



TERMS AND CONDITIONS

COMPANY IS A D.O.T. LICENSED PROPERTY BROKER AND NOT A MOTOR CARRIER OR AN AGENT FOR A MOTOR CARRIER.

Yellow Logistics (hereinafter referred to as “Company”) simplifies and streamlines shipping and warehousing of freight by allowing customers to shop across multiple carriers and modes, within a single portal. Company’s online portal allows customers to compare rates, service offerings, liability limits and transit times of the various offerings under the Yellow Corporation umbrella.

The Customer, Shipper and/or Consignee (hereinafter collectively referred to as “Customer”) agrees that by tendering goods to the Company for Services that Customer accepts these terms and conditions. Any individual or entity acting on behalf of the Customer hereunder warrants that it has the right to act on behalf of the Customer and the right to legally bind Customer. These terms and conditions shall apply to all Company-provided rates and services, unless altered or amended by Company. Customer also agrees to these terms and conditions on behalf of any third party with an interest in the freight.

These terms and conditions supersede all agreements, representations, warranties, statements, promises, and understandings of the parties, written or oral, except as stated herein. **Customer acknowledges that general rules tariffs, bills of lading, service guides, and similar documents, set forth by motor carriers, freight forwarders, intermodal, rail and air providers (together “third party service providers”) contain additional terms that may limit liability for cargo loss, damage, and delay.** Customer understands that they should review all third party service providers’ terms before tendering a shipment. Where a Customer enters into a

separate contractual agreement with Company, only conflicting terms in that agreement will take precedence over these terms and conditions.

1. Description of Services.

Company agrees to arrange for the provision of transportation and logistics related services, including transportation, warehouse, storage, or handling services, for the movement of Customer's cargo between points and places within the contiguous United States, between points and places within the contiguous United States and a single point in Canada, and between points and places within the contiguous United States and a single point in Mexico pursuant to the terms and conditions of these terms and conditions (the "Services"). The Parties agree upon the further descriptions of the Services, including the scope of work and commercial terms, set forth in the quote. Customer shall be responsible in all events for the timely and accurate delivery of instructions and cargo descriptions, including any special handling requirements, for all shipments it may tender from time to time, which Company may accept or reject in its sole discretion.

2. Receipts and Bills of Lading.

All cargo tendered shall be accepted on a bill of lading which shall function as a receipt of the goods only. Customer's insertion of Company's name of the bill of lading shall be for Customer's convenience only and shall not change Provider's status or the nature of its services.

3. Customer's Lawful Freight.

Customer represents and warrants that all cargo it tenders pursuant to these terms and conditions, and its acts and omissions incident to such tender, shall comply at all times with applicable laws, regulations, and ordinances, including those related to the transportation of hazardous materials as defined in 49 CFR §§ 172.800 and 173 et seq. Customer is obligated to inform Company immediately if any such shipment constitutes hazardous materials. Customer shall defend, indemnify and hold Company harmless from any fines, penalties, or liability of any kind, including reasonable attorney's fees, arising out of Customer's failure to comply with this Section.

4. Shipments Containing Food.

When requesting Service with respect to any shipment containing food that is subject to regulations of the Food and Drug Administration ("FDA") promulgated under the

Sanitary Food Transportation Act (hereinafter, "Food"), Customer shall, at the time of the initial request for Services with respect to the individual shipment, provide written notice (each a "Food Handling Notice") to Company that the consignment contains Food. Customer's Food Handling Notice must also include any special instructions or handling requirements, if any, to be imposed on the motor carrier, including, but not limited to, any requirements related to condition, design, maintenance, or type of transportation equipment; sealing of trailers; cross-contaminant restrictions; segregation or isolation of Food consignments; records relating to equipment (such as prior use or cleaning); temperature range requirements; temperature records (including method of measuring, monitoring, and documenting temperature); pre-cooling requirements; required transit-times, etc., (any such instructions, hereinafter the "Specialized Instructions"). Any such Food Handling Notice shall specifically identify the consignment to which it relates and in no event shall any Food Handling Notice purporting to apply to multiple consignments (including any Food Handling Notice purporting to apply to any specifically enumerated commodities, any category of commodities, or commodities moving to or from specified locations) be binding on Company or otherwise apply to Services provided by Company, regardless of whether receipt of such general Food Handling Notice has been confirmed by Company. Company's sole responsibility with respect to such Specialized Instructions is limited to providing such Specialized Instruction to the motor carrier.

