

Customer Terms and Conditions

GEODIS Transportation Solutions, LLC with its principal place of business at 7101 Executive Center Drive, Suite 333, Brentwood, Tennessee 37027, for itself and on behalf of its affiliated companies and divisions which are also deemed parties to this Agreement, collectively hereinafter referred to as "GEODIS", in its capacity as an authorized property broker, provides a service that allows, via the website at www.info.geodis.com/capacity-solutions-sign-up.com (the "Site"), for Customers to register for a GEODIS account on the Site ("Account"). This Account allows GEODIS to arrange for shipments using third party motor carriers ("Service") on behalf of Customers. As used herein, the term "Customer" means any entity establishing an Account with GEODIS as a customer. Customer represents and warrants that all required registration information it submits is truthful and accurate and that Customer will maintain the accuracy of such information. GEODIS ENTERS INTO THESE CUSTOMER TERMS AND CONDITIONS ("AGREEMENT") AS A PROPERTY BROKER FOR THE PURPOSE OF OBTAINING MOTOR CARRIER SERVICE IN ACCORDANCE WITH THE TERMS HEREOF. THIS AGREEMENT SETS FORTH THE LEGALLY BINDING TERMS GOVERNING MOTOR CARRIER SERVICE ARRANGED BY GEODIS AND PROVIDED BY ANY CARRIER. BY ACCESSING OR USING THE SERVICE, YOU, "CUSTOMER", ARE ACCEPTING THIS AGREEMENT, ON BEHALF OF YOURSELF AND THE COMPANY, ENTITY OR ORGANIZATION THAT YOU REPRESENT, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THIS AGREEMENT, ON BEHALF OF YOURSELF OR THE COMPANY, ENTITY OR ORGANIZATION THAT YOU REPRESENT. ANY TERMS AND CONDITIONS ON ANY TRANSACTIONAL OR SHIPMENT-SPECIFIC DOCUMENT, INCLUDING, BUT NOT LIMITED TO, ANY BILL OF LADING, DOCK RECEIPT OR SIMILAR DOCUMENTATION EXCHANGED BETWEEN THE PARTIES OTHER THAN THESE TERMS AND CONDITIONS SHALL NOT APPLY TO ANY SERVICES PERFORMED UNDER THIS AGREEMENT AND SHALL NOT BE BINDING ON OR APPLICABLE TO GEODIS. CUSTOMER AND GEODIS ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT EXCLUSIVELY GOVERNS SERVICES REGARDLESS OF WHETHER CUSTOMER AND ANY LEGAL ENTITY INCLUDED IN THE DEFINITION OF "GEODIS" ARE PARTIES TO ANY SEPARATE CONTRACT, AGREEMENT, OR OTHER DOCUMENT PURSUANT TO WHICH GEODIS HAS AGREED TO ARRANGE TRANSPORTATION FOR OR ON BEHALF OF CUSTOMER. YOU MAY NOT ACCESS OR USE THE SERVICE OR ACCEPT THIS AGREEMENT IF YOU ARE NOT AT LEAST 18 YEARS OLD. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THIS AGREEMENT, DO NOT ACCESS OR USE THE SERVICE. GEODIS MAY TERMINATE YOUR ABILITY TO USE THE SERVICE AT ANY TIME, IN ITS SOLE DISCRETION WHETHER WITH OR WITHOUT CAUSE.

1. SERVICE DESCRIPTION AND USE

The Service facilitates GEODIS' role in arranging movement of shipments moving in interstate, intrastate, intra-provincial, inter-provincial, and international commerce requiring over the road truckload transportation (each an "Order"). Customer can request quotes for transporting an Order by completing a quote request form. Once the Order is confirmed, Customer will receive a Freight Quote Confirmation and Customer agrees that any services accepted by Customer on such Freight Quote Confirmation are governed by this Agreement.

2. CUSTOMER'S COMPLIANCE WITH LAW.

Customer warrants and represents that it is authorized to tender the Orders in question and that all descriptions of the Orders are complete, accurate, and include all information required by applicable law, rules or regulation

3. RATES & PAYMENTS

CUSTOMER, and not GEODIS, shall be responsible for all freight charges (including fuel surcharges, storage charges, or other accessorial) of Carriers that transport CUSTOMER shipments serviced hereunder.

