

agreed that no time is fixed for the completion of carriage hereunder and that DEX may, without notice, substitute aircraft or alternate carriers, including surface and/or ocean carriers. DEX assumes no obligation to forward the goods by any specified carrier or over any particular route or routes or to make connection at any point according to any particular schedule, and DEX is hereby authorized to select, or deviate from, the route or routes of shipment, notwithstanding that the same may be stated on the face of the Bill of Lading and/or other shipping document(s).

22. HAZARDOUS MATERIALS:

a. DEX will not transport any hazardous material in bulk or container with a gross weight equal to or greater than 1000 pounds

23. STORAGE: If the consignee refuses any of the cargo tendered by DEX or if DEX is unable to deliver any the cargo because of fault or mistake of Customer or the consignee, or if Customer advises and instructs DEX to stop movement of the cargo and to hold it in transit, DEX's liability thereafter immediately shall be that of a warehouseman. The procedures that DEX agrees to and shall take as a warehouseman involve the use of ordinary care to keep the cargo in a safe or suitable place or to store the cargo properly. DEX shall (a) attempt to give Customer notice as soon as possible if the foregoing occurs, (b) place the cargo in storage, if available, unless DEX receives contrary disposition instructions from Customer within twenty-four (24) hours, and (c) if disposition instructions are not given by Customer within thirty (30) days of DEX's initial notification to Customer, DEX may offer the cargo for public or private sale, return the Shipment to Customer at Customer's sole risk and expense, or place the cargo into a public warehouse to the account of Customer and in such case DEX shall have no further liability or obligation with respect to the Shipment. Customer shall be responsible for storage costs and reasonable costs DEX incurs in acting as a warehouseman. If Customer gives DEX timely disposition instructions, DEX shall use any commercially reasonable steps to abide with such instructions in accordance with this contract. Customer shall pay DEX's costs and any additional transportation costs that DEX incurs in doing so. **CUSTOMER SHALL REMAIN JOINTLY AND SEVERALLY LIABLE TO DEX FOR ANY DEFICIENCY SHOULD THE PROCEEDS OF ANY SALE BE INSUFFICIENT TO OFFSET ALL CHARGES DUE DEX WITH RESPECT TO THE GOODS. EXCESS PROCEEDS FROM A SALE WILL BE USED TO SATISFY ANY OUTSTANDING LIEN OR OBLIGATION DUE DEX FIRST, WITH ANY BALANCE THEREAFTER PAID TO CUSTOMER. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD DEX HARMLESS AGAINST ALL LOSS AND EXPENSE, INCLUDING ATTORNEY'S FEES, OF WHATEVER NATURE BROUGHT BY ANY OTHER PERSON HAVING AN INTEREST IN THE GOODS SOLD UNDER THIS PROVISION.**

24. TRUCK ORDERED NOT USED (TONU): Orders cancelled by customer within four (4) hours of the originally scheduled pickup and not as a result of any fault of the carrier will be charged to the customer at the applicable minimum charge for the equipment requested. (PLUS any Deadhead or empty mileage based on the per mile rate quoted on the shipment). This charge may be waived if the shipment is cancelled within 30 minutes from the time the shipment is tendered (verbally or in writing), with the exception of shipments requiring pickup within 180 minutes from the time of the original tender.

25. ACCESSORIAL CHARGES: EE Accessorial charges are detailed on it's website at www.ee-freight. Waiting time charges begin when the carrier is on shipper or

consignee property. However, no waiting time pay is charged if the carrier truck is loaded within one (1) hour for Sprinters and two (2) hours for Straight Trucks and Tractor Trailers. Waiting time is chargeable at \$75 per hour or any part of an hour.