5. Restricted and Excluded Commodities.

Customer agrees not to tender any shipment to Company or Company's third party carriers containing items listed below:

- Articles over 27 linear feet
- Division 1.1, 1.2, 1.3 Explosives
- Division 1.5 Explosives > 1000 lbs.
- Class 6 including Division 6.1 Toxic Substances and Division 6.2 Infectious Substances
- Class 7 Radioactive Materials Highway Route Controlled (HRC)
- Polychlorinated Biphenyls (PCBs)
- Nitrocellulose
- Asbestos
- Waste
- Toxic Inhalation Hazard Material Zone A (any quantity) and Zone B [in bulk containers

with a maximum capacity greater than 119 gallons (450 liters) for a liquid or water capacity greater than 1000 lbs (454 kg) as a receptacle for a gas.]

- Bank bills
- Blood, blood related components and products
- Collectibles other than new
- Currency and other coin
- Deeds
- Drafts
- Jewelry, other than costume or novelty jewelry
- Letters
- Museum exhibits or articles of antiquity
- Notes
- Original works of art
- Postage stamps
- Precious stones
- Revenue Stamps
- Stalls, Stall Guards and Stanchion Frames (Livestock) as described in NMFC Items 65940 and 66040.
- Tobacco, cigars and cigarettes (unsalable or boxed), snuff, snuff flour, manufactured tobacco, cigarette making kits, imitation cigarettes (e.g., electronic cigarettes), e-Cigarette liquids.
- Valuable papers of any kind
- Unpackaged bulk commodities

In the event of an accidental or inadvertent tendering by Customer to Company or Company's third party carriers of such prohibited or restricted items, Company's and/or Company's third party carriers liability in the event of loss, damage and/or delay will be limited to \$1.00 per pound per package or the actual value (whichever is less) and all other Company limitations and defenses contained herein will apply.

6. Rates and Charges.

Company will invoice Customer for its Services in accordance with the Schedule of Rates set forth in a Rate Confirmation Sheet and signed by the Parties before tender of the shipment to which such Rate Confirmation Sheet applies. If a rate confirmation sheet is not executed, Customer's tender of the shipment shall be deemed acceptance of these terms. Company will invoice Customer at cost for any additional expenditures

to third parties or government entities as may be necessary to accomplish the Services. Customer will pay Company without offset within fifteen (15) days of the original invoice date. Customer agrees that the Company may, in Company's sole discretion, establish credit limits applicable to Customer which may be revised at Company's sole discretion. Payment shall be made by ACH, wire, check, or credit card. Credit card payments are subject to a fifteen-dollar (\$15) fee for each payment. Customer shall tender payment in US currency. In the event Customer objects to all or any portion of an invoice, Customer shall notify Company in writing within ten (10) days of the invoice date, give reasons for the objection, and Company and Customer's respective representatives shall confer to resolve any disputed invoices. If Customer has not notified Company of an objection to all or any portion of an invoice, and if Customer has not paid Company without offset within fifteen (15) days, Company will charge a Late Payment Fee of 1.5%, subject to a minimum charge of \$5.00 per shipment, every thirty (30) calendar days beyond terms. Customer shall be assessed an additional charge of 30%, as a Collection Fee, (calculated from the invoiced amount) when an invoice is assigned or placed with a collection agency, attorney or other authorized agent for collection. Customer shall also be liable for any expenses, including attorney's fees, Company incurs in collecting its rates and charges. The sole purpose of this section providing for the assessment of Late Payment Fee is to prevent the Customer from having free use of funds due to the Company. Company does not sanction payment delays. Failure to pay within terms will, despite this provision for Late Payment Fees, continue to require the Company, before again extending credit, to determine in good faith whether Customer will comply with credit regulations in the future. In the event work is provided and it is subsequently discovered that there was no agreed upon rate, the Parties agree that the rate paid by Customer and collected by Company shall be the agreed upon contract rate of the Parties for the Services provided.

