

Carrier must complete all fields below, including any information required in the Appendices.

Carrier Legal Name: _____

Carrier Operating (Doing Business As) Name: _____

Legal Address: _____ City: _____

State: _____ ZIP/Postal: _____

Billing Address (if different from above): _____

City: _____ State: _____ ZIP/Postal: _____

Dispatch/Operations Contact

Phone: _____ Email: _____

Billing Contact

Phone: _____ Email: _____

Claims Contact

Phone: _____ Email: _____

Carrier Broker Agreement

This Agreement is made by and between Hunter Express Ltd. ("BROKER") with FMCSA property broker No. MC - 523475 and _____ ("Carrier") with a valid and existing Registered Motor Carrier with MC No. _____ (authorized under all applicable US laws and regulations). (BROKER and CARRIER collectively referred to as the "Parties"). "Registered" means operated under authority issued by the Federal Motor Carrier Safety Administration or its predecessor entities/agencies, within the U.S. Department of Transportation.

RECITALS:

- A. Broker is organized and existing under the laws of the Province of Ontario and is engaged in the business of freight transportation and logistics, licensed by the Federal Motor Carrier Safety Administration in Docket No. MC- 523475 to engage in operations, in interstate or foreign commerce.
- B. Broker arranges transportation services for various consignors, consignees, motor carriers and/or other third parties (hereinafter individually or collectively "Customer(s)" or "Shipper(s)") across North America.
- C. Broker has the sole and exclusive discretion of whether to offer or assign Services to Carrier, and nothing herein shall obligate Broker to offer or assign to Carrier any specified minimum volume of Services.
- D. Carrier expressly warrants, represents, covenants, agrees and understands that all the warranties, representations, covenants, promises and agreements made by it have been relied upon by Broker and have induced it and/or caused it to enter into this Agreement.

AGREEMENT:

1. **Term of Agreement:** This Agreement begins on the signature page date and continues until cancelled by either party on 30 days written notice or terminated under Section 20.
2. **Carrier's Obligations, Covenants, Representations and Warranties.**
 - (i) As and when notified by Broker, Carrier shall pick-up, transport and deliver freight under this own authority and provide related services to or from Broker's Customers or their consignor(s) or consignee(s) or other locations (the "**Services**").
 - (ii) **Authorities and Licenses; Compliance with Laws.** (a) Carrier is a corporation formed, duly organized, validly existing and in good standing under the laws of _____ (enter Carrier's jurisdiction of incorporation and that it has all the necessary power and authority to make, execute and deliver this Agreement and perform its obligations under this Agreement. The execution and delivery of this Agreement, and the performance by Carrier of its obligations under this Agreement, have been duly approved and authorized by all necessary actions on the part of Carrier); (b) neither the execution and delivery of this Agreement, nor the performance by Carrier of its obligations under this Agreement, constitutes a violation of, or is in conflict with, or will result in a cancellation of or constitute a default under any: (i) term or provision of the organizational documents of Carrier; (ii) order issued by a government agency, administrative tribunal, or court of law; (iii) permit held by Carrier; or (iv) other contract to which Carrier is a party or by which Carrier is bound; (c) Carrier covenants, represents and warrants that (i) it shall provide physical transportation of shipments as a fully qualified motor carrier that holds all required federal, state, provincial, territorial and local laws, statutes, regulations and ordinances (collectively the "**Applicable Law**") and shall at all times comply with all applicable insurance requirements, and will maintain at all times a "Satisfactory" safety fitness rating from U.S. Department of Transportation ("USDOT") or any other authority issuing safety fitness ratings; (ii) If Carrier's safety rating changes at any time during this Agreement's term or if Carrier is sold, merges or dissolves or experiences a change in control of ownership or management, Carrier will notify Broker immediately (within 24 hours); (iii) Carrier will comply with Applicable Law (including obtaining all permits and licenses), and any representations or contractual clauses required thereby will be incorporated by reference or by operation of law in this Agreement. Carrier covenants, represents and warrants that it shall in accordance with Applicable Law: (iv) it shall ensure that all equipment and all loads are in compliance with the environmental standards of any and all jurisdictions on its route and must act in accordance with these environmental standards, including but not limited to the requirements of sections 95300-95312, title 17, California Code of Regulations, if applicable; (v) any deviation from prescribed environmental standards is contrary to Broker's policy and the Carrier shall be solely and independently responsible for any consequence flowing from said deviation; (vi) all equipment provided for the transportation of food or food grade products will comply with the requirements of The Sanitary Food

Transportation Act or any other jurisdiction's equivalent, and that none of the equipment so provided has been or will be used for the transportation of such commodities as pesticides, fungicides, insecticides, garbage, solid or industrial waste, whether hazardous or non-hazardous, or any other item that might adulterate or contaminate food, food products or cosmetics; (vii) Carrier will immediately notify Broker if any equipment is known to be or reported as defective or which is not in compliance with the Applicable Law pertaining to vehicle or highway safety; (d) Carrier is duly and legally qualified and shall provide Service in compliance with Applicable Law relating to: (i) transportation of Hazardous Materials (including the licensing and training of Hazmat qualified drivers to the extent that any shipments hereunder constitute Hazardous Materials; (ii) security regulations; (iii) owner/operator lease regulations; (iv) loading and securement of freight regulations; (v) controlled substances and alcohol testing; (vi) and hours of service regulations; (vii) sanitation; (viii) temperature and contamination requirements for transporting food, perishable and other products; (ix) qualification and licensing and training of drivers; (x) implementation and maintenance of equipment safety regulations; (xi) maintenance and control of the means and method of transportation including but not limited to, performance of its drivers; and (xii) all applicable insurance laws and regulations including but not limited to workers compensation, safety and insurance laws. Carrier agrees to provide proof of compliance upon request by the Broker and (xiii) legislation and related programs designed to protect transportation activities from terrorist attacks, such as *Custom Trade Partnership Against Terrorism* ("CTPAT") and the *Free and Secure Trade* initiative.