- 26. LIEN RIGHTS:** DEX shall have a continuing, general lien on all Shipments for all freight charges (including past due charges on other Shipments), advances or charges of any kind arising out of this contract and may refuse to surrender possession of any or all Shipment(s) until all such charges are paid and is entitled to all rights and remedies legally available. Shipments retained pursuant to the lien established herein may be subject to storage fees and/or disposed of at public or private sale, with DEX paid from the proceeds of such sale, including storage charges and costs of sale. DEX shall provide written notice to Customer of its intent to exercise its lien, the amount of monies then due and owed, as well as any ongoing storage or other charges; Customer shall notify all parties claiming an interest in the Shipment(s) subject to the lien of the exercise of DEX's lien and DEX's rights as set forth herein. Customer remains liable for charges, including any deficiency remaining after sale.
- 27. PAYMENT TERM: All invoice terms are net 30 days.** Any payment which is past due shall be subject to an additional charge of 1 ½% per month of the outstanding balance due or the maximum interest rate permitted by applicable law, whichever is more, together with all collection costs, including reasonable attorney fees, incurred by DEX. Unless prior arrangements are made, DEX will accept cash payments up to \$2,000.00 per Shipment. Irrespective of Customer's use of a third-party payment agency, Customer at all times remains primarily liable for payment of all DEX-invoiced charges. Customer's obligation to pay DEX's invoices is not extinguished by Customer's payment to a third-party payment agency unless and until such third-party payment agency has actually paid all DEX invoices.
- 28. COMPLIANCE WITH LAW/EXPORT CONTROLS:** DEX shall comply with all laws applicable to its operation, including any insurance and bonding requirements. Customer shall comply with all applicable laws, government regulations and customs of any country to, from, through or over which the Shipment may be carried, including those relating to its packing, carriage or delivery, and shall furnish to DEX complete and accurate information and provide such fully legally compliant documents as may be necessary to comply with such laws and regulations. Customer agrees that it will not engage DEX to transport cargo to any sanctioned or embargoed country or individual, whether or not DEX is engaged to transport such cargo to an end user. Further, Customer represents and warrants that in connection with any transaction handled by DEX it has not and will not engage in any conduct that may implicate the U.S. Foreign Corrupt Practices Act or any other applicable anti-corruption/anti-bribery law.
- 29. SEVERABILITY:** If any provision contained or referred to in this contract may be contrary to mandatory law, government regulations, orders, or requirements, such provisions shall remain applicable to the extent that it is not overridden thereby. The invalidity of any provisions shall not affect any other part hereof.
- 30. NO MODIFICATION OR AMENDMENT UNLESS WRITTEN:** Any attempt by Customer to unilaterally alter, amend or modify these Terms and Conditions shall be null and void. Customer and DEX may agree to alternative terms only in a writing signed by authorized representatives of both parties. No obligation contained herein shall be deemed to have

been waived by DEX unless in writing, and no such waiver shall be deemed a waiver of any other term or condition herein.

31. **FORCE MAJEURE.** DIRECT EXPEDITE, LLC shall not be liable for any loss, damage, delay or failure to perform caused by acts of God, government or civil authority, inclement weather, fires, floods, construction, highway obstruction, traffic, accidents, interstate shut down, public enemy, inherent nature or vice of the cargo, strikes, labor disputes, lockouts, riot, war, or other causes beyond its control.
32. **DISPUTE RESOLUTION AND GOVERNING LAW:** These Terms and Conditions, and the services provided by DEX under them, shall be governed by and subject to the applicable federal law of the United States and by the laws of the State of Tennessee, without regard to the choice-of-law rules of that State or any other jurisdiction. The foregoing notwithstanding, if the carriage involves an ultimate destination or stop in a country other than the country of departure, the Montreal Convention or the Warsaw Convention may be applicable by force of law. In the event of a direct conflict between these Terms and Conditions and a mandatory provision of any such Convention, the terms of such Convention shall control, but only to the extent of such direct conflict. **CUSTOMER AND DEX AGREE THAT ANY CLAIM OR DISPUTE ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, WHETHER UNDER INTERNATIONAL CONVENTION, FEDERAL, STATE, LOCAL, OR FOREIGN STATUTES, REGULATIONS, OR COMMON LAW, SHALL BE BROUGHT EXCLUSIVELY IN THE STATE OR FEDERAL COURTS SERVING FAIRFIELD COUNTY, CONNECTICUT. CUSTOMER AND DEX HEREBY CONSENT TO THE JURISDICTION OF SUCH COURTS.** In the event Customer files an action against DEX, Customer hereby consents to any DEX-instituted transfer of such action to any other venue in which DEX is a party or subsequently becomes a party to an action concerning loss or damage to the cargo that is the subject of Customer's action. Should DEX successfully defend itself in any legal actions brought by any person with an interest in a Shipment, DEX shall be entitled to reasonable attorney fees and litigation expenses.
33. **CARRIER SPECIFIC TERMS AND CONDITIONS**
Upon acceptance of a shipment from DEX, carrier confirms that it is not a Dispatch Service and that a Dispatch Service is not being used in any manner on a DEX Shipment. If it is later revealed that that a Dispatch Service was in any way connected to this shipment, Carrier Authorized DEX to short pay the invoice by \$500 or the quoted amount of the shipment whichever is less.

