



877.401.5408  
6432 Cheviot Road  
Cincinnati, OH. 45247

**CARRIER PACKET**



**SEND COMPLETED PACKET TO**  
**[CARRIER@NLSFREIGHT.COM](mailto:CARRIER@NLSFREIGHT.COM)**

**PLEASE RETURN THE FOLLOWING**

1. Company profile/contact information \_\_\_\_
2. Signed and initialed (ea. page) contract \_\_\_\_
3. Insurance Certificate with NLS listed as a holder \_\_\_\_
4. Signed/Completed W9 \_\_\_\_
5. Copy of your authority \_\_\_\_
6. Voided check or bank letter (to verify ACH) \_\_\_\_



**National Logistics Services, LLC**

6432 Cheviot Road  
Cincinnati, OH. 45247

 877.401.5408  
 [carrier@nlsfreight.com](mailto:carrier@nlsfreight.com)

**U.S. Bank**

8250 Colerain Avenue,  
Cincinnati, OH. 45239  
Duns: 07.978.2759 Fed ID: 7.3343676

 Fax: 800.604.6365  
 [www.nlsfreight.com](http://www.nlsfreight.com)

**CARRIER REFERENCES**

Jay Phillips Transportation Service  
727-556-0828

Rio Express  
575-644-0303

H H Williams Trucking, LLC  
970-353-7222

**STANDARD PAY (20 DAY) INVOICING PROCEDURE**

See payment authorization/instruction form for details on payment options

**Remit invoices to:**

National Logistics Services  
6432 Cheviot Road  
Cincinnati, OH. 45247

For quicker delivery, send invoices to  
[docs@nlsfreight.com](mailto:docs@nlsfreight.com)  
(Unless original paperwork is required)

**Required documentation:**

1. Correct invoice with NLS's Pro#
2. Signed bill of lading and/or proof of delivery
3. Signed NLS carrier confirmation



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## CARRIER PACKET

National Logistics Service Representative you're working with: \_\_\_\_\_

### Carrier Information

Company Name: \_\_\_\_\_

US DOT#: \_\_\_\_\_ MC: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Dispatcher: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Accounting Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Number of Trucks: \_\_\_\_\_ Number of Teams: \_\_\_\_\_

Number of: Vans \_\_\_\_\_ Flatbed \_\_\_\_\_ Reefer \_\_\_\_\_ Vented Van \_\_\_\_\_

53' \_\_\_\_\_ RGN \_\_\_\_\_ Steps \_\_\_\_\_ DD \_\_\_\_\_

**SEND COMPLETED PACKET TO [CARRIER@NLSFREIGHT.COM](mailto:CARRIER@NLSFREIGHT.COM)**  
**or FAX TO 888.604.6365**



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CARRIER PACKET

CHOOSE  
ONE  
↓

## PAYMENT AUTHORIZATION & INSTRUCTION FORM

**ALL PAY TERMS REQUIRE VOIDED CHECK OR BANK LETTER ON FILE IN ORDER FOR PAYMENT TO BE PROCESSED**

### ACH Quick Pay

Send your invoice and POD to [quickpay@nlsfreight.com](mailto:quickpay@nlsfreight.com)

#### 1 day pay term with a 5% deduction by ACH direct deposit

*\*Our 1 day pay term requires a 24 hour, business day processing time. If your complete invoice, legible PODs, rate confirmation, and any accessorial receipts arrive before 2pm EST (M-F), you can expect an ACH deposit to be submitted the following business day. Original paperwork may be required, please check your rate confirmation.*

Account #: \_\_\_\_\_ Routing # \_\_\_\_\_

Accounting Email: \_\_\_\_\_

#### 7 day pay term with a 2% deduction by ACH direct deposit

*\*Our 7 day pay term requires 7 business days of processing time. If your complete invoice, legible PODs, rate confirmation, and any accessorial receipts arrive before 2pm EST (M-F), you can expect an ACH deposit to be submitted in 7 business days. Original paperwork may be required, please check your rate confirmation.*

Account #: \_\_\_\_\_ Routing # \_\_\_\_\_

Accounting Email: \_\_\_\_\_

### ACH Standard Pay

Send your invoice and POD to [docs@nlsfreight.com](mailto:docs@nlsfreight.com)

#### 20 day pay term

*\*Our 20 day pay term requires 20 business days of processing time. If your complete invoice, legible PODs, rate confirmation, and any accessorial receipts arrive before 2pm EST (M-F), you can expect an ACH deposit to be submitted within 20 business days. Original paperwork may be required, please check your rate confirmation. \*Please provide voided check.*

Account # \_\_\_\_\_ Routing # \_\_\_\_\_

Accounting Email: \_\_\_\_\_

### Factor/Third Party Receivables

Please pay a third party on behalf of my company

*\*Please include a Notice of Assignment and any letters of release with your paperwork.*

*\*All Factor/Third Party Receivables are processed as Net 30 pay terms. \*No Quick Pay*

*\*Please make sure your factoring company sends invoice, rate confirmation, legible PODs, and any accessorial receipts to [docs@nlsfreight.com](mailto:docs@nlsfreight.com) for processing. Rate confirmation is provided for verification purposes.*

*\*Invoices should be emailed within 10 business days of delivery.*

### ADVANCES

Does your company request fuel advances?

\_\_\_\_ YES

\_\_\_\_ NO

Does your company request advances for pallets/unloading?

\_\_\_\_ YES

\_\_\_\_ NO

### QUICKPAY INVOICE SUBMISSION:

[QUICKPAY@NLSFREIGHT.COM](mailto:QUICKPAY@NLSFREIGHT.COM)

*failing to send invoices and PODs to this  
email or fax may delay payment*

### STANDARD INVOICE SUBMISSION:

[DOCS@NLSFREIGHT.COM](mailto:DOCS@NLSFREIGHT.COM)

*failing to send invoices and PODs to this  
email or fax may delay payment*



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## CARRIER PACKET

### BROKER-CARRIER AGREEMENT

This Broker-Carrier Agreement (the "Agreement") is entered into this \_\_\_\_ day, of \_\_\_\_\_, 20 \_\_\_\_, by and between NATIONAL LOGISTICS SERVICE, LLC, an Ohio limited liability company on behalf of itself and all Broker Affiliates ("BROKER"), and, \_\_\_\_\_ [NAME], a(n) \_\_\_\_\_ [ENTITY TYPE/INDIVIDUAL] ("CARRIER"), under the following terms and conditions. For purposes of this Agreement, Broker and Carrier are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

