

BROKERAGE TERMS AND CONDITIONS OF CONTRACT

1. DEFINITIONS

"Broker" means PureFreight, Inc.

"Customer" includes the consignor, shipper, consignee, owner of the Goods, and any person lawfully acting on behalf of any of the above persons.

"Goods" means articles of every kind and description, including their packaging, containers, or other shipping units or materials, as to which Customer desires for Broker to arrange motor transportation from a place of receipt to a place of delivery (the "Carriage").

"Charges" includes freight, all expenses, costs, detention, demurrage, and any other money obligations arising out of or in any way related to the Carriage or the Goods, and all collection costs for freight and other amounts due from the Customer, including attorneys' fees and court costs.

Services" means Carriage and any other service Broker may perform or arrange for Customer.

2. AGREEMENT TO BROKERAGE TERMS AND CONDITIONS OF CONTRACT

By Customer's request to Broker to arrange or perform Services, Customer agrees to these Brokerage Terms and Conditions of Contract, which no agent or employee of the parties may alter. Customer will prepare a bill of lading for the Carriage, or Broker, its authorized agents, or contracted motor carriers or freight forwarders will do so on Customer's behalf. Customer agrees that Broker arranges or performs all Services subject to these Brokerage Terms and Conditions of Contract, which are also available online at www.purefreight.com/contract-terms/. The defenses and limits of liability stated in these Brokerage Terms and Conditions of Contract shall apply in any action against Broker under any legal theory, whether in contract, tort, bailment, indemnity, contribution, or otherwise.

3. BROKER'S UNDERTAKING

Customer understands and agrees that Broker is a Title 49 freight Broker with such operating authority from the Federal Motor Carrier Safety Administration—docket number MC880774. Customer understands and agrees that Broker is neither a motor carrier nor a freight forwarder (collectively, "Carriers") and that Broker does not hold itself out in those capacities. Customer understands and agrees that Broker will contract Carriers to perform the Carriage of the Goods.

4. NOTICES OF CLAIM AND TIME-BARS AS TO BROKER AND AS TO CARRIERS

(a) NOTICE OF CLAIM TO BROKER FOR ITS ASSISTANCE WITH A CARGO CLAIM TO A CARRIER. Customer must provide Broker with written notice of a claim for the Goods' loss, damage, or non-delivery within 90 days after delivery of the Goods or the date on which the Goods should have been delivered. Conditioned on Customer's timely notice of claim, Broker will forward the claim onto the Carriers that performed or undertook to perform the Carriage of the Goods. As further condition to Broker's assisting of Customer with such a claim, Customer must first pay all freight charges in full. Customer's failure to provide written notice to Broker within the above 90-day period shall extinguish Broker's duty to forward the claim to the potentially responsible Carriers. Customer understands and agrees that it would then be solely responsible to make the claim against the potentially responsible Carriers.

(b) TIME-BAR AS TO BROKER. In any event, Broker shall be discharged from all liability to Customer as to any Services that Broker has arranged or provided unless Customer files an action in the mandatory venue stated in section 21 within nine months after the delivery of the Goods or the date on which the Goods should have been delivered.

(c) NOTICE OF CLAIM TO CARRIERS. Carriers typically have contractual notice-of-claim periods within which a claimant must make a claim for the loss of or damage to cargo. Unless the Carrier is exempt carriage under 49 U.S.C. § 14101(b), then under the federal law known as the "Carmack Amendment," a contractual notice-of-claim cannot be less than nine months after delivery of the Goods or the date on which the Goods should have been delivered. Subject to section 4(a), Customer understands and agrees that it, and not Broker, shall be responsible to make such a timely notice of claim, and Customer understands that the consequence of failing to make such a timely notice of claim is that Customer's claim against the Carriers of the Goods will be time-barred.

(d) TIME-BAR AS TO CARRIERS. Carriers also typically have contractual time-bar or limitations periods within which a claimant must sue the Carrier for the loss of or damage to cargo. Unless the Carriage is exempt carriage under 49 U.S.C. § 14101(b), then under the Carmack Amendment, a contractual limitations period cannot be less than two years from the day on which the Carrier has given written notice to the claimant that the Carrier has disallowed the claim or any part or parts of the claim specified in the timely notice of claim. Customer understands and agrees that it, and not Broker, shall be responsible to file such a timely action, understanding that the consequence of failing to timely file such an action is that Customer's action against the Carriers of the Goods will be time-barred.

5. SPECIAL SECURITY/PROTECTIVE SERVICES

Broker's failure to arrange any agreed-to special security services or requirements, including team drivers, shall not negate Broker's limitation of liability, which is stated below in section 7.

