



## CUSTOMER TRANSPORTATION TERMS AND CONDITIONS

1. **APPLICABILITY.** Unless expressly superseded by a written contract signed by an officer of Hanson Transportation Management Services, LLC ("Hanson") and the shipper, consignee, or any other entity claiming an interest in goods for which Hanson arranges transportation (the "Customer") these Terms and Conditions shall govern the transportation and brokerage services provided by Hanson (the "Services"), including services provided pursuant to a Rate Confirmation Agreement ("RCA"), regardless of whether this RCA is signed by the parties. Any terms and conditions on any RCA or similar document exchanged between the parties other than these Terms and Conditions, as revised from time to time, shall not apply to any Services and shall not be binding on or applicable to Hanson. Customer understands and agrees that Hanson 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 Hanson shall be performed by third-party motor carriers (the "Servicing Motor Carriers"). Hanson and Customer represent and warrant that their relationship is that of independent contractors and that the respective employees are under their respective exclusive management and control. Nothing in these Terms and Conditions shall be deemed to require Hanson to provide Services upon request of Customer and Hanson reserves the right to accept or decline, in its sole discretion, any particular request for Services.

2. **COMPLIANCE WITH LAW.** Hanson represents and warrants that it is duly and legally qualified to operate as a property broker and to provide the Services contemplated herein. Hanson agrees to comply with all applicable federal, state and local laws regarding the provision of such brokerage Services. Customer warrants and represents that it is authorized to tender the cargo in question to Hanson and that all descriptions of the cargo are complete, accurate, and include all information required by applicable law, rules or regulation. Without in any way limiting the foregoing, if Customer tenders for transportation cargo designated as hazardous materials or dangerous goods, Customer shall be solely responsible for complying with any and all applicable laws, rules, regulations, or conventions with respect to classifying, tendering, packaging and labeling such cargo and must provide notice of any such cargo at the time a request for Services is first initiated by Customer to Hanson. When requesting service with respect to any shipment containing food that is subject to regulations of the Food and Drug Administration ("FDA") (hereinafter, "Food"), Customer shall be solely responsible for identifying handling obligations necessary for the safe and sanitary handling of food and, at the time of the initial request for services with respect to the individual shipment, will provide written notice (each a "Food Handling Notice") to Hanson that the consignment contains Food which Food Handling Notice must also include any special instructions or handling requirements to be imposed on the Servicing Motor Carrier. Any such Food Handling Notice shall specifically identify the consignment to which it relates and in no event shall any Food Handling Notice apply to more than one shipment regardless of whether Hanson confirms receipt of a Food Handling Notice purporting to apply to multiple conveyances. In no event will Hanson have any obligation to provide any instructions to the Servicing Motor Carrier with respect to cargo other than those expressly noted by the Customer on the RCA provided by Hanson to Customer and Hanson has no obligation to comply with or pass on to the Servicing Motor Carrier any handling instructions received after the initial request for service. If Customer does not provide a Food Handling Notice, Customer warrants and represents that the cargo is appropriately packaged to ensure safe and sanitary transportation without the need for any specialized handling by the Servicing Motor Carrier.

3. **PAYMENT AND CHARGES.** Hanson will charge and Customer will pay the rates and charges set forth in the RCA or as otherwise agreed for services provided by Hanson without offset. Customer agrees to pay Hanson without offset and within fifteen (15) days of receiving the invoice, with interest accruing monthly at a rate of one percent (1%) per month on any unpaid balance. Customer shall also be liable for any expenses, including attorney fees, Hanson incurs in collecting its rates and charges. Customer shall also be responsible for any additional accessorial charges imposed by the Servicing Motor Carrier which were not anticipated by Hanson at the time Hanson arranged for services with Servicing Motor Carrier or which were not otherwise included in the rate set forth in the RCA. If any information provided by Customer is inaccurate or incomplete, Customer acknowledges and agrees that agreed upon rates may, in Hanson's sole discretion, be revised to reflect the goods actually tendered.

4. **INDEMNIFICATION, WARRANTIES AND LIMITATION OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES REGARDLESS OF WHETHER THE PARTY TO BE CHARGED HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF HANSON WITH RESPECT TO ANY CLAIMS OR DAMAGES ARISING FROM OR RELATED SERVICES PROVIDED PURSUANT TO THESE TERMS AND CONDITIONS WILL BE FOR THE AMOUNT CHARGED BY HANSON WITH RESPECT TO THE SERVICES SPECIFICALLY GIVING RISE TO SUCH CLAIMS OR DAMAGES. CUSTOMER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS HANSON FROM AND AGAINST, AND SHALL PAY AND REIMBURSE HANSON 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) CUSTOMER'S FAILURE TO PROVIDE, OR HANSON'S COMPLIANCE WITH OR RELIANCE ON, INSTRUCTIONS, DIRECTIONS, OR REQUEST OF CUSTOMER. THE FOREGOING NOTWITHSTANDING, CUSTOMER'S OBLIGATION TO HOLD HARMLESS, DEFEND, INDEMNIFY, PAY AND REIMBURSE SHALL NOT APPLY TO THE EXTENT ANY CLAIM IS CAUSED BY THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF HANSON THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. HANSON IS NOT LIABLE FOR THE CONSEQUENCES OF IDENTIFY THEFT OR FRAUDULENT CONDUCT OF THIRD PARTIES, INCLUDING UTILIZING THE SERVICES OF ENTITIES REPRESENTING THEMSELVES TO BE SERVICING MOTOR CARRIERS OR REPRESENTATIVES THEREOF.

