

ICT TRANSPORT, LLC CARRIER TERMS & CONDITIONS

ICT Transport, LLC

2464 North 167th Street West
Colwich, KS 67030

WHEREAS, when we say "BROKER" or "we" in these Terms & Conditions, we are referring to ICT Transport, LLC, a Kansas limited liability company, having offices at 2464 N. 167th St. W., Colwich, KS 67030.

WHEREAS, when we say "CARRIER" or "you" in these Terms & Conditions, we mean the individual entering into these Terms & Conditions. If you agree on behalf of a corporation, LLC, partnership or other business entity, then "CARRIER" and "you" shall include that business entity and any associated individuals. Collectively, "BROKER" and "CARRIER" are the "Parties."

WHEREAS, when we say "Shipper," "Consignor," "Consignee" or "Receiver," we mean the customer of BROKER or the customer of the BROKER'S customer. When we say "Shipment," we mean an order for transportation services. When we say "Registered," we mean operated under authority issued by the Federal Motor Carrier Safety Administration (or its predecessors or successors) within the U.S. Department of Transportation ("FMCSA") or any other applicable regulatory authority.

THEREFORE, CARRIER agrees to these Terms & Conditions. Any individual or entity acting on behalf of the CARRIER in accepting Shipments hereunder warrants that it has the right to act on behalf of the CARRIER and the right to legally bind CARRIER. These Terms & Conditions shall apply to all Shipments accepted by CARRIER, unless and until these Terms & Conditions are altered or amended by the BROKER.

These Terms & Conditions supersede all agreements, representations, warranties, statements, promises, and understandings of the Parties, written or oral, except as stated herein, on the subject matter hereof.

1. CARRIER AGREES, REPRESENTS, AND WARRANTS THAT IT:

- A. Is a Registered Motor Carrier of Property under 49 U.S.C. §13102(14), is operated under authority issued by FMCSA, and is authorized to provide transportation of property under contracts with Shippers and Receivers and/or BROKERS of general commodities.
- B. Agrees to comply with all federal, state, and local laws regarding the provision of the transportation services contemplated under these Terms & Conditions.
- C. Shall transport the property, under its own operating authority and subject to these Terms & Conditions.
- D. Makes the representations herein for the purpose of inducing BROKER to enter into these Terms & Conditions.
- E. Agrees that a Shipper's insertion of BROKER'S name as the CARRIER on a bill of lading shall be for the Shipper's convenience only and shall not change BROKER'S status as a property broker nor CARRIER'S status as a motor carrier. Under these Terms & Conditions, BROKER is not a motor carrier and assumes no motor carrier responsibility for cargo or property loss and damage in the event that the National Motor Freight Traffic Association (NMFTA) (effective in August 2016), form of bill of lading is utilized.
- F. Will not re-broker, co-broker, subcontract, assign, interline, or transfer the transportation of Shipments hereunder to any other persons or entity conducting business under a different operating authority, without prior written consent of BROKER. If CARRIER breaches this provision, among all other remedies (whether at equity or in law), BROKER shall have

the right of paying the monies it owes CARRIER directly to the delivering CARRIER, in lieu of payment to CARRIER. Upon BROKER'S payment to delivering CARRIER, CARRIER shall not be released from any liability to BROKER under these Terms & Conditions or otherwise, including any claims under MAP-21 (49 U.S.C. § 13901 et seq.). In addition to the indemnity obligations herein, and notwithstanding contrary terms elsewhere in these Terms & Conditions, CARRIER will be liable for consequential damages incurred by BROKER as a result of CARRIER'S violation of this provision.

G. (i) Is in, and shall maintain compliance during the term of these Terms & Conditions, with all applicable federal, state, and local laws relating to the provision of its services, including, but not limited to: 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; security regulations; owner/operator lease regulations; loading and securement of freight regulations; implementation and maintenance of driver safety regulations, including, but not limited to, hiring, controlled substances and alcohol testing, and hours of service regulations; sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, including, without limitation, the Food Safety Modernization Act, the Sanitary Food Transportation Act of 2005 and the FDA's Final Rule pertaining to Sanitary Transportation of Human and Animal Food; qualification and licensing and training of drivers; implementation and maintenance of equipment safety regulations; maintenance and control of the means and method of transportation, including, but not limited to, performance of its drivers; all applicable insurance laws and regulations, including, but not limited to workers' compensation. CARRIER agrees to provide proof of compliance upon request.