### RECITALS

WHEREAS, Broker is engaged in the business of operating as a Property Broker (as defined below), pursuant to Federal Motor Carrier Safety Administration ("FMCSA") Certificate No. MC-286414;

WHEREAS, Carrier is engaged in the business of operating as a Motor Carrier pursuant to FMCSA Certificate No. MC\_\_\_\_\_ and US DOT# \_\_\_\_\_; and

WHEREAS, Broker has customers in need of freight transportation services and Broker is willing to utilize the services of Carrier as a Motor Carrier, upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements contained herein, and for certain other good and valuable consideration, the receipt and sufficiency is acknowledged by the Parties, Broker and Carrier agree as follows:

1. DEFINITIONS: For purposes of this Agreement, the following terms shall have the meanings set forth below:

1.1 "Broker Affiliates" shall mean any and all of Broker's parent companies, subsidiary companies, affiliates, contractors, representatives, agents, successors and assigns.

1.2 "Cargo Claimant" shall mean collectively, (i), Broker, (ii) Broker Affiliates, (iii) all Customers, (iv) all shippers, (v) all consignors, (vi) all consignees, (vii) all receivers, (viii) all cargo owners, and/or (ix) or any third party holding claim rights with respect to goods, commodities, cargo or freight transported in connection with this Agreement.

1.3 "Customer" is any business entity or individual which is the owner of cargo, property or other items transported by Carrier under this Agreement and identified as such in any Bill of Lading or other shipping document associated with transportation services provided by Carrier hereunder.

1.4 "Full Actual Loss" shall mean: (i) the full, retail invoice price charged by the shipper or cargo owner to the receiver or purchaser for the kind and quantity of product lost, damaged or destroyed, plus, in the event that the cargo is not being sold, the full replacement costs of the kind and quantity of the product, lost, damaged or destroyed which is documented by the Cargo Claimant; (ii) plus any and all damages, costs, expenses (including, without limitation, reasonable attorneys' fees, if applicable) or other losses suffered or incurred by the Cargo Claimant of any nature with respect to the load, including, without limitation, lost profits, plant shutdown fees, equipment rental fees, transloading or cross-docking fees, crane costs, penalties, fines, freight costs associated with continued delivery, re-delivery or replacement shipments, and other consequential damages, incidental damages,



or other damages of any kind; (iii) plus any amounts charged to Broker or suffered by the Cargo Claimant as a result of any delays in delivery; (iv) plus any and all freight charges (unless included in the invoice price) included in the claim by the Cargo Claimant; (v) plus any and all costs or expenses incurred by the Cargo Claimant in connection with salvaging cargo which are outlined in Section 7.4; and (vi) less any net salvage value proceeds actually received, if any.

1.5 "Motor Carrier" shall have the meaning set forth in 49 USC Section 13102.

2. GENERAL DESCRIPTION OF SERVICES: During the term of this Agreement, Broker agrees to broker to Carrier on a non-exclusive basis, and Carrier agrees to accept from Broker, from time-to-time, shipments offered by Broker and owned by Broker's Customers. Under this Agreement, Carrier will perform the following (collectively, the "Services"): (i) using due care, Carrier shall pick-up, as and when requested, and transport in a timely manner, and deliver in good order and condition, the shipments which are brokered by Broker to Carrier, all in accordance with the terms set forth in this Agreement; and (ii) Carrier shall otherwise comply with all terms and conditions contained in this Agreement. Every shipment offered to Carrier by Broker on or after the date of this Agreement will be deemed to be a shipment brokered to Carrier as a motor contract carrier and will be subject only to the terms of this Agreement and applicable law.

### 3. RATES:

3.1 Carrier agrees to transport shipments tendered offered by Broker at the rates and charges as set forth in Broker's "Rate Confirmation Sheet," which shall be signed by Carrier and transmitted by Carrier to Broker by facsimile (or other electronic means) for each shipment accepted by Carrier under this Agreement. However, upon Carrier picking up any load to be transported hereunder, Carrier shall automatically be deemed to have accepted the rate listed in the associated Rate Confirmation Sheet, as well as all other terms and conditions contained therein, regardless of whether Carrier shall have signed the same and Carrier shall be bound to transport the associated load for the rate listed thereon. Carrier and Broker agree that any common carrier tariff rates, accessorial charges, rules and regulations do not apply to any shipment tendered offered under this Agreement. Detention and truck ordered not used time must be communicated to Broker within 48 hours of delivery. Any such communication must also include a specific dollar amount per occurrence, or a schedule of charges that will enable the Parties to calculate a reasonable amount to be paid for any such occurrence. Under no circumstances shall Broker be liable for detention, accessorial, or other additional charges of Carrier which are not contained in any particular Rate Confirmation Sheet or otherwise mutually agreed to in writing by Broker and Carrier.

3.2 Rate Confirmation Sheets shall be deemed to be an accepted amendment to this Agreement. Due to document storage considerations, the Rate Confirmation Sheet need not be attached to the original Agreement, but may be kept with the shipping papers that are retained as to the individual shipment. The same requirements of retention and availability to inspection that apply to the written agreement shall apply to the Rate Confirmation Sheet.

4. SHIPPING DOCUMENTS: All freight offered to Carrier by Broker pursuant to this Agreement shall be picked up at origin by Carrier and transported, without delay, to the point of destination at the date and time specified by Broker or Customer. There shall be a bill of lading (the "Bill of Lading"), in compliance with 49 U.S.C. §80101 et seq., 49 C.F.R. §373.101 (and any amendments thereto), for each load transported by Carrier hereunder, and the Bill of Lading shall be signed by the Customer and consignee. Carrier shall be named as "carrier of record" on each Bill of Lading. Delivery shall be made by Carrier as specified in each Bill of Lading or other shipping document. Any terms of the Bill of Lading (including but not limited to payment terms) inconsistent with the terms of this Agreement shall be controlled by the terms of this Agreement. Carrier shall deliver a copy of a completed Bill of Lading, signed delivery receipt, and such other documentation as may be agreed to by the Parties within ten (10) days of the delivery date for each shipment. Notwithstanding the foregoing, failure to issue a Bill of Lading, or sign a Bill of Lading acknowledging receipt of the freight by Carrier, shall not affect the liability of Carrier.

