

**JETRO’S ONLINE TRANSPORTATION SERVICE PROVIDER
TERMS AND CONDITIONS**

FOR

SHIPPER-PROVIDER CONTRACT *INCLUDING INTERMODAL*

**FOR TRANSPORTATION BY MOTOR CARRIER
AND/OR
BROKERAGE OF MOTOR CARRIER TRANSPORTATION**

EFFECTIVE DATE: JULY 15, 2025

**JETRO’S ONLINE TRANSPORTATION SERVICE PROVIDER
TERMS AND CONDITIONS**

FOR

SHIPPER-PROVIDER CONTRACT *INCLUDING INTERMODAL*

FOR TRANSPORTATION BY MOTOR CARRIER

AND/OR

BROKERAGE OF MOTOR CARRIER TRANSPORTATION

TABLE OF CONTENTS

I.

1. INTENTIONALLY OMITTED	2
2. INTENTIONALLY OMITTED	2
3. INTENTIONALLY OMITTED	2

II.

SHIPPER'S OBLIGATIONS

4. MINIMUM TENDER.....	2
5. PAYMENT OF CHARGES.....	2

III.

DETERMINATION OF RATES, RULES AND CHARGES

6. RATES AND CHARGES IN WRITING.....	4
7. CHANGES IN RATES AND CHARGES.....	4

IV.

TRANSPORTATION OF SHIPMENTS **OR ARRANGEMENT FOR TRANSPORTATION OF SHIPMENTS**

8. TRANSPORTATION OF SHIPMENTS OR ARRANGEMENT FOR TRANSPORTATION OF SHIPMENTS.....	4
---	----------

V.

PROVIDER AND SELECTED MOTOR CARRIER COLLECTIVE OBLIGATIONS

9. COLLECTIVE OBLIGATIONS	23
10. COMPLIANCE WITH LAW	24
11. LOADING AND COUNTING.....	24
12. SAFE TRANSPORTATION WITH REASONABLE DISPATCH.....	25
13. DIVERSION AND RECONSIGNMENT	25
14. SECURITY FOR TRAILER LOAD SHIPMENTS	25
15. PERIOD OF P/SMC RESPONSIBILITY	27

VI.

PROVIDER'S OBLIGATIONS

16. PROVIDER TO MEET SHIPPER'S DISTINCT NEEDS	27
17. PROTECTION AND INDEMNIFICATION.....	27
18. LIABILITY FOR LOSS, DAMAGE OR DELAY TO SHIPMENTS	28
19. INSURANCE.....	32
20. INDEPENDENT CONTRACTOR.....	35
21. INFORMATION AND CONFIDENTIALITY.....	35
22. FINANCIAL REPORTS	36

VII.

GENERAL PROVISIONS

23. NOTIFICATION OF ACCIDENTS OR DELAY	36
24. SHIPPER RELIANCE ON PROVIDER REPRESENTATIONS AND WARRANTIES.	36
25. NO LIEN.....	36
26. DEFAULT.	36
27. NONWAIVER.....	37
28. TIME LIMITS FOR COMMENCEMENT OF LEGAL ACTIONS	37
29. NON-ASSIGNABILITY; BINDING AGREEMENT.	37
30. SEVERABILITY	38
31. JURISDICTION, VENUE, AND GOVERNING LAW.....	38
32. REFERENCES AND INCORPORATION BY REFERENCE	39
33. INTENTIONALLY OMITTED	39
34. RECORD RETENTION	39
35. INTENTIONALLY OMITTED	39
36. APPENDICES.....	40
37. WAIVER OF JURY TRIAL.....	40
38. ENTIRE UNDERSTANDING.....	40

APPENDICES

Appendix A:	Rates and Charges
Appendix B:	Intentionally Omitted
Appendix C:	Intentionally Omitted
Appendix D:	Intentionally Omitted
Appendix E:	FDA Food Safety Modernization Act
Appendix F:	Fuel Index & Accessorial Charges
Appendix G:	Billing Requirements
Appendix H:	Intentionally Omitted
Appendix I:	Jetro RD Load Tender System (Ascend TMS)
Appendix J:	HACCP Receiving Guidelines – Not Refrigeration Shipping Temperatures

**JETRO'S ONLINE TRANSPORTATION SERVICE PROVIDER
TERMS AND CONDITIONS**

FOR

SHIPPER-PROVIDER CONTRACT *INCLUDING INTERMODAL*

**FOR TRANSPORTATION BY MOTOR CARRIER
AND/OR**

BROKERAGE OF MOTOR CARRIER TRANSPORTATION

These **ONLINE TRANSPORTATION SERVICE PROVIDER TERMS AND CONDITIONS** supplement and provide additional terms and conditions to any Shipper-Provider Contract *Including Intermodal* for Transportation by Motor Carrier and/or Brokerage of Motor Carrier Transportation executed by the Parties. Pursuant to Section 38 of these **ONLINE TRANSPORTATION SERVICE PROVIDER TERMS AND CONDITIONS** and Sections 5 and 6 of the Contract executed by the Parties, these **ONLINE TRANSPORTATION SERVICE PROVIDER TERMS AND CONDITIONS** are incorporated by reference into any executed Shipper-Provider Contract *Including Intermodal* for Transportation by Motor Carrier and/or Brokerage of Motor Carrier Transportation and are part of such Contract as if these terms and conditions were fully set forth therein.

R-1. Intentionally Omitted.

R-2. Intentionally Omitted.

R-3. Intentionally Omitted.

R-4. Intentionally Omitted.

R-5. Intentionally Omitted.

R-6. Intentionally Omitted.

R-7. Intentionally Omitted.

R-8. Intentionally Omitted.

R-9. Intentionally Omitted.

I.

1. **INTENTIONALLY OMITTED.**
2. **INTENTIONALLY OMITTED.**
3. **INTENTIONALLY OMITTED.**

II.

SHIPPER'S OBLIGATIONS

4. **MINIMUM TENDER.** (a) SHIPPER agrees to tender at least one (1) shipment per year to PROVIDER for transportation in interstate, intrastate or foreign commerce. If, during any annual period, SHIPPER fails to tender the minimum number of shipments, other than by reason of Force Majeure or breach of the Contract by PROVIDER, then SHIPPER shall pay PROVIDER, as liquidated damages and not as a penalty, the sum of One Hundred Dollars (\$100.00) for each deficit shipment and as the sole remedy for SHIPPER'S failure to tender the minimum number of shipments. The first annual period shall commence with the effective date of the Contract.

(b) PROVIDER shall be responsible for monitoring SHIPPER'S annual minimum volume and shall inform SHIPPER if the minimum volume has not been met. Failure to do so within four (4) weeks following the end of each annual period shall extinguish any claim for liquidated damages. If the Contract is terminated before the end of the annual period, the minimum volume commitment by SHIPPER shall be proportionally reduced.

5. **PAYMENT OF CHARGES.** (a) As full compensation for the transportation services performed by PROVIDER, SHIPPER shall pay PROVIDER in accordance with the provisions of the Contract and the Appendices hereto. Under no circumstance shall any other rate, penalty, loss of discount, late fees, collection fees, or attorney's fees apply.

(b) PROVIDER shall invoice SHIPPER within seven (7) days of the delivery date for charges for each shipment. PROVIDER must issue any bill for charges for that shipment in addition to those originally billed within thirty (30) days of the date of receipt by SHIPPER of the original freight bill. "Issue" as used in this subsection means delivery to and receipt by SHIPPER of the bill for additional charges, including a statement of the basis therefore, within the 30-day period. Any charges of whatsoever nature not billed by PROVIDER within the 30-day period shall be deemed to be forever waived by PROVIDER.

(c) SHIPPER shall issue payment to PROVIDER for its charges within 60 days from the date of receipt of freight bills, including all supporting documentation, and after correction of all errors. PROVIDER shall apply payment to the invoice specified by SHIPPER regardless of whether there are earlier or later unpaid invoices. Under no circumstances shall any other rate, penalty, loss of discount, late fees or service charges, collection fees or attorney's fees apply with respect to any unpaid freight bills or charges.

(d) If SHIPPER seeks to contest the charges billed by PROVIDER it must do so within 180 days of the date SHIPPER receives the contested bill, except that claims for duplicate or unidentified payments may be asserted within 180 days of the date SHIPPER discovers the existence of any such payments. "To contest" as used in this subsection means that the SHIPPER mails, e-mails or transmits a facsimile to PROVIDER stating its objections to the charges billed, including a statement of the reasons for such objections within the 180-day period.

(e) PROVIDER must begin a civil action for unpaid original freight charges, undercharges, or any other charges within 180 days after the delivery or tender of delivery of the shipment.

(f) SHIPPER must begin a civil action to recover overcharges from PROVIDER within 18 months after the date of delivery or tender of delivery. SHIPPER must begin a civil action to recover duplicate or unidentified payments from a carrier within 18 months from the date SHIPPER receives a written disallowance of its claim from PROVIDER.

(g) Failure to observe any of the above-stated time requirements shall extinguish the claim.

(h) PROVIDER shall have no right or claim against any person other than SHIPPER for charges for services performed under the Contract, except for those services generated or requested solely and in writing by SHIPPER'S Consignee or Consignor, or other third party. Any such services that are not part of SHIPPER'S instructions must be billed by the PROVIDER to the Consignor, Consignee, or other third party directly and SHIPPER shall have no obligation whatsoever for payment for any such services. Subject to this exception, and the provisions of Section 8(b)(i): Bill of Lading below, PROVIDER shall not solicit or in any other way seek collection of any of its charges from any person other than SHIPPER.

(i) A proof of delivery is required for all shipments and must be submitted to SHIPPER (in either electronic or paper format as determined by SHIPPER) as a prerequisite for PROVIDER to receive payment for a shipment. The proof of delivery shall identify with specificity the actual carrier making delivery.

(j) SHIPPER shall have the right to offset from freight or other charges by PROVIDER any claims for overcharges, duplicate payments or unidentified payments as long as such claims have been verified by SHIPPER through documentation or other information and such documentation and other verifying information has been provided to PROVIDER or is available to PROVIDER upon request by PROVIDER.

III.

DETERMINATION OF RATES, RULES AND CHARGES

6. **RATES AND CHARGES IN WRITING.** All applicable rates, charges, classifications and rules, if any, for shipments and services under the Contract are set forth in the Appendices hereto. The rates, charges and rules in the Contract and its Appendices apply to the exclusion of all other rates, charges or rules, wherever published or set forth; provided, however, that if SHIPPER requests a service where the charge is not stated in the Appendices, the parties shall agree to a charge in writing (facsimile or e-mail) prior to the time of shipment or service; provided further, that in the event that the parties do not agree upon the charge prior to the time of shipment or service, the amount of the charge shall be negotiated in good faith.