(ii) Is solely responsible for any and all management, governing, discipline, direction, and control of its employees, owner/operators, and equipment with respect to operating within all applicable federal and state legal and regulatory requirements to ensure the safe operation of CARRIER'S vehicles, drivers, and facilities. 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, and information from BROKER or BROKER'S customer with respect to any shipment at any time.

H. CARRIER will notify BROKER immediately if its federal Operating Authority is revoked, suspended, or rendered inactive for any reason; if it is sold; if there is a change in control of ownership; or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.

I. CARRIER shall defend, indemnify and hold BROKER and its Shipper customer harmless (including attorney fees) from any claims, actions, or damages, arising out of its performance under these Terms & Conditions; CARRIER'S failure to comply with applicable law; cargo or property loss, damage, theft, and/or delay; damage to property; and personal injury or death. The obligation to defend shall include all costs of defense as they accrue, including attorney fees. CARRIER shall not be liable for any claims, actions, or damages caused by the gross negligence or intentional act of BROKER or its Shipper.

J. Maintains a safety rating of "Satisfactory" issued by FMCSA and will notify BROKER in writing immediately if its safety rating is changed to "Unsatisfactory" or "Conditional".

K. CARRIER authorizes BROKER to invoice CARRIER'S freight charges to Shipper, Consignee, or third parties responsible for payment.

L. For the benefit of the BROKER and any and all Shippers, Consignors, Consignees, Receivers, and any other parties with any interest to the transportation of the property, CARRIER agrees, represents, and warrants that : To the extent that any Shipments subject to these Terms & Conditions are transported within the State of California, all equipment, including, but not limited to,: semi-trailers, containers, truck vans, shipping containers and railcars, and Semi-Tractors that haul them under these Terms & Conditions are in compliance with all California Air Resources Board ("CARB") regulations, including, but not limited to (i) Tractor-Trailer Greenhouse Gas Regulations (ii) Transport Refrigerated Unit ("TRU") Regulations (iii) Truck and Bus Regulation, (iv) In-Use Off-Road Diesel-Fueled Fleets Regulation, and/or (v) Advanced Clean Fleets Regulation. CARRIER shall defend, indemnify, hold harmless (including attorney fees)

and be liable to BROKER and any and all Shippers, Consignors, Consignees, Receivers, and any other parties with any interest to the transportation of the property for any penalties, or any other liability, imposed on the same, or assumed by BROKER due to penalties imposed on BROKER'S customer(s) because of CARRIER'S violation of any applicable CARB regulations and/or use of non-compliant equipment.

2. BROKER RESPONSIBILITIES:

A. BROKER shall inform CARRIER of (i) place of origin and destination of all Shipments; and (ii) if applicable, and only when BROKER has been timely notified, any special shipping and handling instructions, special equipment requirements, or value of Shipments in excess of any prior specified amount.

B. CARRIER agrees that BROKER shall invoice Shipper, Consignee, or other party responsible for payment for CARRIER'S services and CARRIER shall not invoice any such party directly. CARRIER shall invoice BROKER for its (CARRIER'S) charges, as mutually agreed in writing, by fax, or by electronic means, contained in BROKER'S Load & Rate Confirmation Sheet(s) and/or dispatch sheets, which are incorporated herein by this reference (collectively or individually, "Rates"). Additionally, any rates, which may be verbally agreed upon, shall be deemed confirmed in writing where CARRIER has billed the agreed rate and BROKER has paid it.

C. Additional rates for truckload or LTL Shipments, or modifications or amendments to the Rates, or additional rates, including, but not limited to, stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, released rates or values, or tariff rules or circulars, may be established to meet changing market conditions, Shipper requirements, BROKER requirements, and/or specific shipping schedules as mutually agreed upon by BROKER and CARRIER, and shall be confirmed in writing (or by fax or email) by both Parties. Any such addition, modification, amendment, or change to the Rates agreed to in writing by both BROKER and CARRIER shall only be valid when specifically agreed to in a signed writing by the Parties and shall automatically be incorporated herein by this reference.

D. The Parties agree that BROKER is the sole party responsible for payment of CARRIER'S charges. Failure of BROKER to collect payment from its customer shall not exonerate BROKER of its obligation to pay CARRIER. CARRIER hereby waives the requirement under any applicable statute or regulation for BROKER to maintain a trust account or be subject to any trust obligations in respect of moneys owed to CARRIER hereunder. BROKER agrees to pay CARRIER'S invoice within thirty (30) days of receipt of the bill of lading or proof of delivery, unless otherwise stated on CARRIER'S invoice, provided CARRIER is not in default under these Terms & Conditions. If BROKER has not paid CARRIER'S invoice as agreed, and CARRIER has complied with these Terms & Conditions, CARRIER may seek payment from the Shipper or other party responsible for payment after giving BROKER twenty (20) business days advance written notice. CARRIER shall not seek payment from Shipper if Shipper can prove payment to BROKER.