Notwithstanding the preceding sentence, unless and until GEODIS notifies CUSTOMER otherwise, GEODIS will make payment on behalf of CUSTOMER for Carrier Charges unless CUSTOMER breaches its obligation to pay GEODIS. GEODIS will invoice CUSTOMER for all such amounts as agreed upon by GEODIS and CUSTOMER. and CUSTOMER shall pay all invoices within thirty (30) calendar days of the date of such invoices. All invoices and payments will be in US Dollars. Invoices not paid within thirty-five (35) days from date of invoice will be subject to a 1.5% late fee of the total outstanding invoice amount per month or the maximum rate permitted by applicable law, whichever is less. Customer shall also be liable for any expenses, including attorney fees, GEODIS incurs in collecting or attempting to collect amounts due and owing under this Agreement. If any Order Information provided by Customer is inaccurate or incomplete, Customer acknowledges and agrees that the agreed upon Order Fee may, in GEODIS's sole discretion, be revised to reflect the Order actually tendered.

4. CONTRACT CARRIERS.

GEODIS' sole responsibility with respect to qualification of Carriers available for use with respect to the Service is to make reasonable efforts to restrict access to the Service to only those Carriers: (i) authorized to perform the services required by Customer; and (ii) that possess commercial automobile/trucking liability insurance coverage with limits of not less than one million U.S. Dollars (\$1,000,000) per occurrence, motor truck cargo legal liability insurance in an amount not less than one-hundred thousand U.S. Dollars (\$100,000) per occurrence, and all insurance coverages required by applicable law. GEODIS makes no express or implied warranties or guarantees concerning delivery time or the locating of a Carrier to provide the transportation services requested by Customer.

5. CARGO LOSS, DAMAGE, OR SHORTAGE.

a. Carriers shall agree to be liable for the full invoice value of the cargo lost, damaged, delayed, or destroyed, pursuant to the Carmack Amendment as currently codified at 49 U.S.C. § 14706, except that Carriers' full value liability shall not exceed \$100,000 (U.S. Dollars) per Order. Customer may, not later than forty-eight (48) hours prior to the scheduled pick-up, notify GEODIS that Customer requests the underlying Carrier to accept a higher level of liability, which notice must include the dollar (U.S.) amount of such liability. GEODIS shall have no obligation to arrange for increased Carrier liability, and Carrier shall have no obligation to provide such increased liability. If successful, GEODIS will provide written notice to Customer of the Carrier's agreement to provide increased liability levels, in which case Customer must declare the increased value on the face of the bill of lading presented to or by the Carrier at pick-up and the Carrier's liability shall thereupon be limited to the declared value.

b. GEODIS shall have no liability for cargo loss, damage, destruction, delay or shortage, except to the extent such claims are proximately caused by GEODIS's negligent acts or omissions in which case, GEODIS liability will in no event exceed \$100,000 per Order. In no event shall GEODIS have any liability for any conduct, act or omission of a Carrier.

c. Concealed loss or damage reported by Customer to Geodis within five (5) calendar days of the date of delivery shall be treated as if the damage had been noted on the proof of delivery at the time of delivery. Failure to provide such a report will result in a presumption that any loss or damage occurred subsequent to delivery.

d. In no event will GEODIS or the carrier be responsible for any chargebacks, fines, or other amounts assessed by any customer or vendor of Customer with respect to any late pick-ups or deliveries. In no event will Customer file a claim, and in no event will either GEODIS or Carrier be liable, for loss or damage to an Order unless there is proof of actual loss or damage to cargo. Without limiting the foregoing, in no event will a broken trailer seal, without more, constitute evidence that cargo has been lost or damaged. In no event will GEODIS or any Carrier be responsible for any claim for cargo loss, damage, destruction or delay arising during transportation in Mexico. If it is unclear whether a claim arose during transportation in Mexico, there will be a presumption,

rebuttable only by clear and convincing evidence to the contrary, that such claim did in fact arise during transportation in Mexico.

e. Customer shall notify GEODIS in writing within forty-five (45) calendar days after the later of the date of delivery or the date delivery was scheduled to have occurred if no delivery is made, of any loss of, damage to, delay or shortage in a shipment of its freight; otherwise, Customer shall forfeit any claims it may have against GEODIS or Carrier with respect to such claims.

f. GEODIS and/or the carrier shall be entitled to a credit for the reasonable salvage value of any cargo with respect to which a claim is made regardless of whether cargo is actually sold for salvage.

g. Any amounts recovered from the Carrier with respect to any claim for cargo loss or damage shall be credited against the liability of GEODIS, and as a condition to any payment by GEODIS with respect to any such claim, Customer will assign to GEODIS any and all rights it may have against the Carrier with respect to such claim.

h. Any lawsuit arising from such claim must be commenced within eighteen (18) months of denial of all or any part of such claim. Customer acknowledges and agrees that the sole liability of GEODIS with respect to loss, damage or delay to cargo shall be as set forth in this provision and Customer warrants and represents that if it is not the owner of such cargo, Customer holds authority from such owner to and does hereby bind the owner to the provisions of this Agreement.