6. CARRIERS' POSSIBLE LIMITATIONS OF LIABILITY

Customer understands and agrees that Carriers may limit their liability for loss of or damage to cargoes they transport, undertake to transport, or handle. Broker will request declared-value or excess valuation coverage as to the Goods only upon receiving specific written instructions from Customer, which must agree to pay any charge for such declared-value or excess valuation coverage. Customer understands and agrees that there is a distinction between excess valuation coverage, which increases the legal liability amount of a Carrier beyond a released value or limited-liability amount, and Customer's purchase of cargo or "shipper's interest" insurance on the Goods.

7. CARRIAGE RATES BASED ON AGREED VALUATION OF THE GOODS; OPPORTUNITY TO PURCHASE CARGO INSURANCE

Customer understands and agrees that unless it requests cargo insurance in writing from Broker before the Carriage and Broker confirms in writing Broker's having arranged such cargo insurance, Broker's liability for loss of or damage to the Goods is limited to their agreed value of \$.50 per pound.

8. CARRIAGE METHODS/ROUTES, SUBSTITUTION OF MODE/EQUIPMENT

Customer understands and agrees that Broker may at any time, and without notice to Customer:

(a) Use any sub-contractors or connecting carrier, or means of transport or storage;

(b) Transfer the Goods from one conveyance to another, including transshipment or carrying on a truck or trailer other than those stated on a bill of lading, or any other means of transport, or

(c) Proceed by any route in a Carrier's sole discretion, irrespective of whether such route is the nearest, most direct, customary, or advertised route.

Customer agrees that anything done or not done in accordance with the above sub-paragraphs or any resulting delay shall be within the scope of the Carriage and not a deviation.

9. FORCE MAJEURE

Without prejudice to any of Broker's rights or privileges under these Brokerage Terms and Conditions of Contract or under applicable law, neither Broker nor a Carrier shall be responsible for any loss, damage, or delay that arises out of or is in any way related to, directly or indirectly, any event beyond the reasonable control of Broker or a Carrier, regardless of the event's foreseeability, including events such as war, hostilities, wartime operations, terrorism, hijacking or robbery, use of force or threats to use force, embargoes, blockades, port congestion, strikes or labor disturbances, pandemics or epidemics, regulations of any governmental authority pertaining to any of the above, or any other official restrictions on commerce that arise out of or are in any way related to the above conditions and that affect Broker's or a Carrier's operations or the Carriage in any way, in which case Broker, a Carrier, or both, shall have the right to cancel any outstanding booking or the Carriage. Either Broker or a Carrier, in its sole discretion, without prior notice to Customer and irrespective of whether the Carriage has begun, may treat the performance of the Carriage as terminated and place the Goods at Customer's disposal at any place that Broker or a Carrier, in its sole discretion, deems to be safe and convenient, at which place Carrier's responsibility for such Goods shall cease. Broker and the Carrier in question shall nevertheless be entitled to full freight and Charges on such Goods, and Customer shall pay any additional costs of transportation, transshipment, loading, unloading, delivery, storage, demurrage, detention, and all expenses related to each of the above, including Broker's and a Carrier's reasonable attorneys' fees.

10. REFUSED DELIVERY

Refusal of the consignee or Customer to take delivery of the Goods shall constitute an irrevocable waiver of all claims arising out of or in any way relating to the Goods or the Carriage. Customer shall be liable for any losses, damages, expenses, and liabilities it incurs arising out of such a refusal, including, without limitation, the return of the Goods to their place of receipt.

11. FREIGHT AND CHARGES

(a) All freight shall be deemed fully, finally, and unconditionally earned upon a Carmack Carrier's pick-up of the Goods.

(b) All freight and Charges shall be paid without any set-off, counter-claim, deduction, or stay of execution before delivery of the Goods.

(c) If Customer's description of the Goods in a bill of lading or in any documents Broker receives from or on behalf of Customer is inaccurate, incorrect, or misleading in any respect, Customer shall pay for any actual damage that Broker suffers as a result, including any reasonable attorneys' fees.

(d) Customer's payment of any Charges to anyone other than Broker or an authorized agent that Broker identifies in writing to Customer shall not be considered payment to Broker and shall be at Customer's sole risk.

(e) The class of persons within the definition of "Customer" shall, where applicable, be jointly and severally liable to Broker for payment of Charges. Customer understands and agrees that it has the duty to so notify all other such persons of their potential liability to Broker for Charges.