DEX Requires a signed Rate Confirmation for payment of freight charges. Carriers are advised to read the rate confirmation thoroughly and if not in agreement with the provision contained in the Rate Confirmation to advise DEX of any requested charges for approval. If Carrier picks up the load, and does not sign the agreement, that action will serve as acceptance of the provisions contained in the Rate Confirmation, and carrier agrees to be bound by the Rate Confirmation.

All Pick up and deliveries are to be made in the Local Time Zone. THE RATE CONFIRMATION SHOWS EASTERN TIME ZONE FOR ADMINISTRATIVE AND CONTINUITY AND SIMPLY AS REFERENCE POINT
CARRIER MUST NOT ATTEMPT TO PICK UP OR DELIVER EARLIER OR LATER THAN TIME NOTED ON RATE CONFIRMATION WITHOUT APPROVAL IN WRITING FROM DIRECT EXPEDITE.

Approval from shipper or consignee is not acceptable as a means to make any deviation from the times set forth on the Rate Confirmation. Any changes to the Rate Confirmation Requirements will come only from DEX. CARRIER AGREES TO ALLOW FOR TO 50% REDUCTION OF QUOTED CHARGES IF CARRIER DEVIATES FROM SCHEDULED TIMES LISTED ON RATE CONFIRMATION WITHOUT DEX APPROVAL.

When Team Transit (2 Drivers) is requested, BOTH Drivers must be on site at the shipper and consignee. CARRIER AGREES THAT DIRECT EXPEDITE MAY REDUCE THE CARRIER INVOICE BY FOURTY (40) PERCENT IF BOTH DRIVERS ARE NOT PRESENT.

DRIVER MUST SPEAK FLUENT ENGLISH AND ACCEPT TRACKING APP ON PHONE

THE POD MUST HAVE TIME IN, TIME OUT, DATE, SIGNATURE AND HANDWRITTEN NAME OF CONSIGNEE.

FOR SAFETY AND SECURITY PHOTO OF DRIVER(S) AND TRUCK IS REQUIRED PRIOR TO ARRIVAL AT SHIPPER

DIRECT EXPEDITE REQUIRES CARRIER TO ACCEPT TRACKING SERVICES. IF CARRIER DOES NOT DOWNLOAD OR ACCEPT MOBILE TRACKING APP, CARRIER AGREES THAT DIRECT EXPEDITE MAY REDUCE CARRIER INVOICE BY \$75

WHEN DRIVER IS LOADED AT SHIPPER, DIRECT REQUIRES THAT CARRIER TAKE A PHOTO OF FREIGHT SECURED ON BOARD AND EMAIL TO DIRECT EXPEDITE PRIOR TO DEPARTURE FROM SHIPPER LOCATION - CARRIER AGREES TO REDUCTION OF INVOICE OF \$100 IF PHOTO IS NOT PROVIDED AT TIME OF LOADING

Shipments tendered to carrier unless specifically requested by DEX are for EXCLUSIVE USE TRUCKS. No Comingling of other freight is allowed. - IN THE EVENT THAT CARRIER HAS ADDITIONAL FREIGHT ON TRUCK OR ADDS ADDITIONAL FREIGHT FOR SHIPMENTS NOT TENDERED BY DEX ON THE LOAD, CARRIER AGREES TO RATE REDUCTION OF 50 PERCENT