6. USER CONTENT.

a. "User Content" means any and all information, data, and other content that a User submits to, or uses with, the Service. User Content includes Order Information and any other information provided in an Order request. Customer is solely responsible for Customer's User Content. Customer assumes all risks associated with use of Customer's User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of Customer's User Content that makes Customer or any third party personally identifiable. Customer hereby represents and warrants that Customer's User Content does not violate the Acceptable Use Policy defined on the Site. For the avoidance of doubt, User Content may include third-party content Customer submits. Customer agrees not to submit third-party content unless CUSTOMER has the consent of the applicable third-party owner of such content. Customer may not state or imply that Customer's User Content is in any way provided, sponsored or endorsed by GEODIS. Customer alone is responsible for any liability resulting from Customer's User Content, including, but not limited to, liability resulting from any of Customer's User Content that violates the Acceptable Use Policy. GEODIS does not control User Content, and Customer acknowledges and agrees that GEODIS assumes no responsibility for any User Content and makes no guarantees regarding the accuracy, currency, suitability, or quality of any User Content.

b. Customer hereby grants, and Customer represents and warrants that Customer has the right to grant, to GEODIS an irrevocable, nonexclusive, royalty-free and fully paid, sublicenseable, worldwide license to use Customer's User Content, solely for the purposes of including Customer's User Content in the Service and to create Anonymous Data. All rights in and to the User Content not expressly granted to GEODIS in this Agreement are reserved by Customer. GEODIS may create anonymous data records ("Anonymous Data") from Customer's User Content by using commercially reasonable efforts to exclude any and all information (such as company name) that would identify Customer. GEODIS may use and disclose Anonymous Data for any purpose, including to improve the Service. GEODIS may share Customer's User Content (a) with GEODIS's third-party service providers; (b) if another company acquires GEODIS's company, business, or GEODIS's assets, including through bankruptcy, with such acquiring company; and (c) to comply with relevant laws, to respond to subpoenas or warrants served on us, to protect or defend GEODIS's or GEODIS's Users' rights or property, and/or to investigate or assist in preventing any violation or potential violation of the law or this Agreement.

7. DISCLAIMERS AND RELEASE.

THE SERVICE IS PROVIDED "AS-IS" AND "AS AVAILABLE" AND GEODIS (AND ITS SUPPLIERS) EXPRESSLY

DISCLAIM ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. GEODIS (AND ITS SUPPLIERS) MAKE NO WARRANTY THAT THE SERVICE: (A) WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (B) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (C) WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE; OR (D) RESULT IN ANY REVENUE, PROFITS, OR COST REDUCTION. THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. GEODIS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS.

GEODIS HAS NO RESPONSIBILITY OR LIABILITY FOR ANY SHIPPING SERVICES PROVIDED TO CUSTOMER BY ANY CARRIER. GEODIS SHALL NOT BE DEEMED TO BE AN AGENT OR A PARTNER OF CARRIER OR CUSTOMER FOR ANY REASON.

UNLESS OTHERWISE EXPRESSLY INDICATED, GEODIS DOES NOT ASSESS THE SUITABILITY, LEGALITY, REGULATORY COMPLIANCE, QUALITY OR ABILITY OF ANY CARRIERS, SHIPPERS, SHIPPED ITEMS AND SHIPPING SERVICES SCHEDULED THROUGH THE USE OF THE SERVICE, AND GEODIS MAKES NO WARRANTY REGARDING THE FOREGOING. BY USING THE SERVICE, CUSTOMER OR CUSTOMER'S SHIPMENTS MAY BE EXPOSED TO SITUATIONS THAT ARE POTENTIALLY DANGEROUS, OFFENSIVE, HARMFUL, UNSAFE OR OTHERWISE OBJECTIONABLE. CUSTOMER USES THE SERVICE AT CUSTOMER'S OWN RISK. CUSTOMER INTERACTIONS WITH OTHER USERS AND THIRD PARTIES ARE SOLELY BETWEEN CUSTOMER AND SUCH USER OR THIRD PARTY. CUSTOMER AGREES THAT GEODIS WILL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE INCURRED AS THE RESULT OF ANY SUCH INTERACTIONS. IF THERE IS A DISPUTE BETWEEN CUSTOMER AND ANY USER OR THIRD PARTY, GEODIS IS UNDER NO OBLIGATION TO BECOME INVOLVED.