5. INVOICES; PAYMENTS; AND SET-OFF RIGHTS:

5.1 Carrier authorizes Broker to invoice all Customers for Services provided by Carrier and hereby assigns to Broker any and all of Carrier's rights to collect freight charges from Customer or any responsible third party with respect to the Services. Carrier agrees to invoice Broker, and only Broker, and acknowledges that Broker is the sole party responsible for payment of its invoices. Under no circumstance, shall Carrier seek payment from Broker's Customers, the consignor, any consignee, the shipper, receiver, or any third party other than Broker. Additionally, Carrier shall be prohibited from contacting Customers, shippers, consignors, consignees, receivers, or other third parties whatsoever regarding payment for Services performed or loads transported in connection with this Agreement. Notwithstanding the foregoing, in the event of a bankruptcy or receivership proceeding filed by or against Broker's Customer, Carrier agrees that any freight or other charges then due and owing to Carrier shall be the sole responsibility of Broker's Customer and not Broker, and Carrier's sole recourse in the event of nonpayment shall be against Broker's Customer and not against Broker.

5.2 Except as otherwise agreed to by Broker and Carrier in writing or otherwise stated in this Agreement, Broker agrees to pay Carrier for the transportation of shipments under this Agreement in accordance with the rates described herein, within thirty (30) days of receipt of Carrier's invoice and signed delivery document covering such transportation. Carrier will submit an invoice and signed delivery document to Broker within ten (10) days of delivery date, or the date by which the shipment should have reasonably been expected to deliver, whichever is earlier, unless a shorter time period is listed on the Rate Confirmation Sheet. Broker is under no obligation to pay any Carrier invoices that are not submitted within that time period. Carrier agrees that no penalties or interest will be assessed to Broker for past due amounts. Broker may request Carrier to submit the original shipping paperwork at any time. If Carrier fails to submit the original shipping paperwork upon Broker's request, payment may be withheld until such time it is received by Broker. Carrier agrees to file any undercharge claims within one hundred eighty (180) days of the initial invoice date. Overcharge, undercharge, and duplicate payment claims will be processed in accordance with 49 CFR Part 378.

5.3 Notwithstanding anything to the contrary contained elsewhere in this Agreement, Broker shall have the right to set-off against the amounts payable to Carrier under this Agreement or against other amounts owed by Broker to Carrier, any and all claims amounts (even if alleged claims amounts), freight claims amounts (even if alleged), damages, losses, costs, interest (statutory or common law), liabilities of any kind, and/or expenses (including reasonable attorneys' fees) incurred or sustained by Broker, Broker Affiliates and all Cargo Claimants and which arise out of or are related to: (i) any breach of any representation or warranty of Carrier under this Agreement, (ii) any breach of this Agreement by Carrier, (iii) any indemnification obligations of Carrier under this Agreement, (iv) the negligence or intentional acts of Carrier and its drivers, employees, agents, contractors, successors, and assigns, (v) the failure by Carrier to deliver any freight transported hereunder in accordance with the delivery schedule provided by Broker or listed in any associated Rate Confirmation Sheet, (vi) delays in shipment or losses to goods caused by Carrier's services hereunder or any breach of this Agreement by Carrier, and (vii) freight claims or other claims which relate to freight transported hereunder. Without limiting the foregoing, Broker shall be entitled to exercise Broker's set-off rights outlined in this Section 5.3 and to withhold freight fees and other amounts payable to Carrier for any and all loads of freight transported by Carrier hereunder, or assigned/brokered by Carrier in violation hereof, to the extent that Broker is notified by a Cargo Claimant that a freight claim is pending or to the extent that Broker has other reason to believe a freight claim will be filed for damages to cargo or delay in delivery, regardless of whether Broker has actually verified the validity or invalidity of any said claim. Broker's right of set-off shall be in addition to, and not in substitution of, any other right Broker shall have under this Agreement, or at law or in equity.

5.4 Carrier hereby grants to Broker a non-rescindable right to execute any lien waivers on behalf of Carrier as may be required by Broker's Customers and any and all shippers, receivers, consignors, consignees or other cargo owners.

5.5 Broker agrees to file any overcharge or duplicate payment claims with Carrier within one hundred eighty (180) days of the initial invoice date. Carrier agrees to file any undercharge claims within one hundred eighty (180) days of the initial invoice date. Overcharge, undercharge, and duplicate payment claims will be processed in accordance with 49 CFR Part 378.

6. ACCEPTANCE OF LOADS: Once Carrier accepts a load offered by Broker, if Carrier then fails to pick up the load or otherwise fails to cover the load, Carrier agrees to reimburse Broker such amounts as are necessary to compensate Broker for its loss of revenue and/or the expense of covering the load by alternative means.

**7. LIABILITY; CARGO LOSS; DELAY; AND/OR DAMAGE**

7.1 Carrier shall be liable to all Cargo Claimants as a carrier under 49 USC 14706, et seq., (the "Carmack Amendment") for the Full Actual Loss resulting from the transportation of all goods, commodities, cargo or freight in connection with this Agreement while under the Carrier's care, custody, or control, or while such goods, commodities, cargo or freight are in the care, custody, or control of any third party engaged by Carrier to transport the same in violation of this Agreement. Whether Carrier is liable under this Section 7 shall be determined under in 49 U.S.C. Section 14706, et seq. (the "Carmack Amendment"), but damages for any cargo claims shall be for the Full Actual Loss which results. Without limiting the foregoing, the liability standard under this Section 7.1 shall be determined under the Carmack Amendment in all instances, regardless of whether the goods being transported are considered "exempt" or "non-exempt" commodities under the law.

7.2 To the extent that any Cargo Claimant agrees to a limitation of liability for losses to cargo, such limitation shall be applicable to Carrier. No limitation of liability will apply as to delay.

7.3 Carrier will have no lien upon and hereby waives any and all rights to assess any lien upon any cargo, or portion thereof, transported in connection with this Agreement, whether under common law, or federal, state or local laws or regulations.

7.4 Except as set forth below in this Section 7.4 below, Carrier agrees that the provisions contained in 49 CFR Part 370, shall govern the processing of claims for loss, damage, theft, delay or other loss with respect to property and the processing of salvage.

(i) Without limiting the foregoing, Carrier has thirty (30) days from the date any claim is received to acknowledge such claim, and following acknowledgement, Carrier has an additional ninety (90) days to either pay, decline or make settlement offer in writing on all claims. Failure of Carrier to pay, decline or offer settlement within the period listed above shall be deemed admission by Carrier of full liability for the amount claimed and a material breach of this Agreement.