- (ii) Broker as Billing Party. Carrier will bill Broker for all Services and Carrier will look exclusively to Broker for payment for Services, unless otherwise agreed by the parties in writing. Carrier will not invoice or take other action, in the event of non-payment, against the Broker's customer, the consignor, consignee or anyone that may have received a benefit from the Services (the "**Customers**") in respect of any Services provided by Carrier, without Broker's prior written consent. Carrier assigns automatically to Broker all rights to collect freight charges from the Customer and relinquishes any and all claims or rights to payment for Services that it may have against third parties.
- (iii) Time of the Essence. Carrier understands that TIME IS OF THE ESSENCE in the pickup, transportation and delivery of individual shipments and agrees that it will provide Services with reasonable dispatch and use all reasonable efforts and due diligence to meet all prearranged pickup and delivery times and will communicate to the Broker any inability to meet such times. In such case, the Broker shall also be entitled in its sole and absolute discretion to avail itself of the services of another carrier to comply with the request for Services. Carrier will pay or reimburse Broker for actual costs resulting from any delay in transportation of a shipment, including storage expenses, alternative transportation costs and equipment use charges.
- (iv) Carrier Remains Responsible for Sub-brokered Shipments or Substituted Services. Carrier may not interchange shipment to a rail carrier, may not permit the shipment to be transported intermodal or otherwise use "substituted services." Carrier agrees that it shall not "broker" or "co-broker" the Services as per this Agreement to another carrier, formed as a corporation, limited liability corporation, partnership, limited liability partnership, sole proprietorship or individual(s). If Carrier sub-brokers a shipment to another carrier (hereinafter "Co-Carrier") or transportation broker or uses substituted services, such as intermodal transportation, (i) Carrier shall be fully liable for any and all cargo loss, damage or delay, and all Losses (as defined below) arising out of such Services, and any and all other obligations hereunder to the same extent that Carrier would be liable if it performed the transportation and related services itself; and (ii) Broker reserves the right to pay for the transportation directly to the Co-Carrier instead of paying Carrier. Broker is responsible to compensate Co-Carrier at the rates as agreed upon with Carrier and any additional claims of payment will be the responsibility of the Carrier. Broker's payment of the sub-brokered transportation provider shall not release Carrier from any liability to Broker under this Agreement. Broker may offset any sums related to claims asserted by Co-Carrier(s) from sums otherwise due to Carrier. To the extent Carrier violates this section, it shall remain liable for any cargo loss, damage or delay as if it transported the freight itself and shall defend, indemnify and hold Broker and its Customer(s) harmless, including attorney fees, from any claims by other carriers or other service providers for alleged non-payment.
- (v) If Broker requests Carrier to transport any shipment required to be placarded under the Department of Transportation (DOT) rules for hazardous materials, the additional provisions in Appendix B, including additional insurance requirements, shall also apply for each and every such shipment.
- (vi) The Carrier further agrees that all representations and warranties agreed upon within this Agreement renew with each shipment.

3. **Independent Contractor:** The relationship between Broker and Carrier shall, at all times, be that of independent contractors. Additionally:
- (i) No term of this Agreement, 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.
 - (ii) Carrier and any of its approved carriers or agents shall employ, pay, supervise, direct, discipline, discharge and assume full responsibility and control over all persons required for the performance of Carrier's duties under this Agreement. Broker has no right to discipline or direct the performance of any driver/and or employee, contractor, subcontractor, or agent of Carrier. Under no circumstances shall Carrier or any of its approved carriers, agents or employees deemed to be or hold themselves out as employees of Broker or Broker's Customer.
 - (iii) 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, preferences, instructions, or information from Broker or Broker's Customer(s) with respect to any shipment at any time.
 - (iv) Carrier agrees that a shipper, consignor, or consignee's insertion of Broker's name as the carrier on a bill of lading is without authorization and in error and shall be for the shipper, consignor, or consignee's convenience only and shall not change Broker's status or liability as a property broker only nor Carrier's status as a motor carrier.
 - (v) Carrier agrees that any driving directions or routing instructions to or from a Customer's location given by Broker are for informational purposes only. It is Carrier's sole responsibility to ensure the directions are appropriate with regard to equipment, route, and safe operation of the vehicle(s).
 - (vi) Carrier assumes and is fully and exclusively responsible and liable for, among others, the payment of the following items: any and all applicable federal, state, and local payroll taxes, taxes for unemployment insurance, pensions, workers' compensation, social security, with respect to each and every person engaged in the performance of its Services. Broker is not liable for any obligations specified above and Carrier shall indemnify, defend, and hold Broker harmless from any claim or liability imposed or asserted against Broker for any such obligations.
 - (vii) Broker reserves the right to track any or all shipments with or without Carrier's knowledge.
 - (viii) Carrier shall have no authority to act on behalf of the Broker to do or say anything that may bind the Broker into a legal relationship or obligation, except to the extent necessary to perform Broker's services under this Agreement or as may be requested by Broker from time to time.
4. **Payment to Carrier:** Broker agrees to compensate Carrier, provided that the Carrier is not in default of any provision of this Agreement, under the terms of this Agreement for its Services, at a rate mutually agreed upon in writing or by electronic means, and as contained in the Broker's carrier confirmation sheet.
- (i) Carrier agrees that none of its rates, tariffs, charges and/or similar documents shall apply to the Services rendered hereunder, unless such rates, tariffs, charges or similar document are expressly incorporated into this Agreement, or into a Load Confirmation by a signed writing other than a bill of lading, receipt, or similar shipping document.
 - (ii) All amounts owed to Carrier shall be considered net of indebtedness of Carrier and its affiliates/subsidiaries to Broker and its affiliates/subsidiaries. Broker may withhold payment and offset against any compensation owed to Carrier, any amounts owed to Broker whether or not arising under or pursuant to this Agreement or other agreements not connected with this Agreement, whether arising in tort, whether liquidated or not, whether adjudicated or un-adjudicated related to (a) on any occasion when a shipment tendered hereunder is lost, damaged, or delayed in transit; (b) to compensate for damage to Broker's equipment and any other property damage; (c) to satisfy any unpaid debt owed by Carrier to Broker; or (d) to satisfy any un-reimbursed advance made to Carrier, or on its behalf. Withholding and offsetting of compensation shall not allow, permit, or entitle Carrier to seek payment from Broker's customers, beneficial owners, shippers, consignees, or any other third party. Broker may offset any amounts without notice to Carrier and Broker may at its sole discretion, hold any and all payments until such obligations are resolved. Carrier shall remain liable for any remaining indebtedness which may exceed the amounts against which the Broker may set-off.