E. BROKER shall maintain a surety bond /trust fund and on file with the FMCSA in the form and amount not less than that required by that agency's regulations.

F. BROKER'S responsibility is limited to arranging for, but not actually performing, transportation of a Shipper's freight.

G. If applicable, BROKER will notify CARRIER immediately if its Operating Authority is revoked, suspended, or rendered inactive for any reason; if it is sold; if there is a change in control of ownership; or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.

3. CARRIER RESPONSIBILITIES:

A. EQUIPMENT: Subject to its representations and warranties contained in these Terms & Conditions, CARRIER agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required for BROKER and/or its customers. CARRIER represents and warrants that it will:

- (i) Not supply equipment that has been used to transport hazardous waste, whether solid or liquid,

regardless of whether it meets the definition in 40 C.F.R. §261.1 et. seq.

(a) Furnish equipment for transporting cargo which is sanitary, and free of any contamination, suitable for the particular commodity being transported and which will not cause in whole or in part adulteration of the commodity as defined in 21 U.S.C § 301 et. seq.

(ii) Transport all Shipments with reasonable dispatch, or in accordance with any other time and delivery requirements agreed in writing.

B. BILLS OF LADING: CARRIER shall sign a bill of lading, produced by Shipper or CARRIER in compliance with 49 C.F.R. §373.101 (and any amendments thereto), for the property it receives for transportation under these Terms & Conditions. Unless otherwise agreed in writing, CARRIER shall become fully responsible/liable for the freight when it takes/receives possession thereof, and the trailer(s) is loaded, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to CARRIER, and which responsibility/liability shall continue until delivery of the shipment to the Consignee and the Consignee signs the bill of lading or delivery receipt. The foregoing sentence is not intended to limit or waive the application of the law related to concealed damages. Any terms of the bill of lading (including, but not limited to, payment and credit terms, released rates or released value) inconsistent with these Terms & Conditions shall be ineffective. Failure to issue a bill of lading, or sign a bill of lading acknowledging receipt of the cargo, by CARRIER, shall not affect the liability of CARRIER.

C. RECEIPT OF DELIVERY: CARRIER shall obtain from the Consignee a complete, signed delivery receipt or proof of delivery for each shipment, and it shall notify BROKER immediately of any exception on any document. CARRIER shall send BROKER clear delivery receipt or proof of delivery and lumpers receipts (if any) within 24 hours of delivery.

D. LOSS & DAMAGE CLAIMS:

(i) CARRIER shall comply with 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. CARRIER agrees that food that has been transported or offered for transport under conditions that are not in compliance with Shipper's or BROKER'S instructions, as provided to CARRIER by Shipper or BROKER, will be conclusively determined to be "adulterated" within the meaning of the Federal Food, Drug and Cosmetic Act, 21 U.S.C. § 301 et. seq. CARRIER understands and agrees that adulterated Shipments may be refused by the Consignee or Receiver, at destination, without diminishing or affecting CARRIER'S liability in the event of a cargo claim. CARRIER shall not sell, salvage, or attempt to sell or salvage any goods without the BROKER'S express written permission.

(ii) CARRIER'S liability for any cargo or property damage, loss, delay, or theft from any cause shall be determined under the Carmack Amendment, 49 U.S.C. §14706; however, liability for exempt commodities and processing cargo and property loss and damage claims shall be determined by: DRC Trading Practices, or Blue Book Transportation Guidelines, or NAPTWG Best Practices by agreement of the Parties and if no agreement then by one of the above associations' guidelines named above at the selection of the BROKER.

(iii) Special Damages: CARRIER'S indemnification liability for claims for freight loss, damage, and/or delay claims under these Terms & Conditions shall include legal fees which shall constitute special damages, the risk of which is expressly assumed by CARRIER, and which shall not be limited by any liability of CARRIER above.

(iv) Except as provided above, neither Party shall be liable to the other for consequential damages without prior written notification of the risk of loss and its approximate financial amount, and agreement to assume such responsibility in writing.

(v) Notwithstanding the terms of 49 CFR 370.9, CARRIER shall pay, decline or make settlement offer in writing on all cargo and property loss or damage claims within 60 days of receipt of a claim. Failure of CARRIER to pay, decline or offer settlement within this 60-day period shall be deemed admission by CARRIER of full liability for the amount claimed and a material breach of these Terms & Conditions.