CUSTOMER HEREBY WAIVES AND RELEASES GEODIS (AND GEODIS'S SUPPLIERS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS) FROM, AND HEREBY WAIVE AND RELINQUISH, EACH AND EVERY PAST, PRESENT AND FUTURE DISPUTE, CLAIM, CONTROVERSY, DEMAND, RIGHT, OBLIGATION, LIABILITY, ACTION AND CAUSE OF ACTION OF EVERY KIND AND NATURE (INCLUDING PERSONAL INJURIES, DEATH, AND PROPERTY DAMAGE), ARISING FROM CUSTOMER'S USE OF THE SERVICE, OR IN ANY WAY RELATED TO OTHER USERS OR THIRD PARTIES.

8. LIMITATION ON LIABILITY.

IN NO EVENT SHALL GEODIS (OR ITS SUPPLIERS) BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR CUSTOMER'S USE OF, OR INABILITY TO USE, THE SERVICE, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR BUSINESS INTERRUPTION, EVEN IF GEODIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, GEODIS'S (AND ITS SUPPLIERS') LIABILITY TO CUSTOMER FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT OR THE SERVICE (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO THE GREATER OF (A) FIFTY US DOLLARS (\$50) OR (B) AMOUNTS CUSTOMER HAS PAID GEODIS IN THE PRIOR 12 MONTHS (IF ANY). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT.

9. INDEMNITY.

CUSTOMER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS GEODIS, ITS AFFILIATED ENTITIES, PARENT ENTITIES, SUBSIDIARY ENTITIES, AND (EACH OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES EACH OF WHICH IS AN INTENDED THIRD PARTY BENEFICIARY OR THIS PROVISION) FROM AND AGAINST, AND SHALL PAY AND REIMBURSE THEM FOR, ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, FINES, JUDGMENTS, PENALTIES AND AMOUNTS (INCLUDING REASONABLE ATTORNEY FEES) ARISING FROM OR RELATED TO: (I) BREACH BY CUSTOMER OF THESE TERMS AND CONDITIONS; (II) THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF CUSTOMER, ITS AGENTS, CONTRACTORS OR EMPLOYEES; (III) VIOLATION BY CUSTOMER, ITS

AGENTS, CONTRACTORS OR EMPLOYEES OF ANY APPLICABLE LAWS, RULE OR REGULATION; OR (IV) COMPLIANCE WITH OR RELIANCE ON ANY INSTRUCTIONS, DIRECTIONS, OR REQUEST OF CUSTOMER; PROVIDED, HOWEVER, THAT CUSTOMER'S INDEMNIFICATION AND HOLD HARMLESS OBLIGATIONS UNDER THIS PARAGRAPH WILL NOT APPLY TO THE PRORATED EXTENT THAT ANY CLAIM IS DIRECTLY AND PROXIMATELY CAUSED BY THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF THE PARTY TO BE DEFENDED, INDEMNIFIED OR HELD HARMLESS.

10. CONFLICT.

If there is any conflict or inconsistency between the terms and conditions set forth in this Agreement and the terms set forth in any Bill of Lading, Dock Receipt, Proof of Delivery or any other shipping form, the terms and conditions of this Agreement shall control.

11. PRESS/COPYRIGHT/TRADEMARK INFORMATION.

Customer hereby grants GEODIS permission to identify Customer as a customer of GEODIS or user of GEODIS's Services and to reproduce Customer's name and logo on the Site and in any other marketing materials. All trademarks, logos and service marks ("Marks") displayed on the Service are GEODIS property or the property of other third parties. Customer is not permitted to use these Marks without GEODIS's prior written consent or the consent of such third party which may own the Marks.