5. **CONTRACT CARRIERS.** Hanson sole responsibility with respect to selection and retention of Servicing Motor carriers is to make reasonable efforts to place Customer's loads with responsible Servicing Motor Carriers: (i) authorized to perform the services required by

Customer; (ii) which such carriers do not hold an "unsatisfactory" or unfit safety rating from the U.S. Department of Transportation; and (iii) that possess all insurance coverages required by applicable law. Hanson 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 Customer.

6. **HANSON INSURANCE.** Hanson shall comply with all insurance and bonding requirements imposed upon it by law, including its obligation to maintain a surety bond or trust fund agreement.

7. **CARGO LOSS, DAMAGE, OR SHORTAGE.** Customer acknowledges that Servicing Motor Carriers may limit their liability for cargo loss, damage or delay. It will be Customer's responsibility to insure product in-transit and Customer acknowledges that if Customer wishes to declare excess value higher than the Servicing Motor Carrier's limitation, Hanson will have no responsibility to do so and it will be Customer's responsibility to do so directly with the Servicing Motor Carrier. In no event shall the Servicing Motor Carrier's liability for cargo loss and damage exceed \$100,000 per shipment. Hanson may facilitate claims filing and processing with the Servicing Motor Carrier if Customer submits to Hanson, 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. Hanson may, in its sole discretion and without liability to Customer, discontinue pursuit of claims with the Servicing Motor Carrier if such claim is not resolved within sixty (60) days of receipt by Hanson or if Customer, in Hanson's sole discretion, fails to cooperate with Hanson in filing of claims with the Servicing Motor Carrier. Customer acknowledges and agrees that failure or alleged failure by the Servicing Motor Carrier to comply with shipment handling instructions, or a broken trailer seal, shall not, in and of itself, be grounds for rejection of a shipment or filing of a claim for cargo loss and damage without proof of actual loss or damage. Hanson shall have no liability for cargo loss, damage, or shortage except to the extent such claims are caused by Hanson's negligent acts or omissions, in which case, Hanson's liability shall be limited to the charges assessed by Hanson and paid by Customer with respect to the goods at issue. Customer is responsible for filing a claim with Hanson alleging Hanson's liability for cargo loss and damage within six (6) months of the date of delivery of the cargo in question (or, if none, within six (6) months of the date cargo should have been delivered). Failure to do so will result in an absolute bar to any such claim and will relieve Hanson of any and all liability with respect thereto. In no event will Hanson have any liability arising from or related to the Servicing Motor Carrier's refusal to accept full value liability or the Servicing Motor Carrier otherwise limiting its liability for cargo loss and damage. Hanson shall be under no obligation to arrange, and Servicing Motor Carrier shall be under no obligation to provide, service in accordance with any set pick-up or delivery schedule; Hanson's sole obligation is to ensure Servicing Motor Carriers provide services with reasonable dispatch. 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 Hanson 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 bind the owner to the provisions of these Terms and Conditions.

8. **SHIPPING DOCUMENTS.** Shipments tendered hereunder may be accepted by the Servicing Motor Carrier on a bill of lading or similar transportation document setting forth the respective legal rights and obligations of Customer and the Servicing Motor Carrier. In no event shall the terms or conditions of any such bill of lading or other document used by Customer and the Servicing Motor Carrier apply to Hanson's Services or otherwise be binding on Hanson. Upon request of Customer, Hanson shall request that Servicing Motor Carriers obtain a delivery receipt from the consignee, showing the products delivered, the condition of the shipment and the date and time of such delivery.

9. **NOTIFICATION OF ACCIDENTS OR DELAYS.** Hanson agrees to notify Customer of any accident or other event of which Hanson is apprised and which prevents the motor carrier from making a timely or safe delivery.

10. **DISPUTE RESOLUTION.** These Terms and Conditions shall be deemed to have been drawn in accordance with the statutes and laws of the state of Michigan and in the event of any disagreement or dispute regarding services subject to these Terms and Conditions, to the extent not otherwise governed by federal law, the laws of Michigan shall apply and suit must be brought in Michigan as each party specifically submits to the exclusive personal jurisdiction of such courts for disputes involving this RCA.

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Hanson Logistics

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Name (printed)

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Signature

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Date

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Company Name

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Name (printed)

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Signature

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Date