a new shipment, and Shipper shall be responsible for all freight charges. If Shipper subsequently requests Associated to re-deliver the shipment, the re-delivery shall also be treated as a new shipment and rated accordingly.

**1.10 Weighing.** Associated reserves the right to weigh any shipment for the purpose of verifying weight for revenue billing and for conformance with federal, state, or municipal law regarding maximum weight. When a vehicle is weighed, either empty or loaded, at the request of the Shipper or Consignee, a weigh charge will be assessed for each time the vehicle is weighed. Shipper shall at all times have sole responsibility to ensure shipments comply with the terms of the International Convention for the Safety of Life at Sea ("SOLAS"), as applicable.

### II. OUT OF GAUGE, HAZMAT AND OTHER SPECIAL LOADS

**2.1 Laws.** Laws and regulations are subject to change and may affect quotes. All permit costs along with time to obtain permits could change and if so will be communicated at time of order. There is no guaranty as to how long it may take for a permit authority to issue a permit, and Associated is not responsible for any costs associated with delays in transit due to permit office delays or any other governmental intervention.

**2.2 Distance Computations.** When shipments move under special permits required by and obtained from a state, municipal, or other governmental agency that specifies the route to be traveled by the motor vehicle, the mileage to be used for rate calculations shall be the mileage traveled via the route specified in the permits. A change in dimensions may change the route and rate.

**2.3 Hazardous Materials Provision.** Shipper accepts all U.S. Department of Transportation requirements governing hazardous materials. Among other requirements, the Shipper must provide a legible bill of lading with proper Hazmat information, including the Shipper's certificate containing all required information such as emergency response number and hazardous material information, and affix any required placards before or at the time that the shipment is tendered. Failure to comply with these requirements will relieve Associated of any and all liability for loss or damage directly or indirectly caused to or by the hazardous materials. Any misdeclared hazardous materials may be warehoused at the Shipper's risk and expense, or destroyed without compensation. Unless otherwise specified, quotes do not cover hazardous material or cargo containing hazardous material as defined by the US DOT. Shipments of hazardous materials will be subject to an additional charge.

**2.4 Overweight Liability.** Advance written notification by Shipper of overweight shipments is required. Associated may take whatever actions are necessary to bring equipment into compliance. Any fines or expenses resulting from overweight shipments, in addition to any permit fees, will be included in the invoice and charges to be paid for the shipment.

**2.5 Direct Discharge.** Direct discharge is not included and rates do not include additional charges related to direct discharge (dock expense, wharfage, stevedore charges, terminal charges, etc.). Loads transferred directly to/from ships, barges, or other marine vessels ("direct discharge") shall be subject to additional charges.

**2.6 Utility Assistance.** Unless specifically indicated otherwise, costs for utility assistance such as telephone, cable, power company, and DOT/Municipal Signal Shops are not included. If required, these services will be invoiced as additional to this quote, at cost plus an administrative fee.

### III. LIMITATIONS OF LIABILITY

**3.1 Associated's Limitation of Liability.** Unless otherwise agreed in writing as specifically set forth herein, all shipments are released to a maximum value of \$100,000 per shipment ("Release Value"). In no event shall Associated's liability be greater than the actual value of lost or damaged articles less salvage. Associated's liability for cargo loss or damage will not exceed \$100,000 per shipment unless Shipper requests an increase in legal liability by a.) submitting a written request for a higher Release Value before the shipment is tendered to Associated, b.) paying an additional charge based on the increased Release Value, and c.) obtaining written confirmation of the higher Release Value from the CEO or President of Associated. DRIVERS ARE NOT AUTHORIZED TO AGREE TO HIGHER RELEASE VALUE. Shipper may obtain rates for shipments with a higher release value than those indicated above from Associated by calling 817-649-6004.

**3.2 No liability for Consequential damages.** ASSOCIATED IS NOT RESPONSIBLE FOR HIDDEN OR CONCEALED DAMAGE. IN NO EVENT SHALL ASSOCIATED BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, including, but not limited to, lost profits.

**3.3 Inadvertence Clause.** If a Shipper declares a value exceeding \$100,000 per truckload on any bill of lading without obtaining written approval from the CEO or President of Associated, the shipment will not be accepted, but if the shipment is inadvertently accepted, the parties agree that these Terms and Conditions control with respect to any conflicting language in any other agreement or document and the shipment will be considered as being released to a value of \$100,000 per shipment, and the shipment will move subject to such limitation of liability.

**3.4 Commodity Limitations.** Associated does not hold out to transport jewelry, manufactured tobacco products, ammunition, objects d'art, currency, documents, or items of unusual value or rare metals. Unless otherwise indicated herein or agreed to by contract signed by an officer of the Associated (Drivers have no authority), Associated does not provide temperature-controlled service, unless specifically agreed in writing.

**3.5 Reasonable Dispatch and Special/Consequential Damages.** Notwithstanding the fact that an estimated delivery date may be provided or that a specific date and time may be requested, transportation services are not required to be performed by a particular schedule or in time for a particular market, but the responsibility for providing transportation services on a shipment is solely with reasonable dispatch, as that term is defined at common law. It is agreed that Associated shall not be responsible for special or consequential damages resulting from delayed delivery.

**3.6 No liability for SOLAS.** In no event shall Associated be liable for fines, penalties, costs, expenses or other damages resulting from Shipper's failure to comply with the terms of SOLAS.