- (iii) Unless otherwise agreed in writing between the Broker and Carrier, at no time and under no circumstances shall Carrier acquire any interest in the goods handled by the Carrier in its provision of Services hereunder. Notwithstanding any other clause to the contrary, Carrier agrees to immediately release the goods to the Broker upon demand.
 - (iv) Carrier shall submit all invoices within 30 days after the delivery date. Invoices received by the Broker more than 30 days after the delivery date of Services that are performed will not be accepted for payment.
 - (v) Broker shall have no obligation to pay any amounts for shipments brokered to Carrier for invoices received after 30 days from delivery date. Carrier expressly waives any right to or claim for payment for such charges after 30 days.
 - (vi) Carrier shall apply the Broker's payment to the amount due for the specified invoice, regardless of whether there may be earlier unpaid invoices.
 - (vii) Carrier may submit claims for any erroneous, under, over, or duplicate payment for 60 days following date of payment. Inquiries or claims for non-payment that Broker receives more than 60 days after such invoices are due and payable to Carrier will not be investigated, researched or paid.
 - (viii) **Proof of Delivery(ies) must be received within 48 hours after delivery, and must be signed.**
 - (ix) Lumper receipts must be received within 24 hours of delivery.
 - (x) Shippers Bill of Lading is required when Carrier is picking up a shipment.
 - (xi) Custom documents are required when Carrier is crossing international border.
 - (xii) Broker agrees to pay Carrier's invoice after **sixty (60) days** of receipt of the bill of lading and proof of delivery, provided Carrier is not in default under the terms of this Agreement.
 - (xiii) This Section 4 shall survive termination of this Agreement.
5. **Liability for Losses:** Carrier expressly warrants, covenants, promises, agrees and represents to Broker that upon the tender of any shipment to the Carrier pursuant to this Agreement, it shall be solely and exclusively liable for all losses and/or damages while the said shipment is in the possession, custody and/or control of Carrier or in any way resulting from any delay in delivery of the shipment. Any and all losses and/or damages claims to and for goods are to be paid to Broker whether directly by Carrier or by an insurance company providing liability and/or property damage insurance coverage to Carrier. Damage can include claims for diminished value and/or loss of sale. Upon occurrence of any freight loss or damages, or loss or damage to Broker's Equipment, Broker reserves the right to offset the losses immediately against all amounts outstanding to Carrier. If Carrier or its insurance company satisfies the losses or damages in full, Broker agrees to pay back all amounts deducted to offset the losses or damages, except any interested incurred during such time.
6. **Insurance:** At all times during the term of this Agreement, Carrier shall obtain and maintain in effect the following types and amounts of insurance coverage from reliable insurance companies having an AM Best rating of A-VII or better:
- (i) Before the first shipment is tendered under this Agreement, Carrier shall obtain, and thereafter maintain at all times during the term of this Agreement, at its own expense, the following minimum insurance coverage, **naming Broker as an additional insured and certificate holder:** (a) **Cargo Liability: Minimum US\$250,000 per occurrence;** (b) **Public and General Liability: Minimum US\$1,000,000 per occurrence or minimum of US\$3,000,000 per occurrence if dangerous goods are hauled;** (c) **Automobile Liability: Minimum \$1,000,000 per occurrence;** (d) **if refrigerated products require a refrigerated unit reefer breakdown: Minimum US\$100,000 per shipment;** (e) **Workers' Compensation which complies with all applicable provincial or state requirements;** and (f) **if applicable, any BMC-32 and MCS 90 Endorsements to its cargo insurance policy, in the form required by the FMCSA.**
 - (ii) Carrier shall provide current certificates of the foregoing insurance to Broker before the first shipment is made

under this Agreement, and, if requested, copies of the underlying policy(ies), naming Broker as an additional insured party to Carrier's insurance policy.

- (iii) At any time during the term hereof, Broker may request, and Carrier shall provide suitable proof of insurance coverage policy(ies). Such policy(ies) shall not be canceled or changed in form without at least thirty (30) days written notice to Broker.
- (iv) Broker may terminate this Agreement immediately in the event the aforementioned policy(ies) are cancelled or materially changed.
- (v) Except as specified below, all insurance policies shall comply with the minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory federal and/or state agency. Carrier's insurance coverage shall not exclude: (i) **coverage for loss from an unattended vehicle or from a trailer detached from the power unit, theft or other criminal acts of Carrier's employees and/or drivers;** or (ii) **any claim, loss, injury, damage, or liability related to transportation of hazardous materials, loading or unloading operations, or specific classes or kinds of goods, and Carrier shall not invoke any such exclusion in order to avoid liability, responsibility, or obligation, arising hereunder.**
- (vi) Carrier will indemnify and hold Broker harmless from any claim for insurance premium or any claim by an employee, driver or agent of the Carrier for injuries sustained in the ordinary course of business.
- (vii) Carrier accepts responsibility to notify any premium finance company and insurance broker of Hunter Express Ltd.'s interest in its insurance policy. Any change in or lapse in insurance policy does not void Carrier's responsibility as per this Agreement. Broker shall be notified by Carrier or its respective insurance broker of any changes or cancellation to Carrier's insurance policy with at least 30 days advance notice.
- (viii) To the extent that statutory workers' compensation insurance coverage is available to Carrier under the laws of Carrier's place of domicile, Carrier agrees to not opt-out and obtain such coverage, at Carrier's sole expense, to cover all employees of Carrier who operate equipment under this Agreement.
- (ix) Carrier shall pay all deductible amounts under any applicable insurance policies. Upon request by Broker, Carrier shall provide a complete copy of all applicable policies along with any exclusions, exemptions, or riders that are not depicted in the governing certificate of insurance. In addition, by signing this Agreement, Carrier expressly grants Broker the authority to obtain an actual copy of the policies in effect at the time of any loss directly from Carrier's insurance company(ies), and further authorizes its insurance company or companies to release to Broker any and all of Carrier's insurance policies requested by Broker. In the event any issues arise with respect to Carrier's insurance company(ies), Carrier agrees to cooperate to the fullest extent possible with Broker to obtain such information or facilitate communication. Carrier grants Broker the equal right to contact and communicate directly with its insurance company.
- (x) Carrier must utilize vehicles that carry the above specified limits, and that are licensed, identified, and insured under Carrier's own name and insurance policies. Carrier is fully liable for any loss or damage not covered by insurance and agrees to indemnify and hold harmless Broker and its Customer(s) from and against any such loss or damage regardless of the vehicle used for any shipment tendered by Broker.

7. **Carrier Safety:** Carrier expressly warrants, covenants, promises, agrees and represents to Broker, upon the tender of each shipment to the Carrier, as follows (and acknowledges that Broker is entering into this Agreement in reliance upon the following statements):

- (i) If Broker may from time to time provide Services pursuant to this Agreement in the United States of America, it must hold a valid USDOT Number.
- (ii) If Carrier may from time to time provide Services pursuant to this Agreement in the United States of America, Carrier holds a valid and active operating name under an interstate operating authority issued by the U.S. Department of Transportation, and Carrier expressly warrants and represents to Broker that such operating authority is valid and in good standing, and has never been suspended or revoked.
- (iii) Carrier has all of the required and appropriate federal, state and/or local authority to engage in the business of

hauling and/or transporting goods and that it has the necessary knowledge and experience to perform its obligations under this Agreement in full compliance with Applicable Law.

