

TERMS AND CONDITIONS OF TRUCKLOAD BROKERAGE SERVICE

These terms and conditions of service constitute a legally binding contract between the "Company" and the "Customer". In the event the Company renders services and issues a document containing Terms and Conditions governing such services, the Terms and Conditions set forth in such other document(s) shall govern those services.

1. Definitions.

(a) "Company" shall mean *MIQ Logistics, LLC* a third party logistics company that provides services including arranging the movement of freight on behalf of its Customers. Company is duly authorized and qualified to operate as a broker of motor carrier transportation under license number 432187-B.

(b) "Provider" or "Carrier" shall mean a motor carrier who is duly authorized and qualified to transport property by motor vehicle in interstate and foreign commerce.

(c) "Customer" shall mean the party who ships and receives freight and desires to have Company be the provider of the Services.

(d) "Services" shall mean multimodal transactional truckload shipments which are secured by Company on behalf of Customer on a load by load basis. The Shipments are contracted out to a qualified Provider on a per shipment basis that corresponds with the rate agreement for the individual shipment (the "Spot Quote"). The Spot Quote rate will apply per vehicle regardless of actual weight of a shipment and notwithstanding any other published rate or rule in effect. Weight and its distribution on vehicle shall not exceed the legal weight capacity of the vehicle or highways. If Customer desires to change the terms of the shipment or cancel the shipment, Customer must notify Company of the changes or cancellation prior to dispatch, or Customer may incur additional charges.

2. Customer Responsibilities. Customer shall be responsible for: (i) loading, blocking and bracing the shipment in the Carrier vehicle in such proper and timely manner to prevent shifting of the shipment during normal transportation and to comply with highway weight limits. Detention beyond allowed free time may cause assessment of additional charges and (ii) unloading shipment from Carrier vehicle in a timely manner and within free time allowed by Carrier. Detention beyond allowed free time may cause assessment of additional charges.

3. Payment Matters. Customer shall pay all invoices from Company in full no later than fifteen (15) calendar days after receipt of such invoice. Customer's failure to pay amounts due under any invoice in accordance with this Section will result in the imposition of late fees in the form of 1% of the monthly delinquent balance.

4. Bills of Lading. Any bill of lading used by Customer to tender a shipment to a Provider shall contain the shipper name and address, consignee name and address, description of the goods, number of packages, and weight. The bill of lading will be deemed to read as if it were a Standard Uniform Bill of Lading. Any terms conditions and provisions of a bill of lading or other receipt, shall be subject and subordinate to these Terms and Conditions. Any bill of lading issued by Customer or Provider shall constitute a delivery receipt only. Customer will not insert Company's name on a bill of lading.

5. Responsibility For Freight Charges. Customer, and not Company, shall be responsible for freight charges of carriers that transport Customer shipments. Notwithstanding the preceding sentence, unless and until Company notifies Customer otherwise, Company will make payment on behalf of Customer for freight charges, when such charges become due and payable. Company will invoice Customer for all such amounts.

6. Independent Contractor. Company is and will remain an independent contractor with respect to Customer and the Services being performed hereunder. Nothing herein shall be construed to create a legal partnership or joint venture between the parties.

7. Insurance. Company shall maintain insurance with coverage considered appropriate within Company's industry for the nature of the services being performed. Company does not provide cargo liability coverage for Customer or Customer's clients; all such cargo liability coverage is provided by the underlying Provider.

8. Indemnification. Except to the extent of Company's own negligence or willful misconduct, Customer shall indemnify, defend and hold harmless Company, and its successors and assigns, and their respective affiliates, employees, directors, officers, stockholders, representatives and agents from any and all losses, claims, demands, damages, liabilities, obligations, costs and/or expenses, including reasonable attorney's fees and costs, to the extent relating to, resulting from or arising out of (i) any breach of any representation or warranty of an Customer hereunder, or (ii) any breach or non-fulfillment of any agreement or covenant of Customer hereunder. Company shall notify Customer in writing of any claim, demand or liability it deems to be covered by this Section within ten (10) calendar days after it first has actual knowledge of the facts giving rise to such claim, demand or liability, or ten (10) calendar days prior to the running of any applicable statute of limitations with respect to such claim, demand or liability, whichever is earlier. Notwithstanding any other provisions hereof, Customer acknowledges that Company, as to any claim by Customer for indemnification arising out of any act or omission of a carrier utilized by Company in connection with the Services, shall have a complete defense against such indemnification claim if the carrier, as of the date of its initial engagement by Company in connection with the Services, holds all legally required insurance and operating authority for the services it is providing and holds a safety rating of "satisfactory" or is "not yet rated" by the United States Department of Transportation.