(ii) Notwithstanding the terms of the Carmack Amendment, or any laws, rules, or regulations promulgated in connection therewith, including, without limitation 49 CFR Part 370, Carrier agrees to promptly handle and resolve all claims which are submitted either by a Cargo Claimant or Broker. Carrier acknowledges that Broker may file or process cargo claims against Carrier on behalf of other Cargo Claimants, and Carrier agrees to process any and all cargo claims filed by Broker on behalf of a third-party Cargo Claimant as if Broker were the party holding any and all cargo claims rights, except that any release or settlement agreements shall be signed by and the payment of any applicable Full Actual Loss amounts shall be made to the applicable party holding cargo claims rights. This shall include the right of Broker to file the applicable cargo claims with Carrier and its insurance providers, the right of Broker to facilitate communications with Carrier and its insurance, to direct the salvage process, and to otherwise direct the processing of the claim on behalf of the Cargo Claimant. Carrier agrees to require its insurance company to communicate with Broker, its attorneys and other representatives, on all claims

filed by Broker on behalf of a third-party Cargo Claimant to the same extent as if Broker were the party holding the applicable claims rights, but subject to the payor's rights to require that the party holding the claims rights sign a settlement or release agreement and accept the payment.

- (iii) Carrier shall immediately notify Broker of any cargo damage, shortage/loss, theft or delay. Failure to comply with this notice provision shall void any limitation of liability and cause Carrier to be responsible for the Full Actual Loss resulting from shipments in connection herewith, without regard to a Cargo Claimant's ability to mitigate damages.
- (iv) The determination regarding the salvageability of any damaged cargo shall be determined by the Cargo Claimant, or Broker if Broker is facilitating the claim under Section 7.4(ii) above, in its sole discretion, and Carrier shall be liable for all costs and expenses associated with the mitigation of damages, including, without limitation, any inspection costs; storage or warehousing costs; preparation of the cargo for reshipping; and the reshipping, if applicable. Carrier shall not sell, or attempt to sell, any cargo, goods or other freight for salvage, or otherwise without, the prior written authorization of the Cargo Claimant, or Broker if Broker is facilitating the claim under Section 7.4(ii) above, which may be withheld in the Cargo Claimant's or Broker's sole discretion. For any damaged product which the Cargo Claimant, or Broker if Broker is facilitating the claim under Section 7.4(ii) above, permits Carrier to resell, the Cargo Claimant, or Broker under Section 7.4(ii), will have the right to require that Carrier remove all identifying marks and labels on such product. In the event that Broker's Customer, the shipper, consignor, consignee, receiver, cargo owner, or any other Cargo Claimant other than Broker has required Broker to waive rights of salvage or resale, Carrier hereby expressly waives any and all rights of salvage or resale of the subject freight to the same extent as waived by Broker.
- (v) Claims based on concealed loss/damage reported to Carrier by Broker within ten (10) business days of the date of delivery will be treated as though an exception notation had been made on the delivery receipt at the time of delivery.
- (vi) It is the obligation of Carrier to properly inspect cargo upon the discovery of damage. In the event Carrier fails to inspect the cargo within five (5) business days of the date Carrier becomes aware of the damage, or upon receipt of the goods to be returned to the consignor or shipper because of the damage, whichever is earlier, Carrier waives its rights to inspect the goods and agrees to be bound by the facts presented by claimant.
- (vii) If the cargo is able to be repaired and restored to good marketable condition, Carrier will be liable for the costs of repairs including the costs of all labor and other necessary expenses, not to exceed the actual value of the kind and quality of product damage.

7.5 Broker shall have no liability for any loss or damage to any goods transported by Carrier on shipments offered by Broker.

Carrier shall be solely and exclusively responsible for loss or damage to, or delay in delivery of, goods and shipments transported by Carrier under this Agreement. Despite the fact that Broker is not liable for cargo loss, damage or delay claims, Broker shall have the right to pay such claim(s) to the party holding cargo claims rights, in which case Carrier shall then be responsible to make payment to Broker for the Full Actual Loss as though Broker (i) were the party holding the cargo claims rights or (ii) had received an assignment of such claim(s) from the party holding such rights.

8. COVENANTS, REPRESENTATIONS AND WARRANTIES OF CARRIER: Carrier agrees to the following covenants and makes the following representations and warranties in favor of Broker, Broker Affiliates and all Customers:



8.1 At all times while this Agreement is in effect, Carrier is and shall be registered as a Motor Carrier with the FMCSA and is and shall be authorized to provide transportation of general commodities and any other freight items tendered by Broker under this Agreement. At all times while this Agreement is in effect, Carrier shall (i) maintain proper authority, licenses and permits to provide the Services contemplated herein, (ii) maintain a satisfactory U.S. DOT safety rating, or no rating, (iii) utilize only fully qualified personnel who have all of the appropriate licenses and certificates, including but not limited to a commercial driver's license, and (iv) maintain its equipment in good order and in compliance with all applicable laws. Carrier will notify Broker immediately if its Federal Operating Authority is revoked, suspended, or rendered inactive by the FMCSA for any reason. Carrier agrees to notify Broker immediately if the safety ratings change, or if it is found by any governing authority to have violated any law or regulation related to safety or insurance coverage. The provisions of this paragraph are intended to include safety rating designations which may replace those above, which are subject to change by the FMCSA at any time.

8.2 At all times while this Agreement is in effect, Carrier shall comply, with all federal, state, and local laws, codes, regulations, rules and orders applicable to the performance of the Services hereunder, including, without limitation, (i) 49 C.F.R. §370.1 et seq. and any amendments and/or any other applicable regulations adopted by the FMCSA, U.S. Department of Transportation, or any applicable state regulatory agency, for processing all loss and damage claims and salvage, and (ii) any laws and regulations relating to the operation of commercial vehicles and transportation of Hazardous Materials (including the licensing and training of Haz Mat qualified drivers) as defined in 49 C.F.R. §172.800, §173, and §397 et seq., to the extent that any shipments hereunder constitute Hazardous Materials.