- (iv) Carrier has and shall maintain a carrier safety rating of SATISFACTORY, or better, in all of the jurisdictions that issued the motor carrier safety registrations.
- (v) Carrier will notify Broker promptly in writing of any: (a) interventions by the relevant authorities of the jurisdictions that issued the safety fitness certificates; and (b) pending changes to Carrier's carrier safety rating in any jurisdiction, and any actual or threatened investigations about, or suspensions of, any NSC Safety Fitness Certificate held by Carrier, or Carrier's USDOT number if any.
- (vi) All of Carrier's drivers hold valid commercial driver's licenses, and none of their commercial driver's licenses has ever been revoked and/or suspended by any national, federal, provincial, state, territorial and/or local administrative and/or judicial entity; and Carrier expressly warrants, covenants, promises, agrees and represents that its personnel, including but not limited to drivers, are fully compliant with or are made aware of at all times all Applicable Laws.
- (vii) Carrier shall: (a) have full control and assume sole responsibility of its personnel, employees, agents, and drivers, including all subcontractors; (b) perform the Services as an independent contractor of, and not an agent or employee of, or joint venture, or partner with Broker; (c) assume complete responsibility for all salaries, commissions, municipal, provincial, federal, foreign and domestic taxes or contribution to taxes, assessments, insurance (including but not limited to, workers' compensation, unemployment compensation, disability, pension and social security insurance and any foreign equivalent) and any other financial obligations arising out of the Services provided under this Agreement or with respect to the persons engaged in the performance of the Services under this Agreement; and (d) comply with all applicable rules, laws and regulations related thereto.
- (viii) Carrier Moving Perishables: Carrier warrants that the Carrier will inspect or hire a service representative to inspect a vehicle's refrigeration or heating unit at least once each month. Carrier warrants that they shall maintain a record of each inspection of refrigeration or heating unit and retain the records of the inspection for a least one year from the date of inspection. Copies of these records must be provided upon request to the carrier's insurance company and Broker.
- (ix) Carrier warrants that they will maintain adequate fuel levels for the refrigeration or heating unit and assume full liability for claims and expenses incurred by the Broker or the shipper for failure to do so. The Carrier must provide their cargo insurance carrier with all records that relate to a loss and permit copies and abstracts to be made from them upon request. The following rules shall apply: (a) Destination market value for lost or damaged cargo, no special or consequential damages unless by special agreement; (b) Claims will be filed with Carrier by Shipper; (c) claims notification procedures will be followed.
- (x) Carrier shall bear the costs and expenses of all fuel, oil, tires, parts, road services, maintenance, replacements and repairs, licenses, taxes, and tolls in connection with the use and operation of the equipment and which may be required to keep the equipment in good repair and mechanical condition. Broker will not be liable to Carrier for any damage or loss sustained by or to Carrier's equipment or for loss by seizure or Carrier's equipment by any Public authority.

8. Carrier's Cargo Liability and Claims:

- (i) Carrier shall have sole and exclusive care, possession, custody and control of each shipment tendered by Broker from the time of pick-up until completion of delivery of the shipment to the consignee.
- (ii) Carrier shall be liable to Broker's customer, or to Broker, as assignee of the claim, for loss or theft of, and damage to shipments, and for delayed deliveries.
- (iii) Without limiting the generality of the foregoing and without prejudice to any remedy available to the Shipper, in the event of damage or loss of goods in the course of the Services, the Carrier will have to pay as direct liquidated damage and interest with regards to the loss or damage of the said goods, the sale price of the goods lost or damaged under this Agreement Services as indicated on any invoice or purchase form sent to the Broker's

customers for the type and quantity of goods lost or damaged, in addition to any taxes, penalties, royalties and other taxes that the Broker may have to pay or may be required to pay in relation with the said goods, or with the manufacturing, storage, distribution, transport or sale of the shipment.

- (iv) Carrier shall not be liable for loss, damage, or delay caused solely by Force Majeure, or the sole negligence of Broker, or its customer, in which case Carrier shall have burden of proving applicability of the exception.
- (v) The limit set by Carrier's cargo insurance policy shall not limit or be deemed to limit Carrier's liability on any shipment accepted hereunder.
- (vi) Broker or its customer shall file a written claim: (a) for loss, theft or damage to shipments, and (b) for delay (or non-delivery) within sixty (60) days following the delivery of the goods or, in case of non-delivery, within nine (9) months from the date of shipment. Broker or its customer shall supply any claim with pertinent documents, but failure to supply such documents shall not affect the validity of the claim. Within thirty (30) days of receiving a claim from Broker or its customer for loss, theft, damage, or delay, Carrier shall pay or deny the claim (in which case the reasons for denial shall be fully explained).
- (vii) In the event that branded or labeled goods are damaged, Broker's customer may decide, in its sole discretion, whether the goods may be salvaged, and if salvageable, the value of such salvage. Any salvage receipts shall be deducted from the amount of the claim against Carrier. If Carrier pays the full, actual value of the damaged goods and requests possession of the goods for salvage, then customer shall have the right to remove all identifying marks or labels.
- (viii) This Section shall survive termination of this Agreement.

9. **Non-owned trailers:** If Carrier is required to haul one or more trailer(s) that is owned by Broker or one of its customer's (the "**Non-owned Trailer**"), the following trailer interchange terms will apply:

- (i) Carrier must: (a) inspect the Non-owned Trailer upon taking possession of same; (b) complete and sign the inspection report; and (c) send same to Broker by email at maintenance@hunterexpress.ca. If any defects are found, Carrier is responsible to provide pictures and other proofs to Broker before taking possession of the Non-owned trailer. If Carrier fails to provide the pictures and other proofs to Broker before taking possession of the Non-owned trailer, then Carrier will be responsible for the cost of repairs.
- (ii) Carrier shall not use the Non-owned Trailer for any purpose other than the carrying out of the Services as per this Agreement. Carrier shall not permit the Equipment to go out of its possession without proper authorization of Broker and then only to the extent of said authorization. Carrier shall, in any event, be responsible for the safe and timely return of such Non-owned Trailer at the origin of possession or an alternate return location as authorized in writing by Broker. In the event the trailer is not returned at the authorized location, Carrier will be responsible for any and all costs associated with repositioning that trailer.
- (iii) Carrier acknowledges that trailers provided by Broker to Carrier are in sound mechanical and structural condition, clean, dry, and suitable for accepting the load and transport of any shipment. By taking possession of Broker's trailer, Carrier accepts and acknowledges the condition of the trailer and Carrier shall return the trailer(s) to Broker in substantially the same condition they were in at the time Carrier took possession, subject to ordinary wear and tear. Carrier shall be liable for all damages to any trailer beyond ordinary wear and tear, regardless of cause, including any excess wear or damages to tires. In addition, Carrier shall be liable for all labor, drayage, maintenance, mileage, storage, or other charges incurred in connection with the trailer which arise as a result of the loss or damage suffered while in Carrier's possession. Carrier acknowledges that during its possession of any and all Non-Owned Trailers, Carrier is responsible for ensuring compliance with all state and federal laws pertaining to safety and maintenance of such trailers, including the completion of any inspections and preventative maintenance checks. Carrier shall return all trailers to Broker by the delivery date set by Broker at the time of shipment. In the event any trailer is not returned in a timely manner by Carrier, Carrier shall be liable to Broker for damages in the amount of US \$50.00 per day per dry-van and US \$150.00 per day per reefer, for each day the trailer is not returned. Carrier and Broker acknowledge the damages which would be suffered by Broker in the event a trailer is not timely returned would be difficult to ascertain, and that the charge of US \$50.00 per day is a reasonable estimate of the damages that are likely to be incurred by Broker as a result of Carrier's breach of this Section.