E. INSURANCE: CARRIER shall furnish BROKER with Certificate(s) of Insurance, or insurance policies evidencing coverage in force as of the date of certificate issuance, and unless otherwise agreed, subject to the following minimum limits: General liability \$1,000,000; motor vehicle (including hired and non-owned vehicles) \$1,000,000, (\$1,000,000 if transporting hazardous materials including environmental damages due to release or discharge of hazardous substances); cargo damage/loss, \$100,000; workers' compensation with limits at least equal to that required by applicable law. Except for the higher coverage limits which may be specified above, the insurance policies shall comply with minimum requirements of the FMCSA and any other applicable regulatory state agency. Nothing in these Terms & Conditions shall be construed to avoid or limit CARRIER'S liability due to any policy limits or exclusion or deductible in any insurance policy. CARRIER hereby agrees that BROKER and/or BROKER'S insurance provider may discuss CARRIER'S insurance coverage with CARRIER'S insurance provider. Except to the extent (if any) that the same may affect, prejudice or void coverage under the applicable insurance policy, CARRIER hereby gives permission to CARRIER'S insurance provider to disclose and discuss CARRIER'S insurance coverage with BROKER and/or BROKER'S insurance provider and gives permission for CARRIER'S insurance provider to provide a copy of CARRIER'S insurance policy(ies), together with all declaration pages, endorsements, schedules, applications and/or other documents pertaining to such policy(ies), to BROKER and/or BROKER'S insurance provider. This permission includes, but is not limited to, the release of verbal and written information pertaining to any claim that arises from transportation that occurs under these Terms & Conditions, including, but not limited to, letters or other correspondence pertaining to any denial of coverage or reservation of rights to deny coverage.

F. ASSIGNMENT OF RIGHTS: CARRIER automatically assigns to BROKER all its rights to collect freight charges from Shipper or any responsible third party on receipt of payment of its freight charges from BROKER.

G. CARRIER shall in no event be considered an employee or agent of BROKER or BROKER'S customer, but on the contrary shall be deemed and treated as an independent contractor engaged by BROKER. CARRIER assumes full responsibility for the payment of federal, state, and local taxes or contributions or taxes for unemployment insurance, pensions, workers' compensation, or other social security and related protection with respect CARRIER'S employees engaged in the performance of the services rendered hereunder and CARRIER agrees to comply with applicable federal, state, and local laws, ordinances, regulations and rules applicable thereto. BROKER shall not be liable for any of the payroll-related tax obligations specified above and CARRIER shall indemnify, defend, and hold BROKER harmless (including attorney fees) from any claim or liability imposed or asserted against BROKER for any such obligations.

H. In the event CARRIER performs services for a Shipper with U.S. Government contracts, CARRIER shall follow all laws and regulations governing contractors and subcontractors providing goods or services to government agencies, including, but not limited to, Federal Acquisition Regulations ("FAR") clauses 52.222-26; 41 C.F.R. §60-751.5; FAR 52.222-37; 41 C.F.R. §60- 250.40; FAR 52.222-35; FAR 52.222-36; 52.247-64 and 41.

4. MISCELLANEOUS:

A. INDEPENDENT CONTRACTOR: The relationship of the Parties to each other shall at all times be that of independent contractors. None of these Terms & Conditions, 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, or employer/employee relationship between the Parties. Each Party shall provide sole supervisions and shall have exclusive control over the actions and operations of its own employees and agents used to perform its services hereunder. Neither Party has any right to control, discipline or direct the performance of any employees or agents of the other Party. Neither Party shall represent to any party that it is anything other than an independent contractor in its relationship to the other Party.

B. NON-EXCLUSIVE AGREEMENT: CARRIER and BROKER acknowledge and agree that these Terms & Conditions 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.

C. WAIVER OF PROVISIONS:

(i) Failure of either Party to enforce a breach or waiver of any provision or term of these Terms & Conditions shall not be deemed to constitute a waiver of any subsequent failure or breach, and shall not affect or limit the right of either Party to thereafter enforce such a term or provision.

(ii) These Terms & Conditions are entered into pursuant Section 14101(b) of Title 49 of the United States Code; provided, however, and except for the provisions governing registration, insurance, and safety fitness, as otherwise prohibited by law, or otherwise reserved in these Terms & Conditions, the Parties hereby expressly waive any and all rights and remedies permitted thereunder to the extent otherwise provided herein.