12. ASSIGNMENT

Neither party shall assign this Agreement or any rights hereunder without the prior written consent of the other party, except that GEODIS may assign this Agreement to any of its parent, subsidiary, or related companies, or to any surviving company in a merger or acquisition. Any assignment made pursuant to this paragraph shall be binding upon all assigns, heirs, and successors of the assigning party.

13. NOTICES

Except for regular business communications, which may be transmitted through procedures established by agreement or acquiescence, all notices made hereunder shall be provided in writing and delivered by facsimile machine promptly followed by confirmation of receipt, certified mail, or overnight courier with tracking capabilities. Notices transmitted by facsimile machine shall be deemed received as of the date and time of confirmation documented by sender. Notices transmitted by certified mail or overnight courier shall be deemed received as of the date and time signed for by recipient. Notices shall be addressed to the respective parties as set forth below:

Customer: Information provided in Customer's financial account application

GEODIS: GEODIS Transportation Solutions, LLC

Attn: Jeremey Wright, CFO

7101 Executive Center Drive, Suite 333

Brentwood, Tennessee 37027

With a copy to Chief Legal Officer (same address)

14. FORCE MAJEURE

Neither GEODIS nor any Carrier shall be liable for any delay in the performance of their respective obligations under this Agreement resulting from any force majeure, including, but not limited to, acts of God, acts of

government or other civil or military authorities, acts of terror, war, riots, or any other event of like kind beyond the reasonable control of the party. In the event of a force majeure, the affected party shall promptly notify the other party in writing, stating the reasons for the inability to comply with the provisions of this Agreement, and the expected duration of the force majeure.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the parties and supersedes any and all prior agreements and understanding, either oral or written. This Agreement may be executed in one or more counterparts and each such counterpart shall, for all purposes, be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. If any provision of this Agreement is held to be invalid under the laws of the Federal government, any State, Province, Territory, Municipality or any other jurisdiction having authority, such provision will be deemed to have no effect in such jurisdiction, but all other provisions of this Agreement shall remain in full force and effect.

16. CHOICE OF LAW, JURISDICTION, VENUE, ATTORNYES FEES

The parties agree that this Agreement shall be governed by, construed, and enforced in accordance with the internal laws of the State of Tennessee and without regard to its conflict of law rules. The exclusive jurisdiction and venue of all court actions filed relating to this Agreement shall be in the state and federal courts serving Williamson County, Tennessee, and Customer hereby irrevocably consents to such courts' venue and exercise of jurisdiction over its person relating thereto. In the event either party incurs reasonable attorney fees, costs, or expenses in enforcing any of the provisions of this Agreement, or in exercising any right or remedy arising out of any breach of this Agreement by the other party, the prevailing party shall be entitled to receive reasonable attorney fees, costs, and expenses from the other party.

17. WAIVER

The Parties expressly waive any and all rights and remedies permitted to be waived under the Interstate Commerce Commission Termination Act, to the extent that such rights and remedies are inconsistent with any of the provisions of this Agreement. To the extent allowable under Applicable Law, Customer hereby waives its right to obtain copies of GEODIS's records as provided for under 49 C.F.R. Part 371. Notwithstanding the foregoing, to the extent that Customer obtains records set forth in 49 C.F.R. § 371.3 by any means whatsoever, Customer agrees to refrain from utilizing such records in negotiating for the provision of services with any third party, including existing customers of GEODIS. Customer further agrees and understands that all such records comprise GEODIS's confidential information and trade secrets. Nothing in this section is intended to relieve Customer of any other obligations imposed upon it by this Agreement, or to limit any rights of GEODIS to enforce such obligations.

18. MUTUAL COOPERATION AND RESOLUTION OF DISPUTES

Both parties understand and agree to cooperate in order to ensure efficient and economical transportation and related services. If any dispute arises in connection with this Agreement or otherwise with respect to the relationship of the Parties, after the representatives of GEODIS and Customer primarily responsible for the negotiation and performance of the Agreement are unable, after reasonably diligent effort, to resolve the dispute, the dispute shall be referred to an Executive of GEODIS and an Executive of Customer who have not been directly involved in prior efforts to resolve the dispute. If such Executives are unable to resolve the dispute after reasonably diligent effort, the matter may, by mutual agreement, be referred to binding arbitration, or either party may resort to litigation. In the event the matter is referred to arbitration or is litigated, the non-prevailing party shall bear all related costs, including the prevailing party's costs, expenses, and reasonable attorney's fees.