7. Cargo Claims.

Customer acknowledges and agrees that Company shall bear no liability for cargo loss or damage arising from or related to the performance of motor carrier services by third party service providers. Company may facilitate the claims filing process with third party service providers if Customer submits to Company within forty-five (45) days from the date of delivery a written claim fully supported by all relevant documentation including but not limited to the signed delivery receipt and listing the nature, cause, and specific amount of the claimed loss or damage. Company may, in its sole discretion and without

liability to Customer, discontinue pursuit of claims with the third party service provider if such claim is not resolved within sixty (60) days of receipt by Company.

8. Delay Claims.

Customer acknowledges and agrees that Company and any third party service providers will bear no liability for delay in delivery of cargo. In no event will Company or any third party service provider be responsible for any chargebacks or other penalties or assessments imposed by the consignor or consignee with respect to late deliveries. The Company reserves the right, in its sole discretion, to refuse any shipment at any time.

9. Warehouseman's Claims.

Company's liability as a warehouseman for cargo stored in its actual or constructive possession shall be determined based upon its exercise of the care a reasonably careful warehouseman would exercise under like circumstances. Customer acknowledges that some loss or damage to the cargo may occur during performance of storage services and as a result Customer agrees that Company shall be entitled to an annual shrinkage allowance of one-half percent (.5%) of the annual throughput cost basis. Company's maximum liability arising out of or related to loss or damage during performance of warehousing services shall not exceed, per occurrence, the lesser of: (a) replacement value of the cargo stored, or (b) \$1.00 per pound of lost or damaged cargo, per handling unit. Customer must submit all such claims to Company no later than one-hundred eighty (180) days after Customer became aware of such loss or damage. Any civil action must be commenced in a court of law within one (1) year from the date on which Customer provides notice to Company of such a claim.

10. Overcharge and Undercharge Claims.

Customer agrees to file any overcharge claims for payments tendered hereunder within one hundred eighty (180) days of the initial invoice date. Company agrees to file any undercharge claim for additional Services not initially billed within one hundred eighty (180) days of the initial invoice date. Any such claim not made within the one hundred eighty (180) day period shall be deemed waived. All overcharge or undercharge claims shall be paid within thirty (30) days of the Parties agreement on payment of the overcharge or undercharge claim.

11. All Other Claims.

Company shall bear no liability to Customer, except as set forth in Section 9, unless

Customer's damages are directly caused by the sole negligence or willful misconduct of Company or its employees in its performance of the Services. Customer agrees that Company's liability under this Section shall not in any event exceed \$25,000 per occurrence or \$200,000 in any twelve (12) month period. Customer shall notify Company within sixty (60) days of learning of any claims other than those addressed in Sections 7 through 9, and shall file any such claims with Company within one hundred eighty (180) days from the date of initial notice. Any civil action must be commenced in a court of law within one (1) year from the date on which Customer provides initial notice to Company of such a claim.

12. DAMAGES EXCLUSION.

IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING IN CONNECTION WITH THESE TERMS AND CONDITIONS OR ITS SUBJECT MATTER, OR ANY CLAIMS OR DEMANDS AGAINST CUSTOMER BY A THIRD PARTY ARISING OUT OF OR CONNECTED WITH THE SERVICES, REGARDLESS OF THE THEORY OF LIABILITY GIVING RISE TO SUCH DAMAGES, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, AND REGARDLESS OF WHETHER COMPANY WAS ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY REPRESENTS THAT IT IS SOPHISTICATED IN THE COMMERCIAL MATTERS CONTEMPLATED BY THESE TERMS AND CONDITIONS AND THAT IT HAS RECEIVED ADVICE FROM COUNSEL PRIOR TO EXECUTION. EACH PARTY ACCEPTS THAT THE PROVISIONS OF THESE TERMS AND CONDITIONS RELATED TO LEGAL LIABILITY ARE ECONOMICALLY SOUND AND CONSTITUTE A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THESE TERMS AND CONDITIONS.