7. **CHANGES IN RATES AND CHARGES.** Upon agreement in writing by the parties, rates and charges may be added or amended at any time. PROVIDER and SHIPPER shall transmit proposed changes in writing by facsimile, e-mail, or otherwise, which shall be deemed to be effective when the other party has confirmed its acceptance in writing via facsimile, e-mail, or otherwise, unless the parties mutually agree to another specified effective date. The signed writing, whether a fax confirmation, e-mail, or otherwise, shall be deemed to be an Addendum to the Contract.

IV.

TRANSPORTATION OF SHIPMENTS **OR ARRANGEMENT FOR TRANSPORTATION OF SHIPMENTS**

8(a). Every shipment tendered to PROVIDER shall be deemed tendered pursuant to the Contract. For shipments to be transported by PROVIDER pursuant to its motor carrier authority, the provisions of Section 8(b) shall apply. For shipments to be transported by a SELECTED MOTOR CARRIER arranged for by PROVIDER in its capacity as a transportation broker, the provisions of Section 8(c) shall apply. For shipments to be arranged for by PROVIDER as an unregulated service pursuant to 49 CFR § 1090.2 for transportation by a rail carrier, the provisions of Section 8(d) shall apply.

8(b). When the shipment is to be transported by PROVIDER pursuant to its motor carrier authority, *including intermodal movements*, the following provisions shall apply:

(i) Bill of Lading. (A) At the time of shipment, the PROVIDER shall issue a Bill of Lading (or receipt) which may be prepared by the SHIPPER or Consignor, which shall serve only as a receipt for the goods (and not as the contract of carriage nor as evidence of title), shall be non-negotiable, and shall contain the following information:

- I. Names of Consignor and Consignee
- II. Origin and destination addresses
- III. Number of packages
- IV. Description of freight
- V. Weight, volume or measurement of freight (if applicable to rating of the freight)
- VI. The name of the party responsible for payment for the transportation of the shipment
- VII. A statement or other indication as to whether the freight charges are “prepaid” or “collect”
- VIII. Any additional information required by law, including Hazmat classifications if applicable
- IX. Any additional information or instructions furnished by SHIPPER or Consignor relevant to the particular shipment

No other provision of a Bill of Lading’s terms and conditions shall apply, (including, but not limited to, any provision purporting to “incorporate by reference” provisions of other publications such as the PROVIDER’S private tariffs, the National Motor Freight Classification (except for those provisions necessary for the classification of less-than-truckload freight for billing purposes), or the Uniform Straight Bill of Lading) and all transactions between SHIPPER and PROVIDER shall be governed solely by the Contract, PROVIDED HOWEVER that the Bill of Lading may also contain instructions or specifications pertaining to the transportation of the goods covered by the Bill of Lading and the PROVIDER’S issuance of the Bill of Lading shall constitute agreement to follow or perform said instructions or specifications.

(ii) The absence or loss of any Bill of Lading shall not relieve PROVIDER from full responsibility for shipments tendered to it pursuant to the Contract.

(iii) Any Bill of Lading or other shipping document used shall be deemed to contain the following language: “The property described herein is received in apparent good order (contents and condition of contents of packages unknown) except as noted by PROVIDER at the time of pick-up. It is mutually agreed that this shipment is received subject to a Contract for Transportation by Motor Carrier Including Substituted Service by Rail (Intermodal) and

Brokerage of Motor Carrier and Intermodal Rail Carrier Transportation entered into between the SHIPPER and the PROVIDER."

(iv) When the Bill of Lading or other shipping document specifies that the shipment is "collect" only the Consignee shall be liable for freight charges (regardless of whether the SHIPPER or Consignor signed a "no recourse provision" on the Bill of Lading) and PROVIDER agrees to collect freight charges from the Consignee. In such event, the PROVIDER may decline to make delivery of the shipment without payment by Consignee. The SHIPPER or Consignor shall be held harmless from any freight charges unless the SHIPPER and PROVIDER or Consignor and PROVIDER agree otherwise in writing.

(v) When the Bill of Lading specifies payment by a third party (other than a third party freight payment service or SHIPPER), only said Third Party shall be liable for freight charges and SHIPPER shall be held harmless from any such freight charges.

(vi) All bills of lading shall be deemed "through bills of lading" to ultimate destination and PROVIDER shall be liable to SHIPPER for loss, damage or delay in accordance with the terms of this Contract regardless of any separate agreements entered into by PROVIDER with connecting carriers, subcontractors, cartage agents, or other third parties.

(vii) Delivery Receipt. PROVIDER shall obtain an acknowledgement of delivery for all shipments by notation on the Bill of Lading or a delivery receipt, signed and dated by the consignee and shall specify the name of the carrier actually making delivery. At the request of SHIPPER, PROVIDER agrees to provide copies of same at no charge to SHIPPER in sufficient detail to substantiate billing for the services provided. When SHIPPER has requested a copy of the delivery receipt, SHIPPER shall have the right to defer payment to the PROVIDER until PROVIDER provides the delivery receipt as specified herein and which shall demonstrate that PROVIDER was the carrier actually making delivery.

(viii) Except as provided in Sections 8(b)(ix) and 8(b)(x) below, PROVIDER shall transport all shipments from origin to destination and PROVIDER shall not use other motor carriers, freight forwarders or any other carrier, third party logistics provider or broker. This requirement does not apply to use by PROVIDER of local cartage agents, if any, who shall be deemed a subcontractor of the PROVIDER; provided, however, notwithstanding PROVIDER'S usage of such agents, PROVIDER shall remain responsible to SHIPPER for fulfillment of all of PROVIDER'S obligations under the Contract, including, without limitation, PROVIDER'S obligations relating to documentation; service; equipment; compliance with law; insurance; indemnification; and loss, damage and delay. PROVIDER will in any event issue a through Bill of Lading from origin to ultimate destination. Payment of any such agent's charges shall be the sole responsibility of PROVIDER. PROVIDER shall take all necessary steps to ensure that any such agent understands and agrees that such agent's sole and exclusive recourse for all freight and

other charges and payments on any shipment hereunder is against PROVIDER. SHIPPER shall have no obligation to pay such agent; provided, however, that in the event PROVIDER fails to pay such agent in a timely manner, SHIPPER shall have the right, but not the obligation, to pay such agent directly and deduct the amount of such payment from any payments otherwise due to PROVIDER.

(ix) PROVIDER may interline less-than-truckload (LTL) shipments, but not trailer load (TL) shipments, in end-to-end service with one or more other motor carriers to provide through transportation from origin to destination. For purposes of the Contract, any interline motor carrier will be deemed the subcontractor of PROVIDER. PROVIDER will remain responsible to SHIPPER for fulfillment of all of PROVIDER'S obligations under the Contract while cargo is in the interline motor carrier's possession, including, without limitation, PROVIDER'S obligations relating to documentation; service; equipment; compliance with law; insurance; indemnification; and loss, damage and delay. PROVIDER'S full obligations under the PROTECTION AND INDEMNIFICATION section extends to protecting SHIPPER and any INDEMNITEES against (i) claims arising from the conduct of the interline motor carrier while it is in possession of freight moving under the Contract, and (ii) any claims by interline motor carrier for freight, accessorial or any other charges. Payment of any such interline motor carrier's charges shall be the sole responsibility of PROVIDER. PROVIDER shall take all necessary steps to ensure that any such interline motor carrier understands and agrees that such interline motor carrier's sole and exclusive recourse for all freight and other charges and payments on any shipment hereunder is against PROVIDER. SHIPPER shall have no obligation to pay such interline motor carrier; provided, however, that in the event PROVIDER fails to pay such interline motor carrier in a timely manner, SHIPPER shall have the right, but not the obligation, to pay such interline motor carrier directly and deduct the amount of such payment from any payments otherwise due to PROVIDER.

(x) PROVIDER may substitute rail for highway service as a portion of PROVIDER'S through transportation from origin to destination for less-than-truckload (LTL) shipments. If authorized by SHIPPER in writing prior to the movement, PROVIDER may substitute rail for highway service as a portion of PROVIDER'S through transportation from origin to destination for truckload shipments. IN SUCH EVENT, PROVIDER SHALL GIVE SUFFICIENT NOTICE TO SHIPPER SO AS TO ALLOW SHIPPER TO PROPERLY SECURE THE LOAD FOR TRANSPORTATION BY RAIL. For purposes of the Contract, any substituted service rail carrier shall be deemed the subcontractor of PROVIDER. Notwithstanding the use of a substituted service rail carrier, PROVIDER will remain responsible to SHIPPER for fulfillment of all of PROVIDER'S obligations under the Contract while cargo is in the rail carrier's possession, including, without limitation, PROVIDER'S obligations relating to documentation; service; equipment; compliance with law; insurance; indemnification; and loss, damage and delay. PROVIDER'S full obligations under the PROTECTION AND INDEMNIFICATION section extends to protecting SHIPPER and any INDEMNITEES against (i) claims arising from the conduct of the rail carrier while it is in possession of freight moving under the Contract, and (ii)

any claims by rail carrier for freight, accessorial or any other charges. Payment of any such rail carrier's charges shall be the sole responsibility of PROVIDER. PROVIDER shall take all necessary steps to ensure that any such rail carrier understands and agrees that such rail carrier's sole and exclusive recourse for all freight and other charges and payments on any shipment hereunder is against PROVIDER. SHIPPER shall have no obligation to pay such rail carrier; provided, however, that in the event PROVIDER fails to pay such rail carrier in a timely manner, SHIPPER shall have the right, but not the obligation, to pay such rail carrier directly and deduct the amount of such payment from any payments otherwise due to PROVIDER.

(xi) Except as provided for herein, if PROVIDER uses another carrier or other third party (other than persons acting as subcontractors operating under PROVIDER'S operating authority) for any portion of any shipment without the prior authorization of SHIPPER, it shall be deemed a material breach and SHIPPER may, at its option, terminate the Contract immediately upon written notice to PROVIDER. PROVIDER will remain responsible to SHIPPER for fulfillment of all of PROVIDER'S obligations under the Contract while cargo is in the unauthorized carrier or other third party's possession, including, without limitation, PROVIDER'S obligations relating to documentation; service; equipment; compliance with law; insurance; indemnification; and loss, damage and delay. PROVIDER'S full obligations under the PROTECTION AND INDEMNIFICATION section extends to protecting SHIPPER and any INDEMNITEES against (i) claims arising from the conduct of the unauthorized carrier or other third party while it is in possession of freight moving under the Contract, and (ii) any claims by an unauthorized carrier or other third party for freight, accessorial or any other charges. SHIPPER shall have no obligation to pay for any such transportation by another carrier or other third party; provided, however, that in the event PROVIDER fails to pay for any such transportation by another carrier or other third party in a timely manner, SHIPPER shall have the right, but not the obligation, to pay any such carrier or other third party directly and deduct the amount of such payment from any payments otherwise due to PROVIDER.

