

## Terms and Conditions

**G&D Transportation Brokerage, Inc. (“BROKER”) is a licensed interstate transportation broker (MC #254545) and you have requested a transportation quote from us. Unless expressly superseded by a written contract signed by an officer of BROKER and SHIPPER, all transportation quotes incorporate all the Terms and Conditions (“T&Cs”) set forth below. By accepting the quote provided to you (“SHIPPER”) and/or tendering freight for transportation to us or the carrier we arrange, you accept and agree to the following T&Cs:**

1. USE OF BROKER. SHIPPER’s use of BROKER’s services does not grant BROKER an exclusive right to provide transportation related services to SHIPPER or its Customers.
2. BROKER’S COMPLIANCE WITH LAW. BROKER represents and warrants that it is duly and legally qualified to operate as a property BROKER and to provide the transportation services contemplated herein. BROKER agrees to comply with all federal, state and local laws regarding the provision of such brokerage services. BROKER and SHIPPER (“the Parties”) understand and agree that BROKER functions as an independent entity, and not as a carrier, in selling, negotiating, providing and arranging for transportation for compensation, and that the actual transportation of shipments tendered to BROKER shall be performed by third-party motor carriers (“Servicing Motor Carriers”).
3. PAYMENT AND CHARGES.
  - a. BROKER will charge and SHIPPER will pay the rates and charges for transportation and related services as agreed upon in writing (“Agreed Terms”), which may be electronically communicated through BROKER’s website, rate confirmation notice or by e-mail. SHIPPER acknowledges and agrees that carriage of goods will be performed by third party motor carriers. The rate quoted in the Agreed Terms includes all stop-off charges, fuel surcharges, loading, unloading, etc. This rate cannot be changed, modified, or supplemented by reference to any other rates, rules, classification, schedule, or tariff. The rate quoted in the Agreed Terms will be based on the information supplied by SHIPPER and are based on agreed upon limitations of liability and rates in effect at the time of the quote. Actual charges will be based on the shipment's actual weight, dimensions, requested transit days and additional services requested and/or performed. SHIPPER will be liable to BROKER for full payment of actual charges, including but not limited to all corrections based on weight or dimensions, special SHIPPER-specified transit times or accessorial charges.
  - b. BROKER represents and warrants that there are no other applicable rates or charges except those established in the Agreed Terms and these T&Cs. The Agreed Terms can be supplemented or revised by written agreement signed by both Parties prior to transportation, or by e-mail by BROKER to SHIPPER if not objected to by SHIPPER, in writing, within twenty-four (24) hours from the date and time e-mailed.
  - c. In the event brokerage services are provided and it is subsequently discovered that there was no applicable or understood rate, the Parties agree that the charges invoiced by BROKER shall be the agreed upon contract rate of the Parties for the services provided, unless such payment is objected to by SHIPPER within ten (10) days of the invoice date.
  - d. SHIPPER agrees to pay BROKER within thirty (30) days of receiving the invoice, with interest accruing monthly at a rate of one percent (1%). SHIPPER shall also be liable for any expenses, including attorney fees, BROKER incurs in collecting its rates and charges.
4. INDEMNIFICATION.
  - a. BROKER shall indemnify, defend and save SHIPPER, its employees, and agents harmless from and against any and all liability, claims, loss, costs, fines, penalties, expenses (including attorney’s fees), judgments, or demands on account or damage of any kind whatsoever, including but not limited to personal injury, property damage, cargo damage, or any combination thereof, suffered or claimed to

have been suffered by any person or persons, arising out of BROKER's services provided in connection with these T&Cs or any Agreed Terms to the extent such claim is caused by 1) the negligence or intentional misconduct of BROKER; 2) BROKER's or its employees' violation of applicable laws or regulations; or 3) BROKER's or its employees' or agents' breach of these T&Cs or the Agreed Terms. The foregoing notwithstanding, BROKER shall have no liability to SHIPPER under this provision, or otherwise owe any obligation to SHIPPER under this provision, to the extent such liabilities or obligations represent consequential or special damages, or are the result of or arise from the negligence or other wrongful conduct of SHIPPER.