D. DISPUTES: In the event of a dispute arising out of these Terms & Conditions, including, but not limited to, federal or state statutory claims, unless preempted or controlled by federal transportation law and regulations, the laws of the State of Kansas shall be controlling notwithstanding applicable conflicts of laws rules. The Parties agree and submit themselves to the exclusive venue and jurisdiction of the state and federal courts in Sedgwick County, Kansas, as it relates to any dispute arising under, in whole or in part, these Terms & Conditions.

E. NO BACK SOLICITATION:

(i) Unless otherwise agreed in writing, CARRIER shall not knowingly solicit freight Shipments (or accept Shipments) during the effectiveness of these Terms & Conditions and for a period of 12 month(s) following termination of these Terms & Conditions for any reason, from any Shipper, Consignor, Consignee, or other customer of BROKER, when Shipments of such of BROKER'S customers were first tendered to CARRIER by BROKER.

(ii) In the event of breach of this provision, BROKER shall be entitled, for a period of 12 months following delivery of the last shipment transported by CARRIER under these Terms & Conditions, to a commission of twenty-five percent (25%) of the gross transportation revenue (as evidenced by freight bills) received by CARRIER for the transportation of said freight as liquidated damages. Additionally, BROKER may seek injunctive relief and in the event it is successful, CARRIER shall be liable for all costs and expenses incurred by BROKER, including, but not limited to, reasonable attorney's fees.

F. CONFIDENTIALITY:

(i) In addition to confidential information protected by law, statutory or otherwise, the Parties agree that all of their financial information and that of their customers, including, but not limited to, freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements shared or learned between the Parties and their customers, shall be treated as confidential, and shall not be disclosed or used for any reason without prior written consent.

(ii) In the event of violation of this confidentiality paragraph, the Parties agree that the remedy at law, including monetary damages, may be inadequate and that the Parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating Party from further violation of these Terms & Conditions in which case the non-prevailing Party shall be liable for all costs and expenses incurred, including, but not limited to, reasonable attorney's fees.

G. The limitations of liability for cargo and property loss and damage as well as other liabilities, arising out of the transportation of Shipments, which originate outside the United States of America, may be subject to the laws of the country of origination.

H. NOTICES:

(i) All notices provided or required by these Terms & Conditions, 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) or by email with electronic receipt.

(ii) 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 these Terms & Conditions.

(iii) Notices sent as required hereunder, to the addresses shown in these Terms & Conditions shall be deemed sent to the correct address, unless the Parties are notified in writing of any changes in address.

I. CONTRACT TERM: The term of these Terms & Conditions shall be one year from the date hereof and thereafter it shall automatically be renewed for successive one (1) year periods. Either Party may terminate these Terms & Conditions at any time, including the initial term, with or without cause, upon thirty (30) day's prior written notice to the other Party. In the event of termination of these Terms & Conditions for any reason, the Parties shall be obligated to complete performance of any work in progress in accordance with these Terms & Conditions.

J. SEVERANCE & SURVIVAL: In the event any of these Terms & Conditions are determined to be invalid or unenforceable, no other terms shall be affected and the unaffected terms shall remain valid and enforceable as written. The representations, rights and obligations of the parties hereunder shall survive termination of these Terms & Conditions for any reason.

K. ELECTRONIC COMMUNICATION CONSENT: The Parties to these Terms & Conditions are authorized to email at the email addresses shown herein, or otherwise modified in writing from time to time, shipment availabilities, equipment and rate promotions, or any advertisements of new services.

L. FORCE MAJEURE. In the event that either Party is prevented from performing its obligations under these Terms & Conditions because of an occurrence beyond its control and arising without its fault or negligence, including without limitation, war, riots, rebellion, acts of God, acts of lawful authorities, fire, strikes, lockouts or other labor disputes, such failures to perform (except for any payments due hereunder) shall be excused for the duration of such occurrence. Economic hardships, including, but not limited to, recession and depression, shall not constitute Force Majeure events.

M. ENTIRE AGREEMENT: Unless otherwise agreed in writing, these Terms & Conditions contain the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and understandings of the Parties relating to the subject matter stated herein, whether any such document was signed prior to, contemporaneously with or subsequent to execution of these Terms & Conditions. The Parties further intend that these Terms & Conditions constitutes the complete and exclusive statement of all Terms & Conditions of all agreements between the Parties, and that no extrinsic evidence may be introduced to reform these Terms & Conditions or other agreements between the Parties controlled by these Terms & Conditions in any judicial or arbitration proceeding related to the subject matter stated herein.