- (iv) Prior to taking possession of the Non-owned Trailer, Carrier must provide Broker with an insurance certificate attesting that it maintains proper insurance coverage for the Non-owned Trailer, such as a QEF-27 endorsement or other similar endorsement having the same coverage.
- (v) Carrier hereby releases and agrees to defend, hold harmless and indemnify Broker, the owner of the Non-owned Trailer and their respective insurers from and against any and all loss, damage, liability, cost or expenses suffered by any of them and arising out of the Carrier having care, custody, power, control or possession of the Non-owned Trailer during the performance of any transport movement.
- (vi) Carrier shall not haul waste materials of any type, radioactive materials, or any other materials which may contaminate the interior of the Non-owned Trailer, be considered HAZMAT in nature, or otherwise damage the Non-owned Trailer unless expressly authorized in writing by Broker.
- (vii) In the event that the Non-owned Trailer is damaged by Carrier, Carrier shall repair and restore the Non-owned Trailer to the condition in which it existed when the Carrier took possession of said trailer. If the apparent cost of repairs exceeds \$200.00 US, the written consent of Broker's Maintenance Department must be obtained by the Carrier before it undertakes repairs to be made. All repairs must be made to the satisfaction of Broker. Any improper repairs will be corrected by Broker, and re-billed to, and paid by the Carrier. In the event that damages occur, and Carrier is unwilling to undertake the required repairs, Broker shall deduct the cost of repairs from the invoices due to Carrier, in order to bring the Non-owned Trailer back to original condition.

10. **Prohibiting Alcohol and Drug Use:** In respect of any drivers who may be engaged by Carrier for the provision of Services within or through the United States of America from time to time, Carrier expressly warrants, covenants, promises, agrees and represents that: (a) each such driver is in compliance with 49 C.F.R. §382, and that no such driver has ever tested positive for alcohol and/or or controlled substances; (b) Carrier conducts random testing for alcohol and/or controlled substances of its drivers in accordance with 49 C.F.R. §382.305 and reasonable suspicion testing of its drivers in accordance with 49 C.F.R. §382.307. It is expressly understood and agreed upon that the failure of the Carrier to comply with the provisions of this paragraph to this Agreement shall constitute a breach of the Agreement and Broker in its sole and absolute discretion is free to immediately cancel this Agreement.

11. **Restrictive Covenant:** For purposes of this Section, "Customer" shall include, in addition to the parties identified elsewhere in this Agreement, any individual, business, or other entity for whom Broker has provided its services through the Carrier within the 24 month period preceding the date of termination of this Agreement.

- (i) Carrier agrees not to contact Broker's Customers, shippers, consignees or any other party other than Broker concerning this Agreement, the Services to be provided under this Agreement and/or payment related matters.
- (ii) Carrier expressly warrants, covenants, promises, agrees and represents that it is expressly prohibited for a period of 6 months after the termination of this Agreement from directly and/or indirectly soliciting, or attempt to solicit, contracting with any Customer, shippers or consignees on shipments that were done by the Carrier through the Broker in the 24 months preceding the date of termination of this Agreement.
- (iii) Carrier shall not contact Broker's employees, drivers, contractors, agents or any of its representatives during the term or after the termination of this Agreement with the intent to directly and/or indirectly solicit or employ, attempt to solicit or employer to contract any business or work with.
- (iv) Both parties agree that all of their financial information and that of their Customers, but not limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected and/or paid, freight volume requirements, customer shipping or other logistic requirements shared or learned between parties, as well as name and contact information of customers, shippers, consignees, contractors, agents, drivers, etc. shall be treated as confidential (hereinafter "**Confidential Information**"). All Confidential Information shall not be disclosed or used for any reason without written consent. If confidentiality is breached, the parties agree that the remedy at law, including monetary damages and injunctive relief restraining the violating party from further violation of this Agreement.
- (v) In addition to any other rights and/or remedies available to Broker for breach of this provision of this Agreement,

Broker shall be entitled to liquidated damages equal to the average two years of gross income generated by the Broker from the Customer to whom the breach relates. The parties agree that the damages estimated are reasonable, given the Broker's potential loss of business and relationship, and the Carrier waives any defense or argument that the liquidated damages are not reasonable or constitutes a penalty. Carrier expressly warrants, covenants, promises, agrees and represents that it will produce and/or make available all those documents requested by Broker, its agents, servants, employees, attorneys and/accountants deemed necessary by Broker to calculate the damages. Such documents shall include, but are not limited to, contracts, bills of lading, receipts, deposits, bank statements, cheques and/or Carrier's financial records of any kind. Payment of the liquidated damages amount shall be made within 15 days of demand by Broker to Carrier. Within 30 days following written request by Broker, Carrier shall reimburse Broker for all attorneys' fees, accountants' fees court costs and other costs incurred for seeking the consented liquidated damages set forth hereinabove.