8.3 Without limiting Section 8.2 above, To the extent that shipments to which this Agreement applies contain food that will ultimately be consumed by humans or animals ("Food Products"), the following provisions apply:

(i) Carrier must comply with its legal obligations concerning the safe and secure transportation of food that will ultimately be consumed by humans or animals required by local, provincial, state and federal laws, regulations, ordinances and rules including, but not limited to, (1) the Food Safety Modernization Act (21 U.S.C. § 2201, et seq.), (2) the Sanitary Transportation of Human and Animal Food Rule ("STF Rule") (21 C.F.R. Parts 1 and 11, as amended, supplemented or superseded from time to time), (3) the Federal Food, Drug and Cosmetic Act (21 U.S.C. § 341, et seq.) ("FD&C Act"), (4) the Sanitary Food Transportation Act (49 U.S.C. 5701 et seq.), (5) the U.S. Food and Drug Administration's Final Rule on the Sanitary Transportation of Human and Animal Food (21 C.F.R. § 1.900 et seq.), and (6) any and all other federal, state, and local laws, codes, regulations, rules and orders applicable to the safe and secure transportation of food (collectively, the "Food Safety Laws").

(ii) Carrier must ensure that vehicles and transportation equipment meet the specifications and/or temperature requirements in the shipper's instructions. If there is a discrepancy between the Rate Confirmation Sheet and the Bill of Lading, Carrier will contact Broker immediately.

(iii) When required by, and as specified in the shipper's instructions, Carrier shall ensure that any and all food items requiring temperature control are transported in compliance with such temperature requirements, which will include, without limitation, checking bills of lading, rate confirmation sheets, and/or shipping instructions to determine any temperature requirements, discussing and verifying whether a temperature requirement exists with the Customer and/or shipper/loader/dispatcher at origin, pre-cooling any and all equipment if necessary, setting any reefer or temperature control equipment to the proper temperature and setting, venting if needed, maintaining and servicing any and all temperature control equipment, and taking other appropriate measures to ensure temperature requirements are met.

- (iv) Carrier shall implement written procedures regarding temperature control, equipment, and sanitation. Carrier shall adequately train any and all drivers, employees and other transportation personnel regarding the handling and transporting of food products, produce and other perishable items.
- (v) Carrier shall notify Broker of any failure of temperature control equipment or another condition that would cause food items to become unsafe or adulterated (as defined below).
- (vi) Carrier shall take measures to isolate, segregate and use packaging to prevent contamination of food products.
- (vii) Carrier will, upon Broker's request, provide evidence of the following: (1) the operating temperature for the Food Products, and that the shipper's temperature conditions were maintained during transportation of the Food Products, by presenting ambient temperature measurements upon loading and unloading, time and temperature data taken during the shipment, or as otherwise specified by the shipper's instructions; (2) documented written processes to maintain product food safety, including those for: maintaining requisite temperature controls during transport for Food Products subject to the shipper's temperature control requirements; cleaning, sanitizing (as applicable), and inspecting vehicles and transportation equipment used to transport the Food Products; and tracing Food Products that are transported in bulk vehicles; (3) transportation traceability, including information regarding: (A) previous cargos hauled in bulk or other vehicles offered for transportation of the Food Products; (B) maintenance and intervening cleaning procedures for docks, vehicles and other equipment; and (4) the appropriate training process for each person under Carrier's supervision or control, involved in the supply chain, and transporting shipments governed by this Section 8.3; and (5) for each shipment, evidence that the Food Products have not been adulterated, as defined in the FD&C Act, and have been transported under sanitary conditions that will protect the product against any temperature abuse or great temperature fluctuations and any physical, chemical, and microbial contamination of the Food Products or the packaging materials, case or container in which they are being transported.
- (viii) Carrier agrees to implement ongoing measures to ensure Carrier is fully and strictly complying with all Food Safety Laws.
- (ix) Carrier agrees to maintain all documentation and records related to the transport of shipments governed by this Section 8.3, including those documenting the safe and sanitary transport of food, for a period of two (2) years following the latter of pickup or delivery of each shipment.
- (x) Carrier agrees that food that has been transported or offered for transport, pursuant to this Section 8.3, under conditions that are not in compliance with the shipper's instructions as provided to Carrier by the shipper, through Broker, or otherwise, shall be considered "adulterated" within the meaning of the Federal Food, Drug and Cosmetic Act, 21 U.S.C. §§ 342(a)(i)(4), 342(i). Carrier understands that adulterated shipments may be refused by the consignee or receiver, upon their delivery, at destination.
- (xi) Carrier agrees that Broker is not responsible for and shall in no way be held liable to Carrier for Carrier's or any shipper's, consignee's, receiver's or loader's obligations or their failure to adhere to their respective obligations under the laws and regulations governing the safe and sanitary transport of food for human consumption, including the Food Safety Laws referenced, above, in this Section 8.3.

8.4 Carrier shall place a certified, registered Electronic Logging Device (each an "ELD") in each vehicle it utilizes to transport freight hereunder which is in compliance with applicable law. For the avoidance of confusion, Carrier's obligations to



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Cincinnati, OH. 45247

## CARRIER PACKET

place an ELD device in each vehicle it utilizes in connection herewith shall apply even if Carrier would be exempt from utilizing an ELD device under applicable law.

8.5 Additionally, Carrier warrants that the Carrier will inspect or hire a service representative to inspect and maintain any and all refrigeration or heating units utilized by Carrier and its drivers/employees/personnel at least once each month. Carrier warrants that Carrier shall maintain a record of each inspection of refrigeration or heating units and retain the records of the inspections for a least three (3) years. Carrier shall provide Broker and its insurance company with copies of these records must be provided upon request made by the Carrier's insurance company and/or Broker. Carrier warrants that Carrier will maintain adequate fuel levels for the refrigeration or heating unit on each shipment utilizing such unit and assumes full liability for claims and expenses incurred by the Broker or the Shipper for failure to do so. Carrier must provide Carrier's cargo insurance provider and Broker with all records that relate to a loss and permit copies and abstracts to be made from them upon request.

8.6 Carrier is solely responsible for any and all management, governing, discipline, supervision direction and control of its employees, owner/operators with respect to all Services hereunder. Carrier will be responsible for the procurement and operation of the vehicles it uses and the employment, training, supervision and control of the drivers and any helpers. Carrier will be responsible for safe and lawful operation of the vehicles and equipment used in the performance of the Services and will assume all costs, expenses, and liabilities incident to or arising out of furnishing, maintaining, repairing, or operating motor vehicles and other equipment. At all times while this Agreement is in effect, Carrier shall, at its expense, furnish all equipment, fuel, supplies, insurance, maintenance, and properly qualified personnel necessary to perform the Services hereunder. Carrier will notify Broker promptly by telephone of any accident, theft or other occurrence that impairs the safety of or delays the delivery of cargo in connection herewith.