- b. SHIPPER shall indemnify, defend and save BROKER, its employees, and agents harmless from and against any and all liability, claims, loss, costs, fines, penalties, expenses (including attorney's fees), judgments, or demands on account or damage of any kind whatsoever, including but not limited to personal injury, property damage, cargo damage, or any combination thereof, suffered or claimed to have been suffered by any person or persons, arising out of SHIPPER's performance under these T&Cs or any Agreed Terms to the extent such claim is caused by 1) the negligence or intentional misconduct of SHIPPER; 2) SHIPPER's or its employees' or agents' violation of applicable laws or regulations; or 3) SHIPPER's or its employees' or agents' breach of these T&Cs or any Agreed Terms, except to the extent such liability, claims or loss represent consequential or special damages, or are the result of the negligence or other wrongful conduct of BROKER.
  - c. In the event that such claims, liabilities, losses, damages, fines, penalties, payments, costs and expenses (including without limitation, reasonable attorney fees) are caused by the joint and concurrent negligence or other fault of the Parties, or the Parties and a third party, the indemnity obligations for such claims, liabilities, losses, damages, fines, penalties, payments, costs, and expenses shall be borne by each Party in proportion to its degree of negligence or other fault.
  - d. Any indemnified Party shall promptly tender the defense of any claim to the indemnifying Party.
  - e. In no event shall either Party be responsible for any special or consequential damages under these T&Cs or any Agreed Terms.
5. INDEPENDENT CONTRACTOR. BROKER represents and warrants that it is an independent contractor under these T&Cs and that its employees are under BROKER's exclusive management and control, and that SHIPPER neither exercises nor retains any control over BROKER, its operations or employees in any manner whatsoever.
  6. CONTRACT CARRIERS. BROKER shall make reasonable efforts to place SHIPPER's loads with responsible Servicing Motor Carriers authorized to perform the services required by SHIPPER for the purposes of transporting the loads with reasonable dispatch under the direction of SHIPPER. In no event will BROKER tender any goods of SHIPPER to a Servicing Motor Carrier holding an "unsatisfactory" safety rating. BROKER also agrees to utilize only Servicing Motor Carriers that possess all insurance coverages required by applicable law. However, the Parties understand and agree that BROKER, by agreeing to these T&Cs, makes no express or implied warranties or guarantees concerning delivery time or the locating of a Servicing Motor Carrier to provide the transportation services requested by SHIPPER. Moreover, SHIPPER acknowledges and agrees that such Servicing Motor Carriers might limit SHIPPER's recovery for claims for cargo loss, damage or delay.
  7. BROKER INSURANCE. BROKER shall comply with all insurance and bonding requirements imposed upon it by law, including its obligation to maintain a surety bond to benefit the SHIPPER.
  8. CARGO LOSS, DAMAGE, OR SHORTAGE. In the event of a cargo loss, damage or shortage claim, BROKER may facilitate claims filing and processing with the Servicing Motor Carrier if SHIPPER submits to BROKER, within six (6) months of the date of delivery, a written claim, fully supported by all relevant documentation, including but not limited to the signed delivery receipt, listing the nature and cause of the claim for cargo damage. SHIPPER understands and agrees that the underlying Servicing Motor Carrier may have a limitation of liability in place that limits SHIPPER's recovery with respect to such claims.

BROKER may, in its sole discretion and without liability to SHIPPER, discontinue pursuit of claims with the Servicing Motor Carrier if such claim is not resolved within sixty (60) days of receipt by BROKER. BROKER shall have no liability for cargo loss, damage, or shortage except to the extent such claims are caused by BROKER's negligent acts or omissions, in which event, BROKER's liability shall be limited to the amount owed to BROKER by SHIPPER with respect to the services provided by BROKER that relate to the commodities at issue. With respect to the standard for BROKER negligence with respect to Servicing Motor Carrier's insurance, BROKER shall be deemed to be negligent only if the Servicing Motor Carrier fails to maintain insurance as required by law.

9. SHIPPING DOCUMENTS. Unless otherwise agreed in writing, all shipments tendered shall be accepted on a bill of lading which shall function as a receipt of the goods only; the terms and conditions of such bill of lading will not apply to transportation provided pursuant to these T&Cs and any Agreed Terms. Upon request of SHIPPER, BROKER shall instruct Servicing Motor Carriers to obtain a delivery receipt from the consignee, showing the products delivered, condition of the shipment and the date and time of such delivery.
10. NOTIFICATION OF ACCIDENTS OR DELAYS. BROKER agrees to notify SHIPPER of any accident or other event of which BROKER is apprised and which prevents the motor carrier from making a timely or safe delivery.
11. ASSIGNMENT/MODIFICATION/BENEFIT OF T&Cs OR AGREED TERMS. Rights under these T&Cs or any Agreed Terms may not be assigned or transferred in whole or in part. These T&Cs shall be binding upon and inure to the benefit of the Parties hereto.
12. SEVERABILITY. In the event that the operation of any portion of these T&Cs results in a violation of any law, the Parties agree that such portion shall be severable and that the remaining provisions of these T&Cs shall continue in full force and effect.
13. DISPUTE RESOLUTION. These T&Cs and the Agreed Terms will be governed by the laws of the United States and of the State of Illinois without regard to the choice-of-law rules of that or any other jurisdiction. The parties agree that any claim or dispute arising from or in connection with these T&Cs, any Agreed Terms, or with respect to the overall relationship between the parties, whether under federal, state, local, or foreign law, must be brought exclusively in the state or federal courts serving Tazewell County, Illinois. BROKER and SHIPPER consent to the jurisdiction of these courts.
14. COMPLETE AGREEMENT. These T&Cs (and the Agreed Terms) constitute the entire agreement of the Parties with reference to the subject matters herein, and may not be changed, waived, or modified except in writing signed by both Parties.
15. AUTHORITY TO AGREE. By enabling communication to BROKER of agreement to any Agreed Terms by e-mail, access through BROKER's website or other electronic means, SHIPPER represents that the communication was made by a person authorized to do so.