(xii) PROVIDER'S Equipment and Drivers.

(A) PROVIDER shall, without cost or expense to SHIPPER, (i) operate equipment in a lawful manner; (ii) maintain all equipment in good, safe and lawful operating condition at all times, in quantities sufficient to meet promptly its obligations under the Contract to transport every shipment tendered to it by SHIPPER; (iii) engage for the operation of such equipment fully qualified personnel; and (iv) procure and maintain such licenses and permits as are required by federal, state or local authorities with respect to such transportation services; and (v) all vehicles and equipment shall be registered, licensed, insured and identified under PROVIDER'S own name and USDOT number or leased in full compliance with 49 CFR 376 and any other applicable statute or regulation.

(B) PROVIDER shall notify SHIPPER immediately if PROVIDER receives an “Unsatisfactory” safety fitness rating from the FMCSA. In no event shall PROVIDER transport any property on behalf of SHIPPER if PROVIDER receives an “Unsatisfactory” safety fitness rating. The provisions of the Contract, including this section, relating to safety fitness ratings are intended to include future safety fitness rating designations which are substantively the same or similar to those used herein.

(C) PROVIDER’S OPERATIONS. To the extent that any shipments subject to the Contract are transported within the State of California, PROVIDER warrants that it is in compliance with applicable state laws including without limitation (i) all trailers subject to the applicable California Air Resources Board (“CARB”) Regulation (including both dry-van and refrigerated equipment) it operates and the Heavy-Duty Tractors that haul them within California under the Contract are in compliance with the CARB Heavy-Duty vehicle Greenhouse Gas (Tractor-Trailer GHG) Emission Reduction Regulations; (ii) it is in compliance with the CARB Regulation to Reduce Emissions of Diesel Particulate Matter, Oxides of Nitrogen and Other Criteria Pollutants from In-Use Heavy-Duty Diesel-Fueled Vehicles (colloquially known as the Bus and Truck Rules) and (iii) all refrigerated equipment it operates within California under the Contract is in full compliance with the CARB Transport Refrigerated Unit (TRU) Airborne Toxic Control Measure (ATCM) in-use regulations. PROVIDER shall be liable to SHIPPER, SHIPPER’S customers, the consignor, or the consignee for any penalties, or any other liability, imposed on, or assumed by said parties due to penalties imposed on SHIPPER, SHIPPER’S customers, the consignor, or the consignee because of PROVIDER’S use of non-compliant equipment.

(D) PROVIDER shall be responsible for the maintenance of its trailers including, at a minimum, that the interior shall be clean, odor-free, dry (if dry-van trailers), leakproof, and free of contamination or infestation. For trailer load shipments, the minimum trailer size will be 53’ x 102’’, or an alternative trailer size as authorized by SHIPPER in writing prior to shipment (which authorization may be transmitted by facsimile, email, or otherwise), capable of transporting legal weight loads through all states involved without violation of applicable laws.

(E) For trailer load shipments, no product other than those of SHIPPER may be loaded or transported in the trailer.

(F) SHIPPER has the right to reject unsatisfactory equipment without charge.

(G) PROVIDER shall have sole and exclusive control over the manner in which PROVIDER and its agents perform the transportation service provided for hereunder, and PROVIDER shall utilize such individuals as it may deem necessary in connection therewith, it being understood and agreed that such individuals shall be subject to discharge, discipline, and control solely and exclusively by PROVIDER.

(H) PROVIDER shall, at its cost and expense, employ in the operation of such vehicles and equipment fully qualified personnel who are properly licensed, trained and monitored to be in complete compliance with FMCSA's regulations, shall procure and maintain such licenses and permits as are required by local, state, or federal authorities with respect to such transportation services and shall comply with the laws and regulations applicable thereto. PROVIDER agrees not to furnish drivers who are not able to complete their assignments for a specific shipment without violating the FMCSA's hours of service regulations. PROVIDER shall have complete control over providing other drivers when the pick-up driver does not have sufficient hours remaining to complete delivery within the FMCSA's hours of service regulations. SHIPPER shall have no duty to select, instruct or supervise PROVIDER'S drivers, or to check drivers' logs or its status of compliance with FMCSA's hours of service or other regulations before loading, those being the sole responsibility of the PROVIDER.

(I) Transportation of Food-Related Products. PROVIDER acknowledges that transportation of materials used for food packaging requires the same degree of care that is applicable to products intended for human consumption in order to prevent adulteration, contamination or degradation of product quality. PROVIDER further acknowledges that co-loading of any hazardous materials, garbage or waste products is not allowed and may result in the rejection of the shipment due to the possibility of adulteration or contamination and, if rejected, such product will require destruction or disposal without any salvage and will be considered a total loss.

(J) Special Food Transport Requirements. No freight transported pursuant to the Contract shall become, or shall be deemed to be, adulterated or misbranded within the meaning of (i) the Federal Food, Drug and Cosmetic Act, the Federal Meat Inspection Act, the Federal Poultry Products Inspection Act, the FDA Food Safety Modernization Act of 2011, or the Sanitary Food Transportation Act of 2005, as amended and as may be amended in the future, (ii) any Canadian federal legislation including, without limitation, the Food and Drugs Act, the Meat Inspection Act, the Fish Inspection Act and the Canada Agricultural Products Act, as amended and as may be amended in the future, or (iii) any other applicable law, rule or regulation of similar kind or content including, but not limited to, the Ontario Food Safety and Quality Act, 2001, by reason of being or having been transported in or with motor vehicle equipment provided by PROVIDER to transport SHIPPER'S freight, or any of PROVIDER'S activities in furtherance of such transport.

(K) Transportation of Food and Food Grade Products. All equipment provided for the transportation of food or food grade products will comply with the requirements of any applicable statutes and regulations relating to the transportation of food and food grade products. PROVIDER shall not transport SHIPPER'S products in any equipment previously used for the transportation of garbage, trash, waste, or any other commodity that might adulterate or contaminate food or food grade products. PROVIDER acknowledges that SHIPPER'S freight is susceptible to odors and PROVIDER shall not commingle SHIPPER'S freight with odorous or volatile materials and shall strictly comply with the applicable provisions of 49 CFR 177 relating to the loading and stowing of foodstuffs may result in the rejection of the shipment due to the possibility of adulteration or contamination and, if rejected, such product will require destruction or disposal without any salvage and will be considered a total loss. PROVIDER acknowledges that co-loading of any hazardous materials, garbage or waste products is not allowed and may result in the rejection of the shipment due to the possibility of adulteration or contamination and, if rejected, such product will require destruction or disposal without any salvage and will be considered a total loss.

(L) Insurance.

(a) When providing services as a motor carrier, PROVIDER shall at all times during the term of the Contract maintain in full force and effect the following minimum insurance coverage, with insurers with a minimum BEST rating of A- or better and otherwise satisfactory to SHIPPER:

<u>Nature of Insurance</u>	<u>Amount</u>
Automobile Liability for property damages and bodily injury	\$1,000,000 per occurrence
Commercial General Liability, including blanket contractual liability	\$2,000,000 each occurrence limit
Motor Carrier Cargo Liability Policy for Liability for Loss or Damage to Cargo in PROVIDER'S operations, including coverage for losses due to dishonest acts of motor carriers and third parties and Reefer Breakdown coverage for temperature controlled shipments	\$100,000 per occurrence

Workers' Compensation	Statutory Limits
Employers Liability	\$1,000,000 Bodily Injury Each Accident \$1,000,000 Bodily Injury by Disease Policy Limit \$1,000,000 Bodily Injury by Disease Each Employee

(b) PROVIDER shall provide to SHIPPER, upon request, Certificates evidencing all required insurance. These certificates will:

(i) Name SHIPPER as an "Additional Insured" by endorsement on the Commercial General Liability Policy; and said Policy shall provide that (A) SHIPPER shall not be obligated to pay premiums for any such insurance, (B) such insurance shall be primary with respect to all insureds and (C) such insurance shall be applicable separately to each insured and shall cover claims, suits, actions or proceedings by each insured against any other insured.

(ii) Recite that the Certificate Holder is:

Jetro Holdings, LLC
1710 Whitestone Expressway
Whitestone, NY 11357- 3054

The "Special Provisions" section must read:

Jetro Holdings, LLC, its Subsidiaries and Affiliates, and the Subsidiaries or Affiliates thereof (all doing business as Jetro Cash & Carry &/or Restaurant Depot &/or Restaurant Depot Express), including the Directors, Officers, Managers, Members and Employees of all of the aforementioned are included as Additional Insured with respect to the Commercial General Liability Coverage and Loss Payee with respect to the Motor Carrier Cargo Liability Coverage while in the custody and/or control of the PROVIDER or delivered to destination.

(iii) Name SHIPPER as "Loss Payee" on its Cargo Liability Policy ("CLP") without regard to any liability limitation.

(c) Deductibles are PROVIDER'S responsibility. PROVIDER remains liable to SHIPPER pursuant to the provisions of the Contract, less amounts paid by PROVIDER'S insurance company to SHIPPER.

(d) PROVIDER shall obtain cargo liability insurance in accordance with the following conditions:

(i) PROVIDER'S cargo liability insurance policy shall not exclude coverage for infidelity, fraud, dishonesty or criminal acts of PROVIDER'S employees, agents, officers or directors. If said policy contains such exclusions, PROVIDER shall obtain and furnish a separate insurance policy or surety bond (at no additional cost to SHIPPER) providing such coverage to the satisfaction of SHIPPER.

(ii) PROVIDER'S cargo liability insurance policy shall not exclude coverage for unattended vehicles, breakdown or failure of mechanical refrigeration equipment, or for the products being shipped by SHIPPER, or for unexplained or mysterious loss or shortages. In the event that PROVIDER'S cargo liability insurance policy would otherwise contain any of said exclusions, PROVIDER shall obtain and furnish a copy of an endorsement eliminating the exclusion and providing coverage before the commencement of any services pursuant to the Contract.

(e) If PROVIDER operates in intrastate commerce in any state under the Contract, PROVIDER will meet that state's requirements for minimum amounts of financial responsibility relating to insurance and self-insurance authorization, if greater or different in kind than the requirements of the Contract.

(f) PROVIDER shall immediately notify SHIPPER if any insurance coverage is cancelled, reduced, or otherwise invalidated.

(g) Waiver of Underwriter's Rights. PROVIDER'S insurance policies shall provide for waiver of underwriter's subrogation rights against SHIPPER, its officers, directors, employees, subsidiaries and affiliates, except for the Workers' Compensation policies.

(h) Self-Insurance. If PROVIDER is self-insured, it shall provide evidence of such, including proof of acceptance of self-insurance status by the FMCSA or other governing agency, OR a copy of the BMC-83 Surety Bond required by FMCSA regulations.