8.7 Carrier shall perform the Services hereunder itself and shall not "trip lease", broker, interline, subcontract, or otherwise assign any Services or the transportation of any cargo to another motor carrier or property broker without the express written consent of Broker, regardless of whether Carrier maintains transportation brokerage authority or not. Carrier's breach of the foregoing shall be a material breach of this Agreement and, notwithstanding anything to the contrary in this Agreement, Carrier shall remain liable to Broker and all Cargo Claimants under this Agreement as though the Carrier performed the Services. Carrier shall not have any right to, in any way, negate, eliminate, circumvent or alleviate Carrier's liability to Broker or any other Cargo Claimant which may be inconsistent with the provisions of this Agreement. Carrier will not allow the diversion or reconsignment of any shipment except upon written instructions by Broker or Broker's Customer. Carrier will not accept instructions for diversion or reconsignment of any consignee or third party without the written consent of Broker or Broker's Customer. In the event Carrier breaches this Section, Broker may, in its sole discretion, make payment for such shipment or load to the performing motor carrier only and such payment shall relieve Broker of any payment obligation to Carrier.

8.8 Carrier has no knowledge of any threatened or pending interventions by the FMCSA under CSA 2010; nor is Carrier subject to any investigation or disciplinary action by any state agency related to enforcement of safety laws and regulations.

8.9 In the event Carrier accepts a load transporting any goods to, from, or through California, CARRIER CERTIFIES, REPRESENTS AND WARRANTS THAT IT HAS REPORTED ITS COMPLIANCE WITH THE TRUCK AND BUS REGULATION OF THE CALIFORNIA AIR RESOURCES BOARD ("CARB") AND/OR IS, TOGETHER WITH ITS OWNER(S), AWARE OF THE TRUCK AND BUS REGULATION OF THE CARB AND IS IN COMPLIANCE WITH SUCH REGULATION BY USING THE ENGINE MODEL YEAR SCHEDULE. In the event perishable goods are transported under such load to, from, or through California, CARRIER CERTIFIES, REPRESENTS AND WARRANTS THAT ANY TRANSPORTATION REFRIGERATION UNIT ("TRU") EQUIPMENT FURNISHED WILL BE IN COMPLIANCE WITH THE IN-USE REQUIREMENTS OF CALIFORNIA'S TRU REGULATIONS. Carrier shall look to the Rate Confirmation Sheet for the necessary Broker information to be furnished under California's TRU regulations. Additionally, To the extent any shipments are transported within the State of California, Carrier warrants and certifies that: (i) All 53 foot trailers it operates and the Heavy-Duty

Tractors that haul them within California under this Agreement are in compliance with the California Air Resources Board (ARB) Heavy-Duty Vehicle Greenhouse Gas (Tractor-Trailer GHG) Emission Reduction Regulations; and (ii) All refrigerated equipment it operates within California under this Agreement is in full compliance with the California ARB TRU ACTM in-use regulations.

8.10 Carrier shall transport all shipments without delay and immediately notify Broker of any actual or potential delay or of any incident or circumstances that will prevent or delay delivery to the consignee or shipping destination.

8.11 Carrier shall not withhold delivery of any freight in its possession due to any dispute with Broker, any Broker Affiliates, any Customers or any other Cargo Claimant regarding freight charges or any other reason.

8.12 In transporting freight under this Agreement, Carrier shall comply with any and all laws related to the number of hours of driving or service per day or week as mandated by federal, state and relevant local laws. Broker shall not be liable in any event for Carrier failing to comply with such driving or service hour restrictions.

8.13 Trailers are sealed at time of shipment and will arrive at their destination with seals intact unless such seal is required to be broken by governmental authority. Unless a shipment is loaded and sealed prior to arrival of Carrier's personnel, the manner of loading and securing freight upon equipment shall be the Carrier's sole responsibility. For any unsealed loads that were loaded prior to Carrier's arrival, Carrier will inspect such loading prior to departing and such inspection shall be evidenced by its signature on the Bill of Lading. For multi-stop shipments, Broker will cause the shipper to provide the appropriate number of trailer seals for all stop locations on such shipment and Carrier will log a "Continuous Seal Report" of all seals for each stop. Carrier shall be responsible at all times for maintaining seal integrity during transportation of the shipment. Except as allowed in multi-stop shipment or as required by a statutorily authorized official (e.g., a law enforcement personnel, USDA, DOT, etc.) under no circumstances shall Carrier break any seal without the express written consent of Broker. Carrier shall immediately notify Carrier to report a missing or broken seal and shall log the same on the Continuous Seal Report. When a trailer is delivered with a broken or improper seal, other than any seal broken by governmental authorities, the entire load shall be deemed adulterated or contaminated and unfit for human consumption, and thereafter Carrier it shall be liable for the Full Actual Loss of the shipment and any subsequent damage therefrom. Carrier shall report to Broker and Customer immediately by telephone any accident, spill, material delay in delivery, theft, breakage of seal, and any other incident which might have caused the cargo to be deemed adulterated.

9. INSURANCE REQUIREMENTS: Carrier shall procure and maintain at all times during the term of this Agreement, at its sole cost and expense, with reputable and financially responsible insurance carriers with an AM Best rating of A- or better, the following insurance in not less than the amount specified:

9.1 Commercial General Liability Insurance including contractual liability and protective liability coverage (consistent with Carrier's indemnity obligations herein) insuring Carrier against liability in connection with its rendering the Services under this Agreement in a combined single limit of not less than \$1,000,000.00 per occurrence.

9.2 Commercial Auto Liability Insurance insuring against liability for injury to persons, including injuries resulting in death, environmental restoration and loss or destruction of or physical damage to property, including any vehicle or other equipment furnished by the shipper for and in connection with the transportation services the Carrier renders, in a combined single limit of not less than \$1,000,000.00 per occurrence. If Carrier transports Hazardous Materials that require \$5,000,000.00 of auto liability insurance by federal or state regulations, the insurance required pursuant to this Subparagraph will be \$5,000,000.00 per occurrence.

9.3 All Risk Broad Form Cargo Insurance insuring Carrier against liability for loss or damage to commodities while in the custody, possession or control of Carrier in an amount not less than \$100,000.00 per shipment. In the event that a cargo loss, damage or delay claim, or any portion thereof, is excluded from coverage by Carrier's insurance, Carrier shall assume complete sole liability and responsibility for the Full Actual Loss not covered by its insurance, and shall indemnify, defend and hold Broker and all other Cargo Claimants harmless for any the Full Actual Loss with respect to any loss, damage or delay claim incurred by or asserted against Broker or a Cargo Claimant. The insurance required under this Section 9.3 shall not limit Carrier's liability for cargo loss, damage, and delay as set forth in Section 7 above.