**3.7 Cargo Drop Liability.** Shipper shall ensure that any cargo, containers, chassis, or other equipment tendered to Shipper or the delivery point and remaining at the Shipper's facilities or the delivery point after delivery (for unloading or loading) shall be secured and handled in a manner to prevent theft, loss, or other damage. Associated will not be responsible for stolen, lost, or damaged cargo, containers, chassis, or other equipment after such items have been delivered and are not in the physical possession of Associated; Shipper will be fully liable for theft, loss and damage to all cargo, containers, chassis, and other equipment after such items have been delivered. Shipper will reimburse Associated for any costs Associated pays or incurs with regard to theft, loss, or other damage to cargo, containers, chassis, or other equipment occurring after Associated delivers the shipment, including, but not limited to property loss or damage and per diem.

### IV. GENERAL

**4.1 Force Majeure; Conflict.** Associated shall not be liable for failure to perform any obligation resulting from circumstances beyond its control, including, but not limited to, any force majeure, act of God, riot, war, terrorist act, civil disturbance, fire, explosion, flood, strike, lock-out, labor disturbance, or any other cause outside of the reasonable control of Associated.

**4.2 Advancing Charges.** Associated may advance for collection from Shipper, owner or Consignee, lawful charges of connecting air, rail, water, or motor carrier; storage and other lawful charges on property stored in public warehouse or other storage; dock, pier, wharf or stevedore fees and charges, advance charges for rigging, crane service and in bond or customer house charges; and other lawful charges that may be associated with the transportation of the freight. Such charges will be paid by Associated and billed to the Shipper or Consignee at actual cost plus administrative fees determined by Associated.

**4.3 Shipper Load and Count.** All shipments shall be loaded by the Shipper and unloaded by the Consignee. Associated's drivers are instructed to sign bills of lading as Shipper load and count or "SLC". Inadvertent omission of this notation shall not result in a presumption of Associated's liability for shortage or damage (in the absence of upset or accident) where the driver was either not present or not allowed to observe the loading and unloading.

**4.4 Invoices.** As a convenience to Shipper, all Associated invoices may be processed by Associated's affiliate, and such administrative support in issuing invoices shall not alter Associated's affiliate's role in connection with a particular shipment, as the act of invoicing is a purely administrative function performed independent of transportation services. In the event of a loss, Shipper's claim and any remedies shall be directed to, and the sole responsibility of, the carrier performing transportation services for the particular shipment at issue, to the extent of any claim for loss, damage or delay. Delivery receipts and proofs of delivery will be provided upon specific request in accordance with the provisions of these Terms and Conditions.

**4.5 Collection and Payment of Charges.** Payment will be due within 30 days of invoice. In consideration for transportation services performed for the mutual benefit of the Shipper and Consignee under the Terms and Conditions set out herein, both Shipper and Consignee shall assume joint and several liability for all freight charges accrued with regard to such transportation. In the event that freight bills are not paid by either the Shipper or the Consignee, payment for such charges may be sought from either party or both parties.

**4.6 Payment Without Offset.** Shipper and/or Consignee shall pay all freight charges when due without offset for any cause, including but not limited to, cargo claims. All claims for loss or damage shall be governed by these Terms and Conditions and neither Shipper nor Consignee shall deprive Associated of proper cargo insurance adjustment by unilateral deduction of claims from payment of freight charges due. In the event that Shipper "short pay" freight charges or deduct charges from freight bills without Associated's authorization to do so in writing, prior to the deduction, Shipper waive their right to any contested cargo claim that is set-off against freight charges.

**4.7 Interest and Fees on Past Due Accounts.** Associated will assess one and one-half percent (1 1/2%) interest per month beginning on the 30th day after payment is due. In no event does Associated seek greater interest than allowed by applicable law, as it is the intent of Associated to comply with the maximum rate of interest laws. In the event Associated deems it necessary to retain the services of legal counsel to collect any outstanding indebtedness, Shipper shall pay attorneys' fees, collection service fees and court filings fees in the amount of \$500.00 or thirty-five percent (35%), whichever is greater.

**4.8 Lien for Freight Charges.** Associated shall have a possessory lien on shipments in its dominion and control for the payment of freight charges past and present.

**4.9 Claims Processing.** Claims for loss, damage, or delay to cargo shall be filed in accordance with 49 C.F.R. § 370. All cargo claims are waived if not filed within 9 months of the date of delivery or expected delivery. Any suit to recover loss or damage to cargo must be filed no later than 2 years after the claim is denied. Any other claims must be filed within 2 years of the event giving rise to the claim, or else such claims are waived. Shipper shall notify Associated of all known material details within 91 days of receiving notice of any claims other than cargo loss or damage claims, or else such claims are waived, and shall update Associated promptly thereafter as more information becomes available.

**4.10 Venue and Jurisdiction.** This agreement shall be construed to have been entered in Harris County, Texas, and performable in Harris County, Texas. Associated is based out of Texas, from where it communicates, performs services and invoices are sent. All payments are to be made in Texas and all parties consent to the jurisdiction of Texas and to venue in Harris County, Texas. It is expressly acknowledged and agreed that any suit arising from the payment or collection of freight charges shall be filed in the appropriate state or federal court in Harris County, Texas.