- (vi) In the event confidentiality is breached, Broker and Carrier agree that remedies at law, including monetary damages, may be inadequate and that Broker shall be entitled to an injunction or other equitable remedy restraining Carrier from further violating this Agreement. This remedy shall be in addition to all other remedies, at law or in equity, to which Broker may be entitled. Should Broker prevail on any such claims at law or in equity, whether under this Section or any other Section of this Agreement, Broker shall be entitled to recover all costs and expenses incurred, including but not limited to its reasonable attorney's fees.
 - (vii) Carrier agrees not to make any disparaging, negative or defamatory comments about Broker, including any relating to Broker's business, its employment and business practices, or its directors, officers, employees, representatives or agents, whether written, oral or electronic. In particular, Carrier agrees not to make any public or private statements, including, but not limited to, press releases, statements to journalists, employees, and prospective employers, interviews, editorials, commentaries, speeches or conversations, that: (a) disparage or may disparage Broker, its business or its business practices; (b) are critical of Broker, its business or its employment practices; or (c) would cast Broker, its business or its employment practices in a negative light. In addition to the confidentiality requirements set forth in this Agreement and those imposed by law, Carrier further agrees not to provide any third party, directly or indirectly, with any documents, papers, recordings, e-mails, internet chats or postings, or other written or recorded communications referring or relating to Broker's business, that would represent or support, directly or indirectly, any disparaging, negative or defamatory statement, whether written or oral.
 - (viii) In the event of a breach of any provision of this Section by Carrier, Broker shall be entitled to recover, in addition to any other remedies to which Broker may be entitled at law or in equity, its reasonable attorney's fees incurred as a result of Carrier's breach.
12. **Indemnification:** Carrier warrants, covenants, promises, agrees and represents that it shall indemnify, save, hold harmless and defend Broker, its directors, officers, employees, contractors, customers and agents, without disclaimer and/or reservation, from and for any and all payments, expenses, costs, losses, damages, injuries, (including death), judgements, interest, awards, fines, penalties, attorneys' fees and from any and all claims and liability(ies) resulting from any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, or investigation or any national, civil, criminal, administrative, regulatory or otherwise, whether at law, in equity, or otherwise, losses and/or damages to property and/or injuries to persons occasioned wholly, or in part by or resulting from any acts and/or omissions by Carrier and/or Carrier's employees, drivers, agents, contractors, and/or representatives or for any cause or reason whatsoever arising out of, occasioned by or resulting from any Services provided and/or to be provided by Carrier pursuant to this Agreement. Claims and liabilities in this section are not limited to workers compensation claims arising out of Carrier's performance or failure to perform under this Agreement and not limited to cargo loss and damage, theft, delay, damage to property and bodily injury and/or death.
13. **Choice of Law, Jurisdiction and Venue:** This Agreement shall be construed and/or interpreted in accordance with and be governed by the laws of the Province of Ontario, Canada applicable therein. Carrier expressly warrants, covenants, promises, agrees and represents that it hereby consents to the jurisdiction of the Courts of the Province of Ontario for any and/or all legal proceedings directly and/or indirectly arising out of, pertaining to and/or relating in any way to this Agreement. Carrier expressly warrants, covenants, promises, agrees and represents that any and/or all legal proceedings directly and/or indirectly arising out of, pertaining to and/or relating to this Agreement shall be venued in the Superior Court of Ontario.

14. **Counterparts:** This Agreement may be executed in one or more counterparts, and may be delivered by fax or other electronic means, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.
15. **Notices, Delays, Accidents etc.:** Carrier shall notify Broker immediately in writing of any accidents, spills, theft, hijacking, or other events that impair the safe and prompt delivery of the goods in its control. Carrier shall immediately notify Broker by telephone, or email of any refused or "on-hand" freight and request additional instructions regarding delivery or storage of the "on-hand" goods. Such notice by Carrier shall be immediately stating the amount, date and time storage charges will begin to accrue, if any. Carrier must also provide to Broker any police reports within 24 hours.
16. **Consent to Electronic Communication:** Any and all notices required under this Agreement to be given by either party to the other can be delivered by electronic means to the email address of each of the parties as set out herein in this Agreement. The Party receiving the electronic transmission shall immediately without delay confirm receipt. An automatic "delivery receipt" shall suffice in the absence of a party confirming receipt. Service by email shall be deemed effective on the date it is made provided it is made before 4 pm. If made after 4 pm, it shall be deemed to be made on the next business day. In the case of Notice to the Broker, it shall be sent as follows:

Hunter Express Ltd. email ID - claims@hunterexpress.ca

In case of Notice to the Carrier it shall be given as follows:

Carrier Email ID: _____

The parties consent to the execution of documents through ADOBE SIGN or other similar software. The Parties accept any future changes to these documents that may be delivered electronically to each other. By consenting to conduct transactions and receive disclosures and notices electronically, the Carrier agrees to provide the Broker with all information necessary to communicate electronically. The Carrier agrees to keep the email ID and account information current at all times and notify each other immediately if it changes. The Carrier further agrees to continue to have (or have access to) the minimum hardware and software required to access the electronic communication and receive the electronic notices.

17. **Entire Agreement:** This Agreement including the attached Appendices shall constitute the entire agreement between the Parties and supersedes all prior oral or written representations and agreements, wither express or implied, with respect to the subject matter hereof. No representative, agent, servant and/or employee of Carrier and Broker has been authorized to make any representations and/or promises beyond those contained herein and/or to vary, alter and/or modify the terms and/or conditions herein contained. No additions, changes and/or modifications, renewals and/or extensions to this Agreement shall be binding unless reduced to writing and signed by Broker and Carrier.
18. **Warranty of Signatory.** The signatory for Carrier below ("Signatory") represents and warrants to Broker that it has been duly authorized and has the full power and authority to bind Carrier to this Agreement and the obligations of Carrier set forth herein. Signatory and Carrier, and each of them, represent and warrant that all requisite corporate governance actions necessary to authorize Carrier to enter into this Agreement and to perform its obligations hereunder have been taken, that the joinder of no other person or entity other than Carrier is necessary to the execution and delivery of this Agreement, that the consummation of the transactions contemplated herein will not conflict with or result in a breach, with or without notice of the passage of time, or both, of any of the terms or provisions of, or constitute a default under any agreement or instrument to which Carrier is a party. Signatory and Carrier shall each be jointly and severally liable for the obligations hereunder and any breach of any of the warranties or representations under this paragraph, and each shall be responsible for all costs and damages, including reasonable attorney's fees, arising out of any such breach.
19. **Language:** It is the express wish of the parties that this Agreement and any related documents be drawn up and executed in English.

Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

Las partes acuerdan que redactarse el presente acuerdo y todos los documentos relacionados y firmaron en Inglés

20. **Termination:** This Agreement may be terminated without cause by either party upon thirty (30) days' notice in writing to the other party. This Agreement may be terminated by mutual consent of the Parties in writing at any time during the term of this Agreement.
21. **No Minimum Volume Commitment:** Broker upon each request for Services makes no representation, warranty, covenant or promise whatsoever that it will provide Carrier with any given volume of work or level of revenue. Broker does not guarantee that any specified minimum number of shipments will be made available for shipment by Carrier.
22. **Confidentiality:** The Broker and Carrier shall keep in confidence and not disclose to any third party the terms of this Agreement that are specific to the Carrier and to the Broker. The Broker and Carrier may disclose confidential information to the extent required by law, to the extent necessary to provide substituted service that may be authorized by this Agreement or to its lawyers and accountants to the extent of necessary to enforce this Agreement and to assess the accuracy of invoices. The Parties may disclose the terms of this Agreement to the extent required by law, subject to any applicable protective order.
23. **Limitation Period for Disputes:** No Arbitration or other proceeding as permitted by this Agreement may be commenced by the Carrier against the Broker related to, arising from or in any way connected to the business relationship created by this Agreement, unless commenced within 90 days of the date that the Carrier knew or ought to have known that it had suffered damages as a result of any action or inaction of the Broker. This provision shall have the effect of reducing the applicable statutory limitation period for any claims by the Carrier against the Broker to 90 days limit as described above. To the extent permitted by law, the expiration of the 90 days shall operate as a complete bar and absolute defense to any such arbitration or other proceeding.
24. **Good Faith:** The Broker and Carrier agree that they shall carry out the terms of this Agreement in good faith.
25. **Contra Proferentem:** The signatories to this Agreement acknowledge and confirm that this Agreement has been reviewed by each of them and their professional advisors and that they have had the opportunity to freely negotiate and request revisions. If there is any ambiguity in any of its provisions, the signatories to this Agreement agreed that the principle of contra proferentem shall not apply.
26. **Severability of Agreement:** If for any reason any term, covenant or other provision of this Agreement is to any extent held or rendered invalid, unenforceable or illegal, then such term, covenant or provision (a) shall be deemed to be independent of the remainder of the Agreement and severable and divisible therefrom and its invalidity, unenforceability or illegality shall not affect, impair or invalidate the remainder of the Agreement or any part thereof.; and (b) shall read down to the extent necessary to be applicable and enforceable to the fullest extent permitted by law against any person and circumstance other than those to which it has been held or rendered invalid, unenforceable or illegal.

IN WITNESS WHEREOF the parties have hereto caused these presents to be executed as of

_____, 20____.

Broker: Hunter Express Ltd.

Carrier: _____

1940 Steeles Ave E

Address: _____

Brampton, ON L6T 1A7

Name: _____

Name: _____

Sign: _____

Sign: _____

APPENDIX A**Carrier Obligation's – Freight Pick-Up, Delivery and Loading Instructions**

At the time of each pick-up of cargo, Carrier will cause its driver(s) to (a) obtain and verify that the bill of lading or other documentation and the trailer or container provided at point of origin are consistent with the shipping instructions provided by Broker and with the shipment presented, (b) verify that the seal is unbroken and match the physical seal number on the equipment with seal number on the bill of lading or other shipment documentation or if there is no seal, apply a seal if so instructed by Broker, and (c) perform any Transportation Services noted in the documentation, including carrier count services, carrier loading and/or blocking or bracing services. If Broker has arranged for Carrier to provide carrier count services, Carrier will be responsible for properly and accurately counting the cargo and for any discrepancy between the cargo count at origin and the count at destination where the seal is intact at destination. If Broker has arranged for Carrier to provide carrier load and/or blocking and bracing services, Carrier will be responsible for causing all equipment used for Transportation Services to be properly loaded and/or blocked and braced appropriately in accordance with industry standards for the intended mode of transportation. Unless the shipment is tendered on a "shipper load and count basis", Carrier will cause its Carrier Representative to inspect the cargo and its loading, blocking and bracing to ensure that the cargo can be safely transported without damage. Unless the Carrier Representative or other person notes that the shipment is tendered on a "shipper load and count" basis on the bill of lading, the shipment will be deemed to have been tendered on a carrier load and count basis. Carrier shall comply, and shall cause each Carrier Representative to comply, with all safety and security rules, requirements and procedures of each consignor and consignee while on its premises.

At the time of each delivery of cargo, Carrier will cause its Carrier Representative to obtain an acknowledgement of delivery by causing a representative of the consignee to sign and date the bill of lading or other delivery receipt and to verify that the seal number noted on the bill of lading matches the seal number affixed to the equipment delivered to that consignee. Seal numbers shall be noted on all delivery receipts to shippers for all shipments received, and on all proofs of delivery signed by consignees for shipments delivered.

Carrier and its representatives and drivers represent and warrants that a seal is placed at on all shipments at the shipper/pick-up location and seal # is noted on the bill of lading. It will be carrier's full responsibility that the same seal is maintained through transit until final delivery. Should the seal be broken at any time prior to final delivery, Carrier will be responsible to notify Broker immediately, Broker reserves the right to hold payment on Carrier's invoices pertaining to any rejected loads by Customer as a result of tampered, damaged or broken seals, or otherwise, and Carrier will be responsible for any claim(s) set forth by Broker and any of its customers. If the consignor of the shipment does not record the seal number on the Bill of Lading then it is Carrier's responsibility to do so. A shipment delivered without a seal number recorded on the Bill of Lading may be treated by Broker and/or its customers the same as a shipment with a broken or missing seal, regardless of the physical presence or absence of a seal on the trailer. Carrier shall deliver all sealed trailers with the original seal intact. If an original security seal is broken by a regulatory person (i.e. scale personnel, police, border personnel, etc.), a replacement security seal must be placed on the door or hatch originally opened. In addition, the circumstances around the seal removal and the new seal number must be documented on the Bill of Lading along with the regulatory person's name and identification or badge number. The original broken seal must be retained and provided to the consignee/receiver of goods to compare against the Bill of Lading. A broken or missing seal or discrepancy in the seal number on the trailer versus the one recorded on the Bill of Lading may result, at Broker's sole discretion, in the rejection of the entire shipment and the requirement that the entire shipment be destroyed and no salvage allowed. In such event Carrier shall pay Broker the value of the shipment, less a reasonable salvage allowance, to be determined solely by Broker. On multiple delivery loads, the Carrier and its driver is responsible to collect from shipper and to affix the seal for the next delivery as listed on the specific Bill of Lading for that destination. Prior to leaving each location the Carrier and its driver is responsible for confirming that the seal matches with the Bill of Lading to the next location and contacting authorized personnel at the shipper's location if the two do not match. It is the Carrier and its driver's responsibility to ensure that seal integrity remains intact from point to point as stated above. Drivers may not accept unsealed loads, and in doing so means that the Carrier and its driver accepts full responsibility/liability for its contents.

Upon Broker's request, Carrier will promptly provide Broker with any bills of lading, proofs of delivery, freight bills and other shipping documents. Carrier will retain copies of all bills of lading, PODs, freight bills and other shipping documents as required by 49 C.F.R. § 379.