9.4 Workers' compensation insurance for Carrier's employees in accordance with statutory requirements for all applicable jurisdictions.

9.5 Broker will be named an additional insured on the insurance policies above, except for workers' compensation insurance. Carrier's insurance coverages must waive the insurer's right to subrogation against Broker or any other Cargo Claimant. The failure of Carrier to secure an appropriate clause in, or endorsement to, Carrier's respective insurance coverages, which waives the right of subrogation as provided above, shall not in any manner affect the intended waiver hereunder, and if Carrier's insurer(s) seeks subrogation against Broker or any other Cargo Claimant because of the absence of such a waiver and release, then Carrier shall defend, indemnify, and hold Broker and all Cargo Claimants harmless from and against any such subrogation claim. Carrier will not have exclusions within any of the above insurance policies for unattended vehicles and unattached vehicles, theft, abandonment, or breakdown or malfunctioning of cooling or heating equipment. If Carrier's insurance is threatened to be, or is, terminated, cancelled, suspended, reduced, or revoked, Carrier must immediately notify Broker. In connection with naming Broker as an additional insured on the insurance policies referenced above (other than worker's compensation), Carrier shall cause the underlying insurance companies to agree to notify Broker not less than thirty (30) days prior to the cancellation of any insurance hereunder. Carrier shall promptly notify Broker in the event any insurance company providing any insurance required by the Agreement is downgraded to an AM Best rating below A-. Carrier shall provide Broker certificates or other evidence of the foregoing insurance coverages and additional insured endorsement, along with full copies of the policies if requested by Broker at any time.

10. INDEMNIFICATION: Carrier shall indemnify and hold harmless Broker, Broker's Affiliates, all Customers as well as all other Cargo Claimants, and their respective officers, directors, employees, agents, representatives, vendors and Customers (collectively, the "Broker Indemnitees") from any and all causes of action, claims (including, without limitation, claims made by third parties and/or claims for personal injuries or death), suits (including, without limitation suits by third parties and/or claims for personal injuries or death), judgments, compensation, demands, damages, punitive damages, penalties, orders, decrees, awards, losses, costs, interest (statutory or common law), other liabilities (actual, potential, threatened or pending) of any other kind, expenses (including reasonable attorneys' fees), settlements and other compensation on account of:

10.1 Loss or damage to property, or personal injury, including death, which may be sustained by any Broker Indemnitees arising out of or in connection with (i) Carrier's performance of the Services set forth herein or (ii) the transportation of any cargo, freight, shipments or loads by Carrier and its drivers, employees, agents, contractors, successors and assigns, including, without limitation, any third parties to whom Carrier has assigned the transportation in violation of this Agreement;

10.2 (i) Any breach by Carrier of this Agreement or any of Carrier's representations, warranties and/or covenants contained herein, and (ii) the performance or non-performance of any obligations under this Agreement by Carrier and its drivers, employees, agents, contractors, successors and assigns, including, without limitation, any third parties to whom Carrier has assigned the transportation in violation of this Agreement;

10.3 The Full Actual Loss incurred by any Broker Indemnitees with respect to loss, damage, delay, or other cargo claims in connection with shipments transported by Carrier, its drivers, employees, agents, contractors, successors, and assigns, or any third party to whom Carrier has assigned the transportation in violation of this Agreement;

10.4 Carrier's failure to comply with insurance or worker's compensation requirements or any claim for worker's compensation asserted against any Broker Indemnitees by Carrier's employees, agents, contractors, successors or assigns, or any employees, agents, contractors, successors, and/or assign of third parties to whom Carrier has assigned the transportation in violation of this Agreement, or their personal representatives;

10.5 The release or threatened release by Carrier, its drivers, employees, agents, contractors, successors, and assigns, or any third party to whom Carrier has assigned the transportation in violation of this Agreement, of any hazardous waste, toxic or hazardous substance or pollutant, as those terms are defined in any federal, state, and local law, regulation, ordinance, and rules applicable to the services set forth herein; and

10.6 The failure by Carrier or any of its drivers, employees, agents, contractors, successors and assigns to deliver any freight transported hereunder in accordance with the delivery schedule provided by any Broker Indemnitee or listed in any associated Rate Confirmation Sheet.

Exclusions in Carrier's insurance coverage(s) shall not exonerate Carrier from this liability. The parties agree that Carrier's indemnification obligations will survive the termination of this Agreement.

11. CONSEQUENTIAL DAMAGES: Under no circumstances shall Broker shall be liable to Carrier under this Agreement for incidental, special or consequential damages without Broker receiving written notification of the risk of loss and the approximate financial amount and Broker's express written and signed agreement to assume such responsibility.

12. INDEPENDENT CONTRACTOR: Carrier will perform the Services as an independent contractor and neither its employees nor agents will be deemed to be employees or agents of Broker. None of the terms 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, other relationship between the parties other than that of independent contractors No authority has been conferred upon Carrier by Broker to hire any persons on behalf of Broker and Carrier will assume full responsibility for selecting, engaging, supervising, disciplining, and discharging its employees, agents, servants or helpers and for otherwise directing and controlling their services. Carrier will assume full responsibility for complying with all applicable laws and regulations for the benefit of its employees and under no circumstances will Broker be liable for the debts or obligations of Carrier for the wages, salaries, or benefits of Carrier's employees. Carrier represents and agrees that at no time and for no purpose shall it represent to any party that it is anything other than an independent contractor in its relationship with Broker.

13. NON-EXCLUSIVE AGREEMENT: Carrier and Broker acknowledge and agree that this Agreement does not bind the respective Parties to exclusive services to each other. Either Party may enter into similar agreements with other carriers, brokers, or freight forwarders.

14. CONFIDENTIALITY: As part of the business relationship between Broker and Carrier, either party may be in or come into possession of information or data which constitutes trade secrets, know-how, confidential information, marketing plans, pricing, or anything else otherwise considered proprietary or secret by the other ("Confidential Information"). In consideration of the receipt of such Confidential Information and potential business, each party agrees to protect and maintain such Confidential Information in the utmost confidence, to use such Confidential Information solely in connection with their business relationship, and to take all measures reasonably necessary to protect the Confidential Information. Carrier agrees that Broker's charges to its

Customers are confidential and need not be disclosed to Carrier. Carrier specifically waives any rights it may have under 49 CFR § 371.3. Except as may be required by law, the terms and conditions of the Agreement and information pertaining to any Services will not be disclosed by either party to any other persons or entities, except to the directors, officers, employees, authorized contractors, attorneys, and accountants of each party. This mutual obligation of confidentiality will remain in effect during the terms of the Agreement and for a period of two years following any termination.