13. Force Majeure.

In the event performance by Company or its third party service Company is affected by any cause beyond reasonable control, including without limitation, fire, labor strife, riot, war, weather conditions, acts of the public enemy, acts of God, acts of terrorism, local or national disruptions to transportation networks or operations, fuel shortages, governmental regulations, or governmental request or requisition for national defense, then the performance of all affected obligations required under these terms and conditions or otherwise shall be suspended during the continuance of such interruption, and Customer shall receive prompt notice of such interruption. Such period of

suspension shall not in any way invalidate these terms and conditions, but on resumption of operations, any affected performance shall be resumed. No liability shall be incurred by Company or its third party service providers for damages resulting from such suspensions.

14. Attorney's Fees, Venue, Governing Law.

These terms and conditions and the rights or obligations of the Parties are hereby governed by the laws of the state of Kansas, to the extent not inconsistent with applicable federal laws, without regard to any conflict of laws principles. The Parties irrevocably submit to the exclusive jurisdiction of the Johnson County Court or the United State District Court for the District of Kansas. Each Party hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any suit, action, or proceeding relating to these terms and conditions, and further irrevocably waives any claim that such venue is not a convenient forum for any such suit, action, or proceeding. Should any litigation be commenced between the Parties concerning any provision of these terms and conditions, the rights and duties of any entity in relation thereto, or the interpretation of any provision hereof, each Party shall pay and be responsible for its own attorney's fees and costs.

15. Tax.

The rates and charges due from Customer are exclusive of any tariffs, duties, or taxes imposed or levied by any government or governmental agency including, without limitation, federal, state, and local sales, use, value added, and personal property taxes, and Customer shall be solely responsible for and agrees to pay on a timely basis any such tariffs, duties, or taxes, and all interest and penalties incurred in connection therewith (other than franchise and income taxes levied on Company or assessed on its income for which Company is responsible). Company will notify Customer of any claim for taxes asserted by applicable taxing authorities for which Customer is responsible. The Parties agree that with respect to any claim arising out of a form or return signed by a Party, such Party will have the right to elect to control the response to, and settlement of, the claim, but the other Party will have reasonable rights to participate in the responses and settlements that are appropriate to its potential responsibilities or liabilities. If Customer requests Company to challenge the imposition of any tax and such taxing authority's jurisdiction does not afford Customer the opportunity to participate on its or their own behalf, Customer will reimburse Company for the reasonable attorney's fees and expenses that it incurs in addition to any resultant tax

liability that Company may pay for which Customer is responsible. Customer will be entitled to any tax, fees, or interest refunds or rebates granted to the extent such refunds or rebates are of taxes that were paid by Customer or were the responsibility of Customer. In such event, Company shall be entitled to reasonable fees and expenses it incurs in pursuing such refund or rebate. Upon request, the Parties will cooperate in obtaining and furnishing to each other certificates, direct pay permits, or other evidences of inapplicability of, or exemption from, any sales, excise, or other taxes or duties to which any Party may be entitled.

16. Independent Contractor.

It is understood that this is not an agreement of joint venture, partnership, or employment of Company or of any of Company's employees by Customer, and that Company, any third party service providers, and Customer are each independent contractors. Company and Customer represents that each are entirely independent, not economically dependent upon one another, and that there is no functional integration of the Parties' respective operations.

17. Entire Agreement.

These terms and conditions embody the entire understanding between the Parties with respect to the subject matters addressed herein and therein, and there are no agreements, understandings, conditions, warranties, or representations, oral or written, expressed or implied, with reference to the subject matter hereof that are not merged herein. These terms and conditions include all quotes, addenda, schedules, amendments, exhibits and other documents incorporated by reference herein. These terms and conditions will apply to all work Company performs on behalf of Customer unless the Parties have otherwise agreed in writing. If Company performs Services which are not specifically addressed by these terms and conditions, Customer agrees such Services subject to the terms and conditions herein including limitations of liability. Except as otherwise specifically stated, no modification, amendment, or addendum hereto shall be of any force or effect unless reduced to writing and signed by the Parties and expressly referred to as being modifications of these terms and conditions.

18. Survival.

Those provisions that by their content are intended to survive the expiration or termination of these terms and conditions will survive the expiration or termination of these terms and conditions to the extent not prohibited by law.

19. Severability.

If any provision of these terms and conditions are held to be unenforceable, the remaining provisions will remain in effect and the Parties will negotiate in good faith a substantively comparable and enforceable provision to replace the unenforceable provision.