(i) No Representation as to Adequacy. It is expressly understood that SHIPPER does not represent that the types or minimum limits of the insurance set forth herein are adequate to protect the PROVIDER'S interests, nor do they serve to limit the extent of PROVIDER'S responsibilities and liabilities under the Contract.

(j) SHIPPER reserves the right to terminate the Contract as a material breach in the event that any required insurance coverage is suspended or cancelled.

(k) Insurance Policies, Copies. Upon request of SHIPPER, PROVIDER shall deliver to SHIPPER full and complete copies of the insurance policies required under the Contract. If copies of said policies are not available, PROVIDER shall provide copies of the pages of said policies containing the coverage in said policies, and all exceptions, exclusions and endorsements to the coverage provided therein.

8(c). When the shipment is to be transported by a SELECTED MOTOR CARRIER arranged for by PROVIDER as a duly licensed broker, the following provisions shall apply:

(i) Payment of SELECTED MOTOR CARRIER Charges by PROVIDER. PROVIDER shall pay the SELECTED MOTOR CARRIER all freight charges and any other charges due under its contract with the SELECTED MOTOR CARRIER in full compliance with the terms thereof. PROVIDER shall require that its contract with a SELECTED MOTOR CARRIER include the following provisions (or substantially similar provisions providing the same protection to SHIPPER although worded differently):

“In consideration of PROVIDER tendering to SELECTED MOTOR CARRIER shipments for transportation on behalf of PROVIDER’S customers, SELECTED MOTOR CARRIER hereby acknowledges and agrees that PROVIDER shall be the only person liable to SELECTED MOTOR CARRIER for freight charges or for any other charges due SELECTED MOTOR CARRIER for services provided under this Contract. To the extent PROVIDER receives payment of freight charges from PROVIDER’S customer, a consignor, a consignee, or any other party, SELECTED MOTOR CARRIER shall have no right or claim against the PROVIDER’S customers, a consignor, a consignee, or any party other than the PROVIDER for such charges and SELECTED MOTOR CARRIER shall not under any circumstances seek payment from any person other than PROVIDER.

Upon request, PROVIDER shall provide SHIPPER copies of such contracts reflecting such provisions.

(ii) In addition to the provisions of Section 17: Protection and Indemnification below, PROVIDER shall indemnify and hold harmless SHIPPER against any and all claims, demands, and suits by a SELECTED MOTOR CARRIER upon payment by SHIPPER to PROVIDER for charges invoiced by PROVIDER to SHIPPER relating to such SELECTED MOTOR CARRIER. SHIPPER shall have no obligation to pay the charges of a SELECTED MOTOR CARRIER; provided, however, that in the event PROVIDER fails to pay any SELECTED MOTOR CARRIER in a timely manner, SHIPPER shall have the right, but not the obligation, to pay such SELECTED

MOTOR CARRIER directly and deduct the amount of such payment from any payments otherwise due to PROVIDER.

(iii) Intentionally Omitted.

(iv) Selection and Use of Motor Carriers by PROVIDER. PROVIDER agrees and warrants that in the selection of carriers to transport SHIPPER'S goods it will observe and enforce the following procedures:

(A) PROVIDER shall enter into a written bilateral contract with all SELECTED MOTOR CARRIERS to be used for the transportation of SHIPPER'S goods. PROVIDER shall provide copies of any such contract to SHIPPER upon reasonable request.

(B) All SELECTED MOTOR CARRIERS shall be contractually required to maintain such licenses and permits as are required by federal, state or local authorities with respect to the transportation services arranged for by PROVIDER. PROVIDER shall obtain and make available to SHIPPER, upon request, copies of any such licenses and permits.

(C) All SELECTED MOTOR CARRIERS operating in the United States shall be contractually required to hold a "Satisfactory" or "Unrated" safety fitness rating issued by the FMCSA. PROVIDER shall contractually require the SELECTED MOTOR CARRIER to notify PROVIDER immediately if the SELECTED MOTOR CARRIER fails to maintain its "Satisfactory" safety fitness rating or receives an "Unsatisfactory" safety fitness rating issued by the FMCSA, and PROVIDER shall immediately forward such information to SHIPPER. In no event shall PROVIDER tender SHIPPER'S shipments to a SELECTED MOTOR CARRIER with an "Unsatisfactory" safety fitness rating.

(D) SELECTED MOTOR CARRIER'S OPERATIONS.

(i) PROVIDER shall contractually require that to the extent that any shipments subject to the Contract are transported within the State of California, SELECTED MOTOR CARRIER warrants that it is in compliance with applicable state laws including without limitation (i) all trailers subject to the applicable California Air Resources Board ("CARB") Regulation (including both dry-van and refrigerated equipment) it operates and the Heavy-Duty Tractors that haul them within California under the Contract are in compliance with the CARB Heavy-Duty vehicle Greenhouse Gas (Tractor-Trailer GHG) Emission Reduction Regulations; (ii) it is in compliance with the CARB Regulation to Reduce Emissions of Diesel Particulate Matter, Oxides of Nitrogen and Other Criteria Pollutants from In-Use Heavy-Duty Diesel-Fueled Vehicles (colloquially known as the Bus and Truck

Rules) and (iii) all refrigerated equipment it operates within California under the Contract is in full compliance with the CARB Transport Refrigerated Unit (TRU) Airborne Toxic Control Measure (ATCM) in-use regulations. SELECTED MOTOR CARRIER shall be contractually liable to SHIPPER, SHIPPER'S customers, the consignor, or the consignee for any penalties, or any other liability, imposed on, or assumed by said parties due to penalties imposed on SHIPPER, SHIPPER'S customers, the consignor, or the consignee because of SELECTED MOTOR CARRIER'S use of non-compliant equipment.

(ii) All SELECTED MOTOR CARRIERS shall also be contractually required to comply with all applicable laws and regulations including, but not limited to, those relating to the transportation of hazardous materials.

(E) All SELECTED MOTOR CARRIERS shall be contractually required to agree to make all reasonable efforts to transport SHIPPER'S goods with reasonable dispatch.

(F) PROVIDER shall utilize only SELECTED MOTOR CARRIERS who have the requisite operating authority, equipment and personnel to perform service from origin to destination. PROVIDER shall contractually require that all vehicles and equipment used by the SELECTED MOTOR CARRIER be registered, licensed, insured and identified under SELECTED MOTOR CARRIER'S own name and USDOT number or leased in full compliance with 49 CFR 376 and any other applicable statute or regulation. PROVIDER warrants that it will not contractually allow for the SELECTED MOTOR CARRIER to engage any other carrier, broker, freight forwarder or other party to perform the transportation service arranged for by PROVIDER and the SELECTED MOTOR CARRIER on behalf of SHIPPER, except as provided for in the Contract.

(G) Except as provided in Sections 8(c)(iv)(H) and 8(c)(iv)(I) below, the SELECTED MOTOR CARRIER shall be contractually required to transport all shipments from origin to destination and shall be contractually required to issue a through Bill of Lading from origin to ultimate destination. The SELECTED MOTOR CARRIER shall be contractually required to not use "substituted service" by rail, or use other motor carriers, freight forwarders or any other carrier, third party logistics provider or broker without the prior written consent of SHIPPER, which SHIPPER may grant or withhold within its sole discretion and not subject to a reasonableness standard.

(H) The SELECTED MOTOR CARRIER may be allowed to interline less-than-truckload (LTL) shipments, but not trailer load (TL) shipments, in end-to-end service with one or more other motor carriers to provide through transportation from origin to destination. Any interline motor carrier will be deemed the subcontractor of the

SELECTED MOTOR CARRIER. The SELECTED MOTOR CARRIER shall be contractually required to remain responsible to PROVIDER for fulfillment of all of the SELECTED MOTOR CARRIER'S obligations while cargo is in the interline motor carrier's possession, including, without limitation, the SELECTED MOTOR CARRIER'S obligations relating to documentation; service; equipment; compliance with law; insurance; indemnification; and loss, damage and delay. The SELECTED MOTOR CARRIER shall be contractually required to indemnify and protect the PROVIDER and the SHIPPER and any INDEMNITEES against (i) claims arising from the conduct of the interline motor carrier while it is in possession of freight moving under the Contract, and (ii) any claims by the interline motor carrier for freight, accessorial or any other charges. Payment of any such interline motor carrier's charges shall be the sole responsibility of the SELECTED MOTOR CARRIER. The SELECTED MOTOR CARRIER shall be contractually required to take all necessary steps to ensure that any such interline motor carrier understands and agrees that such interline motor carrier's sole and exclusive recourse for all freight and other charges and payments on any shipment hereunder is against the SELECTED MOTOR CARRIER.

(I) If authorized by SHIPPER in writing prior to the movement, the SELECTED MOTOR CARRIER may be allowed to substitute rail for highway service as a portion of the SELECTED MOTOR CARRIER'S through transportation from origin to destination for truckload shipments. IN SUCH EVENT, SELECTED MOTOR CARRIER SHALL GIVE SUFFICIENT NOTICE TO SHIPPER SO AS TO ALLOW SHIPPER TO PROPERLY SECURE THE LOAD FOR TRANSPORTATION BY RAIL. Any substituted service rail carrier will be deemed the subcontractor of the SELECTED MOTOR CARRIER. The SELECTED MOTOR CARRIER will be contractually required to remain responsible to PROVIDER for fulfillment of all of the SELECTED MOTOR CARRIER'S obligations while cargo is in the rail carrier's possession, including, without limitation, the SELECTED MOTOR CARRIER'S obligations relating to documentation; service; equipment; compliance with law; insurance; indemnification; and loss, damage and delay. The SELECTED MOTOR CARRIER shall be contractually required to indemnify and protect the PROVIDER and the SHIPPER and any INDEMNITEES against (i) claims arising from the conduct of the rail carrier while it is in possession of freight moving under the Contract, and (ii) any claims by rail carrier for freight, accessorial or any other charges. Payment of any such rail carrier's charges shall be the sole responsibility of the SELECTED MOTOR CARRIER. The SELECTED MOTOR CARRIER shall be contractually required to take all necessary steps to ensure that any such rail carrier understands and agrees that such rail carrier's sole and exclusive recourse for all freight and other charges and payments on any shipment hereunder is against the SELECTED MOTOR CARRIER.