9. Freight Loss and Damage. Company does not act as a common carrier, contract carrier or freight forwarder and does not assume liability for any loss or damage with respect to any shipment serviced by Company hereunder. All such liability shall remain with the Provider, carrier, or freight forwarder that transports the applicable shipment to the extent provided by law. When notified by Customer in advance of the need of excess cargo liability coverage, Provider will make commercially reasonable efforts to coordinate excess cargo liability coverage for Customer for any such shipments to the extent offered by such carriers or freight forwarders. Carriers used for the shipment will assume liability as provided under 49 CFR § 370 for all cargo loss and damage claims, including delay claims. Carrier will not honor any delay claims unless notified prior to time of tender that special damages would occur if the shipment was delayed. Carrier liability for cargo loss or damage to the Shipment or special damages, including delay on all domestic shipments moving from origin to destination within the contiguous U.S. via motor transportation will be limited to actual value not to exceed \$100,000 per shipment, unless at time of booking the Shipment Customer requested a higher amount as declared value and paid the appropriate excess valuation charge. Any shipment of used materials may be subject to lower limitations of liability than the limits set forth in the preceding sentence, as published by Carrier. In no event shall Company be liable for any indirect, incidental, special or consequential damages, including without limitation damages for loss of profits, data or use, incurred by Customer or any third party, whether in action in contract or tort, even if Customer has been advised of the possibility of such damages.

10. Cargo Loss of Damage Claims. If Customer suffers loss or damage to the Shipment, Customer shall seek restitution from the Carrier by filing a proper claim for loss or damage against the Carrier, and not against Company or any affiliate thereof. Company will refer Customer to the Carrier and provide assistance to Customer in filing such claims. Customer shall be solely responsible for all cost associated with prosecution, collection and settlement of any claims. Neither Company nor its service providers have any responsibility for cargo claims that result from loss, theft, damage or delay that occurs in Mexico. Customer should procure cargo insurance to protect for loss, theft, damage or delay that occurs in Mexico. The provisions of 49 C.F.R. § 370 are incorporated herein by reference relating to the procedures for filing and settling freight loss and damage claims. Neither Company, nor any affiliate thereof will be responsible for the settlement or outcome of a claim filed by or on behalf of Customer. The pendency or outcome of any damage claim shall not limit or in any way affect Client's obligation to pay Provider for the Services in accordance with these Terms and Conditions.

11. Transportation of Waste. Customer shall notify Company in writing by faxing a copy of the bill of lading to Company (913-906-0752) prior to tender of the shipment that contains hazardous materials, providing all information requested by Company and/or carriers and necessary for the carrier(s) to properly classify such hazardous materials and comply with applicable laws and regulations in connection therewith, including the shipper's hazardous materials emergency phone number. Customer warrants and represents that in the event any commodities it tenders or causes to be tendered to carrier are classified as hazardous materials/dangerous goods by the United States Department of Transportation or such other agency, authority or organization having jurisdiction, Customer agrees to indemnify Company and carrier if commodities classified as hazardous materials/dangerous goods are not properly identified, packaged, labeled and transportable under applicable United States and international rules, regulations and laws of any federal, state or local jurisdiction through which they are to be transported. Company, may, in its sole discretion refuse storage of such materials.

12. Waiver. Company and Customer expressly waive all rights and remedies allowed under 49 U.S.C. § 14101 to the extent that such rights and remedies conflict with these Terms and Conditions. Failure of either Party to insist upon the other Party's performance under these terms and conditions or to exercise any right or privilege, herein, will not be a waiver of any rights or privileges.

13. Force Majeure. Neither Party will be liable for any delay in the performance of their respective obligations for Services resulting directly or indirectly from or contributed to by any acts of God, acts of government or other civil or military authorities, acts of terrorists, fires, accidents, floods, war, riot or other circumstances beyond its reasonable control.

14. Severability. In the event any Paragraph(s) and/or portion(s) hereof is found to be invalid and/or unenforceable, then in such event the remainder hereof shall remain in full force and effect.

15. Attorney's Fees. In any action at law or in equity is brought to enforce or interpret the provisions of these Terms and Conditions, the prevailing party in such action shall be entitled to reimbursement for all reasonable attorney's fees and costs incurred in connection therewith.

16. Governing Law. These terms and conditions of service and the relationship of the parties shall be construed according to the laws of the State of **Kansas** without giving consideration to principals of conflict of laws.