APPENDIX B

HM - 1

[FOR CARRIER'S PROVIDING TRANSPORTATION OF HAZMAT ONLY]

CERTIFICATE OF COMPLIANCE

HM-232 - Security Requirements for Offerors and Transporters of Hazardous Materials

The undersigned ("Carrier"), a motor carrier providing transportation and related services of hazardous materials to Hunter Express Ltd. ("Broker"), an intermodal marketing company and freight broker, and Broker's customers, verifies to Broker that Carrier has and will continue to comply with all federal, state, provincial and/or local laws and regulations applicable to its operations, including but not limited to those governing transportation of hazardous materials. Specifically, Carrier certifies that it has complied with all applicable requirements of Docket No. RSPA-02-12064 (HM-232) of the Department of Transportation Hazardous Materials Regulations (HMR), including the following:

1. Carrier has adopted a written in-depth security plan to address personnel security, unauthorized access and en route security of hazardous materials;
2. Carrier operates in compliance with that security plan;
3. Carrier has provided in-depth security training to each of its hazmat employees regarding the security plan, including Carrier's security objectives, specific security procedures, employee responsibilities, actions to take in the event of a security breach and organizational security structure;
4. Carrier will provide recurrent general security awareness training to all hazmat employees as required by law regarding security issues associated with hazardous materials transportation, possible methods to enhance transportation security and methods to recognize and respond to possible security threats;
5. Carrier will refuse to provide Transportation Services to any commodity that Carrier is not properly licensed, qualified or certified to transport and will inform Broker of its refusal. By accepting a shipment, Carrier warrants that it is licensed, qualified, and certified to transport the shipment and has the insurance required by 49 CFR 387.7 and 387.9 (or successor regulations thereto) to transport such commodity.

Carrier understands that Broker and its customers will rely on the representations set forth in this certificate in dispatching shipments containing hazardous materials to Carrier.

Carrier's Initials

APPENDIX C

Transportation of Food or Other Products Intended For Human or Animal Consumption

Broker may tender food or other product intended for human or animal consumption or intended to hold such product, including but not limited to refrigerated and frozen shipments to Carrier (collectively "Food Product"). These shipments may include specific handling and/or protection requirements. Refrigerated shipments shall be transported at the temperature indicated on the rate confirmation sheet, or as otherwise instructed in writing by Broker or its Customer. Instructions for refrigeration or other protection and handling shall be provided on every shipment. However, if no instructions are provided on a commodity previously transported, Carrier shall transport the shipment using the previously provided instructions for refrigeration or other protection and handling, or as communicated by the Broker. If Carrier is transporting cargo of a type that a reasonable person would understand to require controlled temperature transportation, but has not been provided with instructions regarding such service, for the shipment at issue or previously, Carrier shall request such instructions prior to transporting the shipment.

To the extent Carrier receives contradictory or confusing instructions regarding any shipment, including all Food Product shipments, Carrier shall resolve all contradictory or confusing instructions before transporting the shipment. Failure to resolve any conflict or confusion prior to transporting the shipment shall preclude Carrier from using such conflict or confusion as a defense to a claim.

Carrier shall be liable to Broker and its Customer for the full destination invoice value of any cargo lost, damaged, or destroyed, including but not limited to any Food Product rendered unsafe, in Broker or Customer's sole determination, by failure to follow the procedures set forth herein. No Carrier limitation of liability, including but not limited to a limitation set forth in a tariff or bill of lading term, shall apply.

Carrier is responsible for and agrees to comply with all applicable laws, including all statutes, rules, regulations, and governmental guidance documents, in the performance of its Services under this Agreement, including without limitation, those related to operating authority, minimum insurance requirements, safety, the transportation of food, pharmaceuticals, hazardous products and over dimension and overweight loads (if applicable), as well as all instructions provided by Broker or its Customer regarding transportation of the commodities tendered to it.

Carrier is responsible for ensuring that all transportation equipment is clean, odor-free, dry, leak-proof and free of contamination (including but not limited to leaks, spills, contaminants, or debris) and infestation and otherwise safe to transport the commodities tendered. Carrier shall ensure that no transportation equipment has been used to transport poison, refuse, garbage, trash or solid or liquid waste of any kind whatsoever, whether hazardous or non-hazardous.

Carrier will review and comply with all Broker and Customer instructions, and confirm the vehicle and equipment is in appropriate physical condition to transport the goods tendered, including but not limited to free from pest infestation and evidence of prior cargo that could render the shipment unsafe. In addition, if the Broker or Customer instructions include refrigeration, the Carrier will verify that the refrigerated area is prepared for safe transport of the goods, including but not limited to pre-cooling if instructed to pre-cool. Upon request, Carrier will provide temperature data, in a manner acceptable to Broker, Customer, and/or receiver for each shipment. Carrier agrees to transport shipments with reasonable dispatch, and shall meet all specific delivery windows or schedules set forth on the transportation documents or otherwise.

Carrier shall: (1) train its drivers and staff regarding safe transport of the goods tendered hereunder; (2) keep records of its procedures and training, and (3) make these records available to Broker upon request for at least one year after Services are last provided by Carrier to Broker under this Agreement.

Prior to loading, Carrier shall confirm that the reefer unit is working properly and pre-cool trailer to temperature specified on Broker's rate confirmation sheet. Carrier must strictly adhere to the temperature listed and shall make sure the temperature pulped for the product is reflected on the bill of lading.

Trailers hauling refrigerated loads are required to have an air chute for proper circulation. It is Carrier's responsibility to make sure the chute is not damaged, obstructed or blocked in any way. It is Carrier's sole responsibility to make sure sufficient space is provided for air circulation in front, rear, top, bottom, and between the load.

Carrier's Initial

Carrier shall check pulp temperature of the product to ensure that product has been pre-cooled prior to loading. Carrier shall not accept any product pulping more than 2 degrees above or below the specified temperature noted on Broker rate confirmation. If the temperature on the carrier confirmation sheet differs from that on the Bill of Lading, Carrier shall call Broker before signing the bills of lading or transporting the freight. If Carrier loads or otherwise accepts freight contrary to the terms on Broker rate confirmation or applicable bill of lading, Carrier is liable for any and all loss or damage.

By signing the Bill of Lading, Carrier is confirming that the correct product and correct product count were received at the proper temperature. Carrier is solely responsible for loss or damage incurred due to inaccurate product information on Bill of Lading. If a discrepancy as to count, condition, or temperature is encountered at the shipper, Carrier shall notify Broker immediately, and no change to loading information shall be made until confirmed in writing by Broker.

Carrier shall continuously maintain the temperature noted on Broker's carrier confirmation sheet while transporting freight. Carrier shall not, at any time set reefer on start/stop, cycle, or any other non-continuous temperature setting unless otherwise notified in writing by Broker. Carrier shall contact Broker immediately in the event of any problems including, but not limited to, out-of-temperature condition, equipment malfunction, accident, or delay.

Carrier's Initial