(J) All SELECTED MOTOR CARRIERS shall be contractually required to agree that if the SELECTED MOTOR CARRIER uses another carrier or other third party for any portion of any shipment except as provided for in the Contract between the PROVIDER and the SELECTED MOTOR CARRIER, it shall be considered a material breach of the Contract between PROVIDER and SELECTED MOTOR CARRIER and PROVIDER may, at its option, terminate its Contract with the SELECTED MOTOR CARRIER immediately upon written notice to the SELECTED MOTOR CARRIER. The SELECTED MOTOR CARRIER shall be contractually required to remain responsible to the PROVIDER for fulfillment of all of the SELECTED MOTOR CARRIER'S obligations while cargo is in the unauthorized carrier or other third party's possession, including, without limitation, the SELECTED MOTOR CARRIER'S obligations relating to documentation; service; equipment; compliance with law; insurance; indemnification; and loss, damage and delay. The SELECTED MOTOR CARRIER shall be contractually required to indemnify and protect the PROVIDER and the SHIPPER and any INDEMNITEES against (i) claims arising from the conduct of the unauthorized carrier or other third party while it is in possession of freight moving under the Contract, and (ii) any claims by an unauthorized carrier or other third party for freight, accessorial or any other charges.

(K) All SELECTED MOTOR CARRIERS shall be contractually required to provide drivers who are properly licensed, trained and monitored to be in complete compliance with the FMCSA's regulations regarding hours of service, physical condition and all other requirements of said regulations; provided, however, that SHIPPER and PROVIDER acknowledge that PROVIDER shall have no duty to select, instruct or supervise SELECTED MOTOR CARRIER'S drivers, or to check a driver's logs or its status of compliance with FMCSA's hours of service or other regulations before tendering a shipment to the SELECTED MOTOR CARRIER, said duties being the sole responsibility of the SELECTED MOTOR CARRIER

(L) All SELECTED MOTOR CARRIERS shall be contractually required to be independent contractors who shall at all times have the right to control the manner in which the transportation to be performed under the terms of the Contract shall be performed including, but not limited to, the manner in which its drivers shall perform provided, however, that PROVIDER may communicate SHIPPER'S directions for the places of pick up and delivery, relay SHIPPER'S loading and unloading instruction and require reports from motor carriers as to their driver's progress in making deliveries so as to keep SHIPPER and other persons informed of the status of the shipment and that such activity shall not be deemed to be control of the SELECTED MOTOR CARRIER by PROVIDER.

(M) All SELECTED MOTOR CARRIERS shall at all times during the term of the Contract maintain in full force and effect the following minimum insurance coverage, with insurers with a minimum BEST rating of A- or better and otherwise satisfactory to SHIPPER:

<u>Nature of Insurance</u>	<u>Amount</u>
Automobile Liability for property damages and bodily injury	\$1,000,000 per occurrence
Commercial General Liability, including blanket contractual liability	\$1,000,000 each occurrence
Motor Carrier Cargo Liability Policy for Liability for Loss or Damage to Cargo in SELECTED MOTOR CARRIER'S operations and Reefer Breakdown coverage for temperature controlled shipments	\$100,000 per occurrence
Workers' Compensation	Statutory Limits
Employers Liability	\$1,000,000 Bodily Injury Each Accident \$1,000,000 Bodily Injury by Disease Policy Limit \$1,000,000 Bodily Injury by Disease Each Employee

(N) All SELECTED MOTOR CARRIERS shall be contractually required to make available to PROVIDER full and complete copies of the insurance policies required above and PROVIDER shall make such copies available to SHIPPER upon request. If a copy of said policy is not available, PROVIDER shall contractually require the SELECTED MOTOR CARRIER to provide a copy of the pages of said policies containing the coverage in said policies and all exceptions, exclusions and endorsements to the coverage provided therein. Any such exceptions, exclusions, or endorsement shall be subject to approval by SHIPPER. In no event shall the SELECTED MOTOR CARRIER'S cargo liability insurance policies exclude coverage for unattended vehicles, breakdown or failure of mechanical refrigeration equipment, or for the products being shipped pursuant to the Contract, or for unexplained or mysterious loss or shortages.

(O) All SELECTED MOTOR CARRIERS shall be contractually required to assume the liability requirement of an interstate motor carrier under 49 U.S.C. § 14706 ("Carmack"), as written and in effect as of January 1, 2023, regardless of whether the shipment is interstate, intrastate, or international in nature for loss, damage, injury to, or delay of goods tendered to the SELECTED MOTOR CARRIER. The SELECTED MOTOR CARRIER'S liability for the goods shall be for "full actual loss" which includes, but is not limited to, the original invoice value charged to the Consignee (or, if no sale, then the replacement cost of the lost or damaged goods) and all associated reasonable expenses incurred, including, but not limited to, freight charges, costs of inspection, and costs of repair. PROVIDER shall not agree to any lower limitation of liability for loss, damage or delay without the advance written authorization of SHIPPER.

(P) All SELECTED MOTOR CARRIERS shall be contractually required to agree to apply and follow the provisions of the FMCSA's regulations relating to claims for loss, damage and delay and the processing of salvage (49 C.F.R. § 370), provided, however, that in any and all events, SHIPPER may determine within its sole discretion, and not subject to a reasonableness standard, whether the goods may be disposed of or salvaged by the SELECTED MOTOR CARRIER (or PROVIDER) and, if SHIPPER does not allow salvage, the reasonable salvage value of the merchandise if it had been salvaged shall be credited against PROVIDER'S (or SHIPPER'S) claim against the SELECTED MOTOR CARRIER.

(Q) All SELECTED MOTOR CARRIERS shall be contractually required to agree to the Special Requirements of SHIPPER set forth in Appendix E as well as any instructions or specifications contained in a Bill of Lading or other shipping document relating to a particular shipment. PROVIDER shall use its best efforts to ensure that the SELECTED MOTOR CARRIERS are adhering to said Special Requirements.

(R) All SELECTED MOTOR CARRIERS shall be contractually required to agree that any receipt or Bill of Lading issued by it shall serve only as a receipt for the goods (and not as the contract of carriage nor as evidence of title) and that no other provision of a Bill of Lading's terms and conditions shall apply, (including, but not limited to, any provision purporting to "incorporate by reference" provisions of other publications such as the SELECTED MOTOR CARRIER'S private tariffs, the National Motor Freight Classification (except for those provisions necessary for the classification of less-than-truckload freight for billing purposes) or the Uniform Straight Bill of Lading)) and that all transactions between PROVIDER and the SELECTED MOTOR CARRIER shall be governed by the Contract between PROVIDER and the SELECTED MOTOR CARRIER, PROVIDED HOWEVER that the Bill of Lading may also contain instructions or specifications of the SHIPPER or consignor pertaining to the transportation of the goods covered by the Bill of Lading which the SELECTED MOTOR CARRIERS shall be

contractually required to follow or perform by issuing its Bill of Lading. The SELECTED MOTOR CARRIER shall consider the insertion of PROVIDER'S name on a receipt or Bill of Lading, in the space used to designate the carrier, as solely for the convenience of the SHIPPER or consignor and such insertion shall not alter PROVIDER'S status as a property broker nor cause PROVIDER to be deemed a carrier. PROVIDER shall contractually require the SELECTED MOTOR CARRIERS to insert their name on a Bill of Lading if such name is not already on such Bill of Lading when presented by SHIPPER.

(S) All SELECTED MOTOR CARRIERS shall be contractually required to agree that when the Bill of Lading or other shipping document specifies that the shipment is "collect" only CONSIGNEE will be liable for freight charges (regardless of whether SHIPPER or CONSIGNOR signed a "no recourse provision" on the Bill of Lading) and the SELECTED MOTOR CARRIER shall be contractually required to agree to collect freight charges from CONSIGNEE. The SELECTED MOTOR CARRIER may decline to make delivery of the shipment without payment by CONSIGNEE. SELECTED MOTOR CARRIER shall be contractually required to agree that SHIPPER or CONSIGNOR will be held harmless from any freight charges unless SHIPPER and the SELECTED MOTOR CARRIER or CONSIGNOR and the SELECTED MOTOR CARRIER agree otherwise in writing.

(T) All SELECTED MOTOR CARRIERS shall be contractually required to agree that when the Bill of Lading specifies payment by a third party (other than a third party freight payment service), only said third party shall be liable for freight charges and SHIPPER and PROVIDER shall be held harmless from any such freight charges.

(U) All SELECTED MOTOR CARRIERS shall be contractually required to expressly agree to waive any lien it may otherwise have upon any shipment.

(V) All SELECTED MOTOR CARRIERS shall be contractually required to agree to defend, indemnify and hold harmless PROVIDER'S shipper customer from any claims, actions or damages arising out of its performance under the Contract. SELECTED MOTOR CARRIERS shall not be liable for any claims, actions or damages due to the negligence or intentional acts of the PROVIDER or of PROVIDER'S shipper customer. The obligation to defend shall include all costs of defense as they accrue.

(W) In addition to the provisions of Section 17: Protection and Indemnification below, PROVIDER shall indemnify and hold harmless SHIPPER for any loss, damage, claims, demands or suits caused by or resulting from PROVIDER'S failure to observe or to enforce the duties and responsibilities set forth in this section.

(X) PROVIDER shall not, and warrants that it will not, engage or use another broker, surface freight forwarder, or any entity other than a duly licensed motor carrier to perform transportation services on behalf of SHIPPER or to fulfill or perform PROVIDER'S obligations under the Contract, except as provided for in the Contract.

(Y) Special Requirements for Food and Food Grade Products. PROVIDER agrees and acknowledges that a SELECTED MOTOR CARRIER'S failure to observe the Special Requirements set forth in Appendix E relating to the transportation of food and food grade products, or if a SELECTED MOTOR CARRIER fails to follow the safety instructions given to PROVIDER by SHIPPER from time to time for products subject to the Food Safety Modernization Act (FSMA) regulations, may result in the rejection of the shipment due to the possibility of adulteration or contamination and, if rejected, such product will require destruction or disposal without any salvage and will be considered a total loss.

8(d). In addition to the provisions of Section 8(c) when an intermodal shipment is to be arranged for by PROVIDER for transportation by a RAIL CARRIER as an unregulated service pursuant to 49 CFR § 1090.2, the following provisions shall also apply:

(A) Payment of RAIL CARRIER Charges by PROVIDER.

(i) PROVIDER shall pay RAIL CARRIERS all freight charges and any other charges due pursuant to the terms of any agreements it may have with the RAIL CARRIERS. Upon reasonable request, PROVIDER shall provide SHIPPER reasonable assurances of PROVIDER'S timely payment of amounts due to RAIL CARRIERS transporting SHIPPER'S shipments.

(ii) In addition to the provisions of Section 17: Protection and Indemnification below, PROVIDER shall indemnify and hold harmless SHIPPER against any and all claims, demands, and suits for payment of linehaul and related charges by a RAIL CARRIER upon payment by SHIPPER to PROVIDER for charges invoiced by PROVIDER to SHIPPER relating to such RAIL CARRIER. SHIPPER shall have no obligation to pay the charges of a RAIL CARRIER; provided, however, that in the event PROVIDER fails to pay any RAIL CARRIER within the terms of PROVIDER'S agreement with such RAIL CARRIER, SHIPPER shall have the right, but not the obligation, and with reasonable prior notice to PROVIDER of its intention to do so, to pay such RAIL CARRIER directly and deduct the amount of such payment from any payments otherwise due to PROVIDER.