12. BROKER'S SPECIFIC AND GENERAL LIENS AS TO THE GOODS AND ANY PROPERTY OF CUSTOMER

(a) In addition to a specific cargo lien under law, including under California Civil Code § 3051.5, Broker shall have a general and continuing lien on the Goods and on any property of Customer coming into Broker's actual or constructive possession or control as to any unpaid Charges, including for monies Customer owes to Broker as to the shipment on which Broker is claiming the lien, a prior shipment, or both, including all Charges and for any expenses that Broker pays or incurs for storage, security, repacking, remarking, fumigation, or disposal of Goods, for fines, dues, tolls, or commissions that Broker has paid or incurred on behalf of the Goods, for any sums, including reasonable attorneys' fees Broker has paid or incurred because of any attachment or other legal proceedings brought against the Goods by governmental

authorities or any person claiming an interest in the Goods. The failure to pay any Charges may result in a lien on a future shipment or shipments, including the cost of storage and appropriate security for the subsequent shipment or shipments that Broker may hold under this section. Customer understands and agrees that any delivery of Goods shall be conditioned on the survival of the above liens.

(b) Broker shall provide written notice to Customer of Broker's intent to exercise its lien rights, which notice shall state the exact amount due. Customer shall notify all parties having an interest in the shipment or shipments at issue of Broker's lien rights and the potential exercise of such rights in the absence of the payment of the amount due.

(c) Unless, within thirty 30 days of receiving notice of lien, Customer posts cash or letter of credit at sight, or if the amount due is in dispute, an acceptable bond equal to 110 percent of the value of the total amount due in favor of Broker guaranteeing payment of all amounts due, plus all accruing Charges, Broker shall have the right to sell the Goods or other property of Customer at public or private sale or auction and Broker shall refund to Customer any net proceeds remaining after such sale.

13. DESCRIPTION OF GOODS AND NOTIFICATION

(a) Customer's description of the Goods in a sealed trailer, shipping container, or package that Customer or its agents have prepared shall not be binding on Broker, and the description declared by Customer on any document is information Customer provides solely for its own use. Customer understands that Broker has not and will not verify the contents, weight, or measurement of a sealed trailer, shipping container, or package, or the weight or measurement, or the value, quantity, quality, description, condition, marks, or numbers of the contents. Broker is under no responsibility as to such description of particulars and Customer shall indemnify Broker from and against any loss, damage, liability, and expense, including reasonable attorneys' fees Broker has paid or incurred, arising out of or in any way connected with or caused by, in whole or in part, such description of particulars.

(b) Broker, its agents, and servants shall not in any circumstances be under any liability for insufficient packing or inaccuracies, obliteration or absence of marks, numbers, addresses or description, or for misdelivery due to marks or countermarks or numbers, or for failure to notify the consignee of the arrival of the Goods, notwithstanding any custom of the place of delivery to the contrary.

14. HAZARDOUS GOODS

(a) Prior to tendering hazardous goods, as defined under applicable federal and state law and regulations, Customer shall, in compliance with the laws and regulations governing the transportation of such goods, have the same properly packed, distinctly marked, and labeled, and notify Broker in writing of their proper description, nature, and the necessary precautions.

(b) Goods that are hazardous goods or are otherwise of an inflammable, explosive, or dangerous nature, as to the shipment of which neither Broker nor the Carrier has consented with knowledge of their nature and character, may at any time before delivery be unloaded at any place and destroyed or rendered innocuous by a Carrier without compensation to Customer or any other person, and Customer shall be liable for all damages and expenses directly or indirectly arising out of or resulting from such shipment. If any such Goods shipped with such knowledge and consent shall become a danger to the transporting conveyance or to any cargo, then they may in like manner be loaded in any place or destroyed and rendered innocuous by a Carrier without liability on the part of Broker.

(c) Customer shall indemnify Broker from and against any loss, damage, liability, and expense, including attorneys' fees Broker has paid or incurred, arising out of or in any way connected with or caused by, in whole or in part, omission of full disclosure required by this clause or by applicable treaties, conventions, laws, codes, or regulations.

15. PERISHABLE GOODS

(a) Broker shall arrange Carriage of Goods of a perishable nature in ordinary trailers without special protection, services, or other measures unless Customer provides written instructions for the Carriage to be in a refrigerated, heated, electrically ventilated, or otherwise specially-equipped trailer or shipping container, or that the Goods are to receive special attention in any way. In case of refrigerated trailers or shipping containers packed by or on behalf of Customer, it undertakes not to tender for Carriage any Goods that require refrigeration without giving written notice to Broker of their nature and the required temperature-setting of the thermostatic controls before Broker's arranging of the Carriage. Customer undertakes that the Goods have been properly stowed in the trailer or shipping container and that the thermostatic controls have been adequately set before the Carmack Carrier's receipt of the Goods and, if necessary, that the Goods have been pre-cooled before their stuffing into the trailer or shipping container. Customer's attention is drawn to the fact that refrigerated trailers and shipping containers are not designed to freeze down Goods that have not been presented for stuffing at or below their designated carrying temperature, and Broker shall not be responsible for the consequences of Goods tendered at a higher temperature than that required for the Carriage. If Customer fails to comply with the above requirements, then Broker shall not be liable for any loss of or damage to the Goods.