15. **NON-SOLICITATION:** Carrier agrees that during the term of this Agreement and for a period of two (2) years from the date of termination of this Agreement, that neither Carrier nor any employee, officer, director, agent or otherwise of Carrier, shall directly or indirectly solicit traffic from any Broker, consignor, consignee, or Customer of the Broker where (a) the availability of such shipments first became known to Carrier as a result of Broker's efforts; or (b) the shipments of the consignor, consignee, or Customer of the Broker was first offered to the Carrier by the Broker. In the event Carrier violates the terms of this Section 15 and back-solicits Broker's Customers and obtains traffic from such Customers, Broker is then entitled, for a period of twelve (12) months after the traffic first begins to move, to a commission from the Carrier of fifteen percent (15%) of the transportation or revenue received on the movement of traffic. Carrier understands and agrees that the provisions of the aforementioned covenant not to solicit are reasonable as to scope, duration, and geographic area, in light of the mutual promises and other valuable consideration the parties have agreed to in this Agreement.

16. **IRREPARABLE HARM:** In the event of violation of Sections 14 or 15 by Carrier, the Parties intend and agree that the remedy at law, including monetary damages, may be inadequate and that Broker shall be entitled, in addition to any other remedy they may have, to an injunction restraining Carrier from further violation of Sections 14 or 15 above. Additionally, in the event of a violation of Sections 14 or 15 by Carrier, Carrier shall be liable to Broker for all costs and expenses incurred by Broker to enforce its rights, including, but not limited to, reasonable attorney's fees.

17. **TAXES:** Carrier acknowledges and agrees that Carrier shall be responsible for payment of any and all applicable federal, state and local payroll taxes, taxes for unemployment insurance, old age pensions, workers' compensation, social security, with respect to person engaged in the performance of its transportation services hereunder. Broker shall not be liable for any of the payroll-related tax obligations specified herein, and Carrier shall indemnify, defend and hold Broker harmless from any claim or liability imposed or asserted against Broker for any such obligations.

18. **GOVERNING LAW AND JURISDICTION:** This Agreement is to be construed according to federal law governing transportation and the laws of the State of Ohio and the parties hereby stipulate the exclusive jurisdiction of the courts situated in Hamilton County, Ohio, over any litigation between the parties arising hereunder. If any part of this Agreement is determined to be contrary to law, such determination shall not affect the validity of any other terms or conditions. Carrier shall pay all costs, expenses and attorney fees which may be expended or incurred by Broker or Broker's Customer in enforcing this Agreement or any provision thereof, or in exercising any right or remedy of Broker or its Customers against Carrier, or in any litigation incurred by Broker because of any act or omission of Carrier under this Agreement.

19. **MODIFICATION of AGREEMENT:** This Agreement and any rate confirmation sheets or other shipping documents related to or arising out of this Agreement may not be amended, except by mutual written agreement signed by Broker.

20. **CONTRACT TERM:** The initial term of this Agreement shall be one (1) year from the date first written above (the "Initial Term"), and upon expiration of the Initial Term or any subsequent Renewal Terms (if applicable), this Agreement shall automatically be renewed for successive one (1) year periods (each a "Renewal Term"), unless either Party provides written notice of termination to the other no fewer than thirty (30) days prior to the then current term. Notwithstanding the foregoing, Broker may terminate this Agreement at any time upon thirty (30) day's prior written notice given to Carrier, with or without cause.





877.401.5408  
6432 Cheviot Road  
Cincinnati, OH. 45247

## CARRIER PACKET

21. SEVERANCE SURVIVAL: In the event any of the terms of this Agreement are determined to be invalid or unenforceable, no other terms shall be affected and the unaffected terms shall remain valid and enforceable as written. Notwithstanding the foregoing, the terms and conditions of Sections 5, 7, 8, 9, 10, 11, 14, 15, 16, 17, and 18 shall survive termination or expiration of this Agreement.

22. COUNTERPARTS: This Agreement may be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof.

23. MISCELLANEOUS: This Agreement may be executed in any number of counterparts (either originally, by facsimile, or email delivery of a ".pdf" format data file, "jpeg" image, or other similar electronic format signature ("Electronic Signature"), which Electronic Signature will create a valid and binding obligation of the party executing (or on whose behalf such Electronic Signature is executed) with the same force and effect as if such Electronic Signature were an original thereof, and such receiving party may rely on the receipt of such Electronic Signature as if the original had been received), each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. The recitals to this Agreement are considered a part hereof and are fully binding upon both parties hereto.

24. ENTIRE AGREEMENT: This Agreement and any Rate Confirmation Sheets, unless otherwise agreed in writing signed by Broker, contains the entire understanding of the Parties. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement. This Agreement shall supersede all prior oral or written statements or documents made with respect to (i) the subject matter contained herein and (ii) all transportation Services performed by Carrier in connection herewith. Additionally, this Agreement shall supersede any terms or conditions contained in any proposal, quotation, invoice, bill of lading or other communication provided by Carrier to Broker and its Affiliates as well as any tariff(s), bills of ladings or other shipping documentation adopted or utilized by Carrier in connection with loads transported in connection herewith. Any terms or conditions not specifically contained herein shall be inapplicable to any load of freight transported by Carrier in connection herewith.

25. NOTICES: All notices provided or required by this Agreement, shall be made in writing and delivered, return receipt requested, to the addresses shown herein with postage prepaid; or by confirmed (electronically acknowledged on paper) fax. The Parties shall promptly notify each other of any claim that is asserted against either of them by anyone arising out of the Parties performance of this Agreement. Notices sent as required hereunder, to the addresses shown in this Agreement shall be deemed sent to the correct address, unless the Parties are notified in writing of any changes in address.

IN WITNESS WHEREOF, the Parties have executed this Broker-Carrier Agreement as of the date and year first written above.

(Broker)

National Logistics Service, LLC

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

6432 Cheviot Road  
Cincinnati, Oh 45247

**SIGN HERE**

(Carrier)

Carrier: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_