(B) Mutual Obligations for Intermodal Shipments by Rail.

(i) Application of Rail Circulars. SHIPPER acknowledges that:

(a) RAIL CARRIERS provide intermodal transportation services subject to the provisions, restrictions and limitations in their published intermodal directory or agreement (each a “Rail Circular”);

(b) the Rail Circulars address, among other matters, standards for loading, blocking and bracing standards, prohibitions and restrictions on certain types of commodities, limitations of liability, requirements for shipping hazardous materials, procedures and limitations on cargo claims, and requirements for proper descriptions of commodities;

(c) applicable provisions of a RAIL CARRIER’S Rail Circular in effect on the date of shipment will apply to any shipments transported by that RAIL CARRIER;

(d) the Rail Circulars are generally available through the RAIL CARRIER’S website; and

(e) persons and entities that use intermodal transportation provided by the RAIL CARRIERS should be familiar and comply with the provisions, restrictions and limitations of the Rail Circulars.

(ii) PROVIDER shall provide SHIPPER with the name(s) of any RAIL CARRIER(S) that PROVIDER will be using for the transportation of SHIPPER’S commodities sufficiently in advance of any affected shipment so as to allow SHIPPER sufficient time and opportunity to comply with SHIPPER’S obligations under section 8(d)(B)(i) above.

V.

PROVIDER AND SELECTED MOTOR CARRIER COLLECTIVE OBLIGATIONS

9. **COLLECTIVE OBLIGATIONS.** The provisions of this Section V shall apply to both the PROVIDER when acting as a motor carrier and the SELECTED MOTOR CARRIER (hereinafter “P/SMC”). PROVIDER shall use its best efforts to ensure that the SELECTED MOTOR CARRIERS comply with the provisions of this Section V, as well as the other provisions of the Contract applicable to SELECTED MOTOR CARRIERS.

10. COMPLIANCE WITH LAW. P/SMC shall comply with all applicable federal, state, provincial and local laws and regulations applicable to its services, rights and obligations under the Contract. Any fines or penalties resulting from breach of such laws or regulations, including overweights that are caused by the P/SMC, either intentionally or negligently, shall be P/SMC'S responsibility, and shall be paid immediately by P/SMC. P/SMC shall be responsible for and pay all applicable tolls, permits and similar charges as they are incurred.

11. LOADING AND COUNTING. PROVIDER will, or will require its SMC to, be responsible for actual carton, case or piece count as stated on the Bill of Lading, irrespective of the number of pallets or skids; HOWEVER, if a shipment is loaded and counted by SHIPPER or consignor during periods when neither the pick-up driver nor any other P/SMC representative were present or afforded an opportunity to be present, then it shall be considered a “shipper load and count” shipment and subject to the following provisions:

(a) The pick-up driver shall sign the Bill of Lading (or other shipping document) with “SL&C” instead of a piece count. The pick-up driver’s failure to include “SL&C” will not alter the rights and liabilities of any party if P/SMC can prove that SHIPPER or a consignor did in fact count and load the shipment during periods when neither the pick-up driver nor any other P/SMC representative were present or afforded an opportunity to be present.

(b) P/SMC shall note on the Bill of Lading all exceptions, e.g., overages, shortages, or damages (O/S/D), when the shipment is actually transferred from the original trailer prior to delivery and unloading at destination. P/SMC shall, within 48 hours (excluding weekends and holidays) after the transfer, notify SHIPPER of O/S/D exceptions by phone or e-mail and send a written Exception Report to the P/SMC’S origin terminal and SHIPPER. SHIPPER shall have 48 hours (excluding weekends and holidays) after receipt of P/SMC’S written Exception Report to notify P/SMC in writing of any objections to the Exception Report.

(c) P/SMC shall be liable for any O/S/D claims if it fails to provide the notification to SHIPPER or issue a written Exception Report as required above. Unless SHIPPER has issued written objections as required above, P/SMC will not be liable for any shortages or damages occurring before the shipment is actually transferred from the trailer loaded at origin unless there is evidence of a vehicular accident or fault or negligence by P/SMC.

(d) If P/SMC is instructed by SHIPPER or a consignee to leave a trailer at destination without it being unloaded in P/SMC’S presence, P/SMC shall obtain from the consignee a signed Bill of Lading acknowledging delivery with a notation of the time and date that the trailer arrived at the destination.

12. SAFE TRANSPORTATION WITH REASONABLE DISPATCH. P/SMC shall receive, transport and deliver with reasonable dispatch every shipment tendered to it by SHIPPER and shall deliver each shipment in good order and condition to the designated Consignee. "Reasonable Dispatch" means that all shipments will be delivered by P/SMC at the appointment time for delivery or as otherwise stated on the Bill of Lading.

13. DIVERSION AND RECONSIGNMENT. P/SMC shall not divert or reassign any shipment except upon written instructions of SHIPPER. P/SMC shall not accept instructions for diversion or reconsignment from any consignee without notice to SHIPPER, and written consent of SHIPPER.

14. SECURITY FOR TRAILER LOAD SHIPMENTS. For sealed trailer load shipments, the following provisions shall apply:

(a) STOPS-IN-TRANSIT

- (i) P/SMC shall maintain the integrity of the load in transit. If a stop in transit is necessary, a secure area must be utilized.

(b) TRAILER SEALS

- (i) SHIPPER or consignor personnel or their designated agent will place and remove trailer seals on all trailer load shipments. Seals are to remain intact until received at first CONSIGNEE location.
- (ii) If the seal is broken due to a legal or regulatory requirement or authority or is otherwise broken, lost, or tampered with, P/SMC'S driver shall note on the Bill of Lading the time, date, place, and circumstances surrounding the breaking of the seal or discovery of non-intact seal and place a new seal and record number of new seal on Bill of Lading.
- (iii) P/SMC shall contact SHIPPER origin location to inform of broken seal at the time of discovery.
- (iv) SHIPPER, or its Consignee, shall have the right to reject all shipments if the seal placed by SHIPPER is not intact. In such event the P/SMC shall be liable to SHIPPER as if there had been a total loss of the shipment.

(c) Palletized Freight. If shipments are palletized, the shrink or stretch wrapping on the materials shipped shall not be broken in transit and shall be delivered in the same condition as received by the P/SMC. If shrink or stretch wrapping is broken in transit, P/SMC shall assume liability for all damage or shortages noted on or after delivery.

(d) Cargo Securement. Cargo tendered to P/SMC shall be checked by P/SMC'S drivers to ensure that it has been loaded in full compliance with the Federal Motor Carrier Safety Administration's Cargo Securement regulations.

(e) C-TPAT AND PIP PARTICIPATION. To the extent that PROVIDER provides transportation services for shipments originating in Canada or Mexico to destinations within the United States or for shipments originating in the United States to destinations in Canada, the following provisions will apply:

- (i) With respect to shipments originating in Mexico or Canada, PROVIDER shall be a participant in the United States Customs Service's Customs Trade Partnership Against Terrorism (C-TPAT). PROVIDER shall provide SHIPPER of any change in PROVIDER'S status under that program.
- (ii) With respect to shipments originating in the United States destined to Canada, PROVIDER shall be a participant in the Canadian Partners in Protection (PIP). PROVIDER shall provide SHIPPER of any change in PROVIDER'S status under that program.
- (iii) PROVIDER represents and warrants that it has adopted and will follow procedures to ensure the physical security of any commodities tendered to it for transportation pursuant to the Contract.
- (iv) PROVIDER represents and warrants that its physical security procedures are adequate to prevent tampering with or damage to the commodities or their containers, introduction of contraband materials or substances into the commodities or their containers, theft of the commodities, or diversion of the commodities for unlawful or unauthorized purposes.
- (v) PROVIDER represents and warrants that it will retain possession and control of the commodities tendered to it for transportation pursuant to the Contract until delivery at the destination specified by SHIPPER in the Bill of Lading or as otherwise directed by SHIPPER pursuant to the terms of the Contract.

- (vi) PROVIDER represents and warrants that it will not deliver any such commodities to any person other than those identified by SHIPPER in the Bill of Lading or as otherwise directed by SHIPPER pursuant to the terms of the Contract.
- (vii) PROVIDER represents and warrants that, in the event that it has any reason to believe that any commodities or their packaging or containers have been stolen, tampered with, diverted contrary to the terms of the Contract or the Bill of Lading or shipping document relating to said commodities, or delivered to any carrier other than as provided for in the Contract, PROVIDER will immediately notify SHIPPER of this fact in writing and provide all relevant information and details relating to any such event or occurrence.
- (viii) PROVIDER'S obligations under this provision are in addition to PROVIDER'S obligations and liabilities under any other provision of the Contract and not in limitation thereof.

15. PERIOD OF P/SMC RESPONSIBILITY. P/SMC'S duties and responsibilities under the Contract with respect to the transportation of a particular shipment shall commence when P/SMC takes possession and control of SHIPPER'S property or upon execution of a Bill of Lading or delivery receipt by P/SMC, whichever occurs first, and shall end when consignee signs the Bill of Lading or delivery receipt upon P/SMC delivering SHIPPER'S property to the named consignee[s].

VI.

PROVIDER'S OBLIGATIONS

16. PROVIDER TO MEET SHIPPER'S DISTINCT NEEDS. PROVIDER agrees to meet SHIPPER'S distinct needs as set forth in the Contract, including without limitation, rate and service flexibility; extending credit for payment of freight bills; PROVIDER'S obligation to provide protection and indemnification against claims; to provide specified minimum insurance levels; and other requirements of the Contract.

17. PROTECTION AND INDEMNIFICATION. (a) PROVIDER shall defend (at SHIPPER'S option), indemnify, and hold harmless SHIPPER and its subsidiaries, and their respective directors, officers, agents and employees (collectively "the SHIPPER INDEMNITEES") against and from any and all liability, loss, damage, penalties, fines, costs and expenses (including reasonable attorneys' fees and other legal costs and expenses), including, but not limited to, claims for personal injury, death, damage to property (excluding SHIPPER'S cargo), clean-up costs from commodity spills and/or damage to the environment (collectively

“Claims”), to the extent caused by (or, for the purposes of defense obligations only, alleged by a third party to be caused by) (i) PROVIDER’S violation of applicable laws, ordinances, rules, orders or regulations mandated by any federal, state or local governmental body or agency, (ii) PROVIDER’S performance, non-performance and/or breach of the Contract or (iii) PROVIDER’S negligent acts or omissions or willful misconduct. PROVIDER will not be liable to the extent such Claims are caused by the negligent acts or omissions or willful misconduct of SHIPPER INDEMNITEES. The provisions of this section shall survive cancellation, termination, or expiration of the Contract. PROVIDER’S liability for cargo loss or damage shall be governed by Section 18: Liability for Loss, Damage or Delay to Shipments.