(b) The term "apparent good order and condition" when used in a bill of lading or other document with reference to Goods that require refrigeration does not mean that the Goods were verified by Broker as being at the designated carrying temperature.

16. CUSTOMER-PACKED GOODS, CUSTOMER-STUFFED TRAILERS AND CONTAINERS

(a) If Goods have not been packaged, and if a trailer or shipping container has not been stuffed by or on behalf of Broker, then Broker shall not be liable for the loss of or damage to the Goods, and Customer shall indemnify and hold Broker harmless from and against any loss, damage, liability, and expense, including, attorneys' fees that Broker has paid incurred if such loss, damage, liability, or expense arises out of or is in any way connected with or is caused by, in whole or in part:

(1) The manner in which the Goods, trailer, or shipping container was stuffed, filled, packed, or loaded; or

(2) The unsuitability of the Goods for Carriage in their packaging or in a trailer or shipping container; or

(3) The unsuitability or defective condition of the trailer or shipping container, provided that, if the trailer or shipping container had been supplied by or on behalf of Broker, that unsuitability or defective condition could have been apparent upon inspection by Customer at or prior to the time when the trailer or shipping container was stuffed, filled, packed, or loaded.

(b) Customer shall inspect trailers or shipping containers before stuffing them and Customer's use of a trailer or shipping container shall be prima facie evidence of its being suitable and without defect.

17. CARRIAGE AFFECTED BY THE CONDITION OF THE GOODS

If it appears at any time that the Goods cannot safely or properly be carried or carried further, either at all or without incurring any additional expense or taking any measure or measures in relation to the Goods or the trailer or shipping container, then Broker may, without notice to Customer, take any measure or measures or incur any additional expense or expenses to carry or to continue the Carriage, or to sell or dispose of the Goods, or to abandon the Carriage or to store Goods, or any combination of the above, under cover or in the open, at any place that Broker, in its sole discretion, considers most appropriate, which abandonment, storage, sale, or disposal shall be deemed to constitute delivery and completion of the Carriage. Customer shall indemnify Broker from and against any such additional expenses, including attorneys' fees Broker has paid or incurred, arising out of or in any way connected with or caused by, in whole or in part, Broker's having taken any of the above measures.

18. DELAY, CONSEQUENTIAL LOSS, ETC.

(a) Broker does not undertake that the Goods will be transported from the place of deliver, or will arrive at the place of delivery, or will be shipped on board any particular truck or other conveyance at any particular date or time or to meet any particular market or in time for any particular use. The scheduled or advertised departure and arrival times are only expected times and may be advanced or delayed and Broker shall in no event be liable for direct, indirect, or consequential loss or damage caused by delay.

(b) Broker shall in no event be liable for any special, incidental, indirect, or consequential loss or damage arising from any other cause, notwithstanding Broker's notice of the possibility of such damages at the time Broker arranged such Carriage.

19. NO MODIFICATION OR WAIVER

No person has the power to change or waive any of these Brokerage Terms and Conditions of Contract unless the president or chief executive officer of Broker, in writing, has expressly agreed to such a change or waiver.

20. PARTIAL INVALIDITY

If any provision of these Brokerage Terms and Conditions of Contract shall for any reason be held to be invalid or unenforceable by any court or regulatory body, then the remainder of these Brokerage Terms and Conditions of Contract shall remain in full force and effect.

21. MANDATORY LAW, VENUE, AND JURISDICTION

(a) Subject to Broker's option under section 21(b), all claims or disputes arising out of or in any way related to these Brokerage Terms and Conditions of Contract or the Carriage shall be determined under the federal law of the United States of America, without regard to its conflict of laws rules or, in the absence of such federal law, then under the laws of the State of California, without regard to its conflict of laws rules. Without prejudice to a party's right to remove an action to federal court, the exclusive and mandatory venue for any such claims or disputes shall be the federal or state courts in Los Angeles County, California, to the exclusion of all other courts. The parties agree to irrevocably submit to the personal jurisdiction of the above courts and to waive any jurisdictional, venue, or inconvenient forum objections to those courts.

(b) To recover any damages or sums due arising out of Customer's non-payment of Charges, Broker shall have the option to file an action in any court with subject matter jurisdiction and with personal jurisdiction over Customer.