IN THE EVENT THAT CARRIER DOES NOT PROVIDE SERVICES CONTAINED IN SPECIAL INSTRUCTIONS ON RATE CONFIRMATION (i.e. , NO LIFTGATE, NO STRAPS,

BLANKETS, LOAFBARS ETC), CARRIER AGREES THAT DIRECT MAY REDUCE CHARGES DUE CARRIER BY UP TO 50 PERCENT OF CARRIER QUOTED RATE

For pick up and deliveries to Live Concerts, Sporting Events, trade shows and convention centers, Carrier acknowledges the importance of driver not arriving early or late. In the event that driver picks up or delivers outside a 30-minute grace period, the Carrier agrees to reimburse Direct Expedite for any cost of charges incurred by our customer from the convention services company up to \$5000.

By Accepting the Shipment, Carrier Agrees to reduction of freight charges to cover part or all of the expense. If the Convention Center "Force Charge" is more than the freight charges, carrier agrees to reimburse Direct Expedite via wire transfer, the difference within 24 hours of receipt of charges. This is non-negotiable.

If Carrier DOES NOT agree to these stipulations, Carrier needs to decline the load. We will not accept partial payments, or credit toward future business. 14. Carrier expressly authorizes short payment of invoice when it is determined that circumstances allow carrier approved reduction of charges as listed above. Failure to provide revised invoice does not negate the right of Direct Expedite to short pay the original invoice.

Any unforeseen additional charge for services such as Driver Assist, Inside Delivery, Detention etc MUST be requested via email within 48 hours of pick up or delivery as applicable.

By accepting any shipment from DEX, Carrier confirms that the driver assigned to this shipment is in compliance with CFR 49 391.11(b)(2) and further certifies and confirms that the driver can speak and read the English language sufficiently to converse with the general public, to understand highway traffic signs and signals in the English language, to respond to official inquiries, and to make entries on reports and records

If there are ANY issues regarding the load in transit (i.e., seal tampering, delays, breakdowns, etc) DEX is to be notified immediately to advise the proper course of action. If Direct Expedite is not informed of issues within 1 hour OR if Carrier Provides ANY FALSE information regarding this load, the driver, the carrier company, the driver location, or any other information surrounding this shipment, carrier expressly agrees to a \$500 reduction in quoted charges.

BY ACCEPTANCE OF ANY LOAD FROM DEX, CARRIER CERTIFIES THAT DRIVER HAS SUFFICIENT SERVICE HOURS AVAILABLE TO COMPLETE DELIVERY ON-TIME WITHOUT VIOLATING STATUARY REST GUIDELINES DEFINED BY FMCSA REF 49 CFR, PART 395 HOS AND CARRIER HAS SATISFACTORY SAFETY RATING, AND

PROPER INSURANCE IN PLACE FOR VEHICLE HAULING THIS SHIPMENT - IF SHIPMENT IS DELAYED BECASUE THE DRIVER DID NOT HAVE SUFFICIENT HOURS AVAILABLE AT TIME OF DISPATCH, CARRIER AGREES TO \$300 REDUCTION IN INVOICE CHARGES

34. NOTICE OF DEX ROLE

It is expressly agreed by all Parties in any shipment arranged by DEX that Direct Expedite LLC is licensed by the FMCSA to arrange for transportation services by other authorized Motor Carriers as a Property Broker. Pursuant to the Moving Ahead for Progress in the 21st Century Act, all parties understand that the transportation of the cargo associated with any shipment arranged by DEX will be performed by a 3rd Party motor carrier. By Tendering a load to DEX or by accepting a shipment from DEX all parties acknowledge and approve of the arrangement of this transportation service to be provided by Direct Expedite LLC under its broker authority - MC-387211 - TO BE CLEAR DEXPEDITE EXPRESS IS NOT THE CARRIER ON ANY SHIPMENT