(b) In the event such Claims are caused by both of the parties, the indemnity obligations for such liabilities, damages, claims, suits and judgments (including, without limitation, reasonable legal fees) shall be borne by each party in proportion to its degree of fault.

(c) Any indemnified party under this section shall promptly tender the defense of any third party claim to the indemnifying party, but failure or delay in doing so shall not negate or limit the obligations of the indemnifying party unless such failure or delay results in material prejudice to the defense of the claim.

18. LIABILITY FOR LOSS, DAMAGE OR DELAY TO SHIPMENTS. (a) PROVIDER, whether acting in its capacity as a motor carrier, a transportation broker or an arranger of intermodal rail carrier transportation, assumes the liability of an interstate motor carrier for “actual loss” under 49 U.S.C. § 14706 (“Carmack”), as written and in effect as of January 1, 2023, regardless of whether the shipment is interstate, intrastate, or international in nature, for all loss, damage, injury to, or delay of any and all goods while being transported pursuant to the Contract. PROVIDER shall not be liable for any loss, damage, injury to, or delay of a shipment which is caused by an Act of God, the public enemy, the authority of law, the inherent vice of the goods, or the act or default of the SHIPPER, but only if the PROVIDER is free from negligence. It is agreed that the burden to prove freedom from negligence is on the PROVIDER. The measure of damages for loss, damage, injury or delay of goods shall be the original invoice value charged to the Consignee (or, if no sale, then the replacement cost of the lost or damaged goods) and all associated reasonable expenses incurred, including, but not limited to, freight charges, costs of inspection and costs of repair. Provided further, that the PROVIDER’S liability for loss and damage pursuant to this section shall be limited to one hundred thousand dollars (\$100,000) for trailer load shipments and \$25.00 per pound, per shipment for less than truckload shipments unless otherwise agreed to in writing by the parties prior to the time of shipment.

(b) It is understood and agreed that all shipments shall be deemed in transit, and PROVIDER’S liability shall not revert to that of a warehouseman, where the Consignee has not refused delivery and PROVIDER is requested or required to temporarily store a shipment prior to completing delivery because the Consignee is not ready to accept delivery, or PROVIDER is

required to re-deliver because PROVIDER missed a delivery appointment, or PROVIDER is otherwise unable to complete delivery as originally scheduled to the Consignee. In the event that any shipment is refused by the Consignee or that PROVIDER is unable to complete delivery for reasons other than those set forth above, PROVIDER shall place the shipment in PROVIDER'S terminal or in a public warehouse or other suitable storage facility under reasonable security.

Prior to assessing storage charges, PROVIDER must first call the SHIPPER and advise SHIPPER of the reason that the shipment is being held in storage. Storage charges will not begin to accrue until 48 hours (excluding weekends and holidays) after telephone or e-mail notification to the SHIPPER. If the PROVIDER is unable to contact SHIPPER by telephone or e-mail, storage charges will not begin to accrue until 72 hours (excluding weekends and holidays) after a certified letter is sent to and received by SHIPPER. PROVIDER must type the name of the person notified at SHIPPER'S location on any freight bills for storage charges. Freight refused because of shortages, damage or broken seals will not be assessed storage charges. If SHIPPER fails to give PROVIDER delivery instructions or otherwise take possession of the freight within thirty (30) days of receiving proper notification hereunder, PROVIDER may issue a final written notice to SHIPPER giving the SHIPPER ten (10) days to provide delivery instructions or take possession of the freight. If SHIPPER fails to respond to this final notice, PROVIDER may dispose of the shipment. Until such time PROVIDER'S liability for loss or damage as a carrier under this section shall continue. PROVIDER shall apply the salvage proceeds against any outstanding freight charges or storage charges and remit the remaining portion to SHIPPER; PROVIDED, HOWEVER, that in any event SHIPPER may determine, within its sole discretion, and not subject to a reasonableness standard, whether the goods may be disposed of or salvaged by PROVIDER and, if SHIPPER does not allow salvage, the reasonable salvage value of the merchandise if it had been salvaged shall be credited against SHIPPER'S claim against PROVIDER.

(c) A claim for loss, damage, injury or delay to cargo must be filed in writing with PROVIDER within nine (9) months from the date of delivery or within nine (9) months of a reasonable time for delivery if a complete loss. Such claims shall contain facts sufficient to identify the shipment(s) of property involved and reasonably inform PROVIDER that loss, damage, injury or delay has occurred, provided, however, a claim shall not be invalidated if SHIPPER is unable to determine the amount of the claim within the claim filing period.

(d) PROVIDER shall acknowledge in writing receipt of such claim within 30 days after receipt by the PROVIDER. PROVIDER in its acknowledgment to SHIPPER will indicate what, if any, additional documentary evidence or other pertinent information may be required to further process the claim as its preliminary examination of claim, as filed, may have revealed. At the time the claim is received, PROVIDER shall create a separate file and set thereon a successive claim file number, and note said number on all documents filed in support of the claim and all records and correspondence with respect to said claim.

(e) Each claim filed in the manner prescribed herein shall be promptly and thoroughly investigated by PROVIDER, if an investigation has not already been made prior to receipt of claim.

(f) Upon receipt of a written claim in the manner prescribed herein, PROVIDER shall pay, decline, or make a firm compromise settlement offer in writing to SHIPPER within 120 days from receipt of claim. Declinations shall state a lawful reason or basis for declining to accept responsibility for the claim, and shall be stated by the PROVIDER, not its insurer. Failure to offer a settlement of claim or to decline the claim in 120 days shall mean that PROVIDER has accepted liability for the amount of the claim as originally filed. In such event, SHIPPER shall have the right to offset from freight or other charges by PROVIDER the amount of the claim.

(g) When damage to contents of a shipping container is discovered which could not have been determined at the time of delivery, it shall be promptly reported to the PROVIDER upon discovery and a request for inspection made to the PROVIDER'S representative. Notice of loss or damage and request for inspection may be given by telephone, e-mail, facsimile, or other writing.

(h) Inspection by PROVIDER shall be made within 5 work days after receipt of request from SHIPPER, Consignor, or Consignee, excluding Saturdays, Sundays and holidays. A day will be considered as the passing of twenty-four (24) hours from 9:00 a.m., local time from the date of receipt of request for inspection. Inspection by PROVIDER will include examination of the damaged merchandise, the shipping container, and any other action necessary to establish all facts. If a shortage is involved, the inspector shall check the contents of the package with the invoice, weigh the shipping container and contents, or conduct any other type of investigation necessary to establish that a loss has occurred. In either case, inspection will be limited to a factual report.

(i) In the event PROVIDER does not make an inspection, the SHIPPER or Consignee may make the inspection and record all information to the best of its ability pertinent to the cause. SHIPPER'S or Consignee's inspection, in such case, shall be considered as the PROVIDER'S inspection and the fact that it wasn't performed by PROVIDER will not jeopardize any recovery the SHIPPER or Consignee is due based on the facts contained in the report.

(j) When a shipment has been damaged, SHIPPER, if it is the consignee, shall retain the damaged merchandise or, if it is not the consignee, SHIPPER shall request the consignee to retain the damaged merchandise, shipping container and packaging or shall request PROVIDER to return all damaged shipments, at the PROVIDER'S expense, to the point of origin or, with PROVIDER'S consent, to other points as instructed by SHIPPER for the purpose of inspection and mitigation of damages. If PROVIDER has admitted liability, PROVIDER shall take possession of the damaged merchandise as soon as possible, but no later than 30 days from the date the claim is received. PROVIDER shall remit payment of all salvage proceeds it receives to SHIPPER and such proceeds shall be credited against SHIPPER'S claim, in partial satisfaction of its claim against PROVIDER. If PROVIDER does not take possession of the damaged

merchandise within the aforesaid 30 day period, PROVIDER waives all right to any salvage. The above applies only when the PROVIDER and SHIPPER agree in writing that the PROVIDER will handle disposition of the salvage. If there is doubt of PROVIDER liability, the PROVIDER will so advise SHIPPER; in which event the SHIPPER (or Consignee) may hold the merchandise until liability of PROVIDER is settled or adjudicated, or may dispose of it once an inspection has occurred pursuant to Section 18(h) or 18(i) above so as to mitigate the damage and storage charges, and may file a claim for such damage, PROVIDED HOWEVER that in any event SHIPPER may determine, within its sole discretion, and not subject to a reasonableness standard, whether the goods may be disposed of or salvaged by PROVIDER and, if SHIPPER does not allow salvage, the reasonable salvage value of the merchandise if it had been salvaged shall be credited against SHIPPER'S claim against PROVIDER.

(k) Replacement Shipments. PROVIDER acknowledges that SHIPPER may utilize other providers to facilitate the movement of delayed shipments, or to ship replacement goods. If PROVIDER fails to make timely delivery of any shipment, PROVIDER shall be responsible for reasonable and necessary costs and expenses incurred in delivery by another provider to the consignee; provided, however, that PROVIDER be given the first opportunity to rectify any delayed shipment.

(l) Any suit for loss, damage, injury or delay shall be instituted against PROVIDER no later than two (2) years from the date when the SHIPPER receives written notice from the PROVIDER stating that PROVIDER has disallowed the claim or any part or parts of the claim.

(m) Shipper's Packaging. PROVIDER acknowledges that SHIPPER'S packaging methods, materials and procedures are adequate and meet or exceed industry standards. If PROVIDER elects to assert faulty packaging methods, materials or procedures as a defense to a claim for damage, PROVIDER shall have the burden to prove the packaging methods, materials or procedures were not adequate and were below industry standards.

(n) Transportation of Food or Food-Related Products. PROVIDER acknowledges that exposure of food or food-related products to possible contamination by foreign substances may render product worthless and/or unsuitable for its intended use and, if rejected, such product will require destruction or disposal without any salvage and will be considered a total loss. PROVIDER further acknowledges that some of SHIPPER'S products may be subject to the Food Safety Modernization Act (FSMA) regulations and agree to follow safety instructions provided to PROVIDER by SHIPPER for such products from time to time, and that failure to follow such instructions may result in the rejection of the shipment and, if rejected, such product will require destruction or disposal without any salvage and will be considered a total loss. PROVIDER further acknowledges that any breach of this provision or any unexplained break in the chain of custody of products tendered to PROVIDER for transportation may result in the rejection of the shipment due

to the possibility of adulteration or contamination and, if rejected, such product will require destruction or disposal without any salvage and will be considered a total loss.

(o) In the event the parties agree to released value rates or other limit of liability, such limitation(s) on PROVIDER'S liability shall not apply if the damage or loss of cargo is the result of willful misconduct, gross negligence, conversion or material breach of the Contract by PROVIDER or its directors, officers, agents or employees, and SHIPPER shall be reimbursed for its loss pursuant to this Section 18.

19. INSURANCE.

(a) When providing services as a transportation broker pursuant to Section 8(c) above or arranging for intermodal services pursuant to Section 8(d) above, PROVIDER shall at all times during the term of the Contract maintain in full force and effect the following minimum insurance coverage, with insurers with a minimum BEST rating of A- or better and otherwise satisfactory to SHIPPER:

<u>Nature of Insurance</u>	<u>Amount</u>
Automobile liability	\$1,000,000 per occurrence
Commercial General Liability, including blanket contractual liability	\$2,000,000 each occurrence limit
Cargo Liability Insurance, including coverage for losses due to dishonest acts of motor carriers and third parties and Reefer Breakdown coverage for temperature controlled shipments	\$100,000 per occurrence
Errors and Omissions Insurance	\$100,000 per occurrence
Crime insurance providing coverage for physical loss or damage to cargo as a result of criminal, fraudulent or dishonest acts of employees	\$100,000 per occurrence (Coverage may be a stand-alone policy or part of a cargo liability policy)
Workers' Compensation	Statutory Limits

Employers Liability	\$1,000,000 Bodily Injury Each Accident \$1,000,000 Bodily Injury by Disease Policy Limit \$1,000,000 Bodily Injury by Disease Each Employee
---------------------	---

(b) PROVIDER shall provide to SHIPPER, upon request, Certificates evidencing all required insurance. These certificates will:

- (i) Name SHIPPER as an “Additional Insured” by endorsement on the Commercial General Liability Policy; and said Policy shall provide that (A) SHIPPER shall not be obligated to pay premiums for any such insurance, (B) such insurance shall be primary with respect to all insureds and (C) such insurance shall be applicable separately to each insured and shall cover claims, suits, actions or proceedings by each insured against any other insured.
- (ii) Recite that the Certificate Holder is:

Jetro Holdings, LLC
1710 Whitestone Expressway
Whitestone, NY 11357- 3054

The "Special Provisions" section must read:

Jetro Holdings, LLC, its Subsidiaries and Affiliates, and the Subsidiaries or Affiliates thereof (all doing business as Jetro Cash & Carry &/or Restaurant Depot &/or Restaurant Depot Express), including the Directors, Officers, Managers, Members and Employees of all of the aforementioned are included as Additional Insured with respect to the Commercial General Liability Coverage and Loss Payee with respect to the Motor Carrier Cargo Liability Coverage while in the custody and/or control of the PROVIDER and/or the SELECTED MOTOR CARRIER or delivered to destination and loss payee with respect to the contingent cargo liability coverage.

- (iii) Name SHIPPER as “Loss Payee” on its Cargo Liability Policy (“CLP”) without regard to any liability limitation. .

(c) Deductibles are PROVIDER'S responsibility. PROVIDER remains liable to SHIPPER pursuant to the provisions of the Contract, less amounts paid by PROVIDER'S insurance company to SHIPPER.

(d) PROVIDER shall obtain cargo liability insurance in accordance with the following conditions:

(i) PROVIDER'S cargo liability insurance policy shall not exclude coverage for infidelity, fraud, dishonesty or criminal acts of PROVIDER'S employees, agents, officers or directors. If said policy contains such exclusions, PROVIDER shall obtain and furnish a separate insurance policy or surety bond (at no additional cost to SHIPPER) providing such coverage to the satisfaction of SHIPPER.

(ii) PROVIDER'S cargo liability insurance policy shall not exclude coverage for unattended vehicles, breakdown or failure of mechanical refrigeration equipment, or for the products being shipped by SHIPPER, or for unexplained or mysterious loss or shortages. In the event that PROVIDER'S cargo liability insurance policy would otherwise contain any of said exclusions, PROVIDER shall obtain and furnish a copy of an endorsement eliminating the exclusion and providing coverage before the commencement of any services pursuant to the Contract.

(e) If PROVIDER operates in intrastate commerce in any state under the Contract, PROVIDER will meet that state's requirements for minimum amounts of financial responsibility relating to insurance and self-insurance authorization, if greater or different in kind than the requirements of the Contract.

(f) PROVIDER shall immediately notify SHIPPER if any insurance coverage is cancelled, reduced, or otherwise invalidated.

(g) Waiver of Underwriter's Rights. PROVIDER'S insurance policies shall provide for waiver of underwriter's subrogation rights against SHIPPER, its officers, directors, employees, subsidiaries and affiliates, except for the Workers' Compensation policies.

(h) Self-Insurance. If PROVIDER is self-insured, it shall provide evidence of such, including proof of acceptance of self-insurance status by the FMCSA or other governing agency, OR a copy of the BMC-83 Surety Bond required by FMCSA regulations.

(i) No Representation as to Adequacy. It is expressly understood that SHIPPER does not represent that the types or minimum limits of the insurance set forth herein are adequate to protect the PROVIDER'S interests, nor do they serve to limit the extent of PROVIDER'S responsibilities and liabilities under the Contract.

(j) SHIPPER reserves the right to terminate the Contract as a material breach in the event that any required insurance coverage is suspended or cancelled.

(k) Insurance Policies, Copies. Upon request of SHIPPER, PROVIDER shall deliver to SHIPPER full and complete copies of the insurance policies required under the Contract. If copies of said policies are not available, PROVIDER shall provide copies of the pages of said policies containing the coverage in said policies, and all exceptions, exclusions and endorsements to the coverage provided therein.

20. INDEPENDENT CONTRACTOR. In the performance of transportation service hereunder, PROVIDER and its SELECTED MOTOR CARRIERS shall be deemed to be independent contractors and shall not act as an agent or employee of SHIPPER. No employee, agent or other representative of either party shall at any time be deemed to be under the control of the other party. Each party shall be fully liable for all workers' compensation premiums and liability, Federal, State, Provincial and local withholding taxes or charges with respect to its respective employees, and each agrees to hold the other harmless from any claims brought against the other in relationship thereto. PROVIDER represents that it is entirely independent and that it is not substantially economically dependent upon the SHIPPER and there is no functional integration of the SHIPPER'S and the PROVIDER'S respective operations.

21. INFORMATION AND CONFIDENTIALITY. (a) Except to the extent disclosure may be required by law, and then disclosure may be made only to the extent of such requirement and after the PROVIDER has notified SHIPPER of the requirement, PROVIDER agrees to safeguard and treat as confidential information pertaining to SHIPPER'S traffic, including, without limitation, origins, destinations, products, volume, rates and charges, the identity of SHIPPER'S customers and suppliers, and the products purchased by particular customers and purchased from particular suppliers. PROVIDER shall also safeguard and treat as confidential information relating to SHIPPER'S operations and competitive position, including, without limitation, the following: sales, marketing and promotional strategies and plans; financial information; research and development of new products; improved products and improved procedures; sales/delivery statistics, forecasts; manufacturing processes and formulas; cost data; expansion plans; purchasing plans; critical ingredients and/or sources of supply; provided, however, that PROVIDER may disclose such confidential information to SELECTED MOTOR CARRIERS and RAIL CARRIERS to the limited extent required to perform its obligations under the Contract. The obligations set forth in this section shall survive, indefinitely, the expiration or earlier termination of the Contract.

(b) PROVIDER agrees to provide to SHIPPER, upon reasonable request made during the term of the Contract or within one year after the termination of the Contract, any and all information (including confidential information) and data (whether in electronic, printed, or other format) used or created by PROVIDER in the performance of the Contract.

22. FINANCIAL REPORTS. PROVIDER agrees to submit upon request to SHIPPER a copy of its Annual Financial Report filed with the FMCSA pursuant to its regulations. If PROVIDER is not subject to said regulations, PROVIDER agrees to submit other evidence of its financial condition acceptable to SHIPPER upon request. PROVIDER shall also timely complete any confidential financial and business survey or questionnaire requested by SHIPPER.

VII.

GENERAL PROVISIONS

23. NOTIFICATION OF ACCIDENTS OR DELAY. PROVIDER agrees to notify SHIPPER immediately of any accident or any other event which prevents the PROVIDER from making a timely or safe delivery of any shipment.

24. SHIPPER RELIANCE ON PROVIDER REPRESENTATIONS AND WARRANTIES. SHIPPER is entitled to rely on the representations and warranties made by PROVIDER in the Contract, including the Recitals. In addition to all other remedies provided by law, the provisions of Section 17: Protection and Indemnification above shall apply to protect and indemnify SHIPPER against any losses it incurs as a result of PROVIDER'S breach of any such representations and warranties.

25. NO LIEN. PROVIDER shall have no lien or right of retention, and hereby forgoes and expressly waives such rights to any lien, upon any shipment or portion of any shipment. PROVIDER acknowledges that if PROVIDER or a SELECTED MOTOR CARRIER or any other subcontractor imposes a lien, such action will cause irreparable damage to SHIPPER, and may harm other entities with which SHIPPER does business. In such event, SHIPPER shall have the right to a temporary and permanent injunction on PROVIDER and the right to seek and recover such further or other damages from PROVIDER, including reasonable attorneys' fees, as may be available at law or in equity.

26. DEFAULT. The following actions or events shall each constitute a material breach of the Contract, in addition to those that are expressly referred to as material breaches elsewhere in the Contract:

- (a) Either party commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), or takes any equivalent or similar action by filing a petition under any other federal or state law in effect at such time relating to bankruptcy or insolvency, or if a petition is filed against the party under any chapter of the Bankruptcy Code, or if a petition is filed seeking any such equivalent or similar relief against the party under any other federal or state law in effect at the time relating to bankruptcy;

- (b) Either party makes a general assignment for the benefit of creditors;
- (c) Either party admits in writing an inability to pay its debts generally as they become due;
- (d) Either party has appointed (voluntarily or involuntarily) a trustee, receiver, custodian or agent under applicable law or under contract, whose appointment or authority to take charge of property of the party for the purpose of general administration of such property for the benefit of the party's creditors;
- (e) Either party commits a material breach of any of the terms or provisions of the Contract and such breach is not cured within 10 days after receipt of written notice advising of such breach; or
- (f) With respect to PROVIDER, any portion of PROVIDER'S operating authority required for PROVIDER to perform its obligations under the Contract is revoked, canceled, suspended or discontinued by operation of law or otherwise.

In the event of the occurrence of any breach(es) listed in this section, the non-breaching party may terminate the Contract effective immediately upon written notice to the breaching party.

27. NONWAIVER. Failure of either SHIPPER or PROVIDER to insist upon performance of any of the terms, conditions or provisions of the Contract, or to exercise any right or privilege herein, or the waiver of any breach of any of the terms, conditions or provisions of the Contract, shall not be construed as thereafter waiving any such terms, conditions, provisions, rights or privileges, but the same shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

28. TIME LIMITS FOR COMMENCEMENT OF LEGAL ACTIONS. Unless otherwise specified in the Contract and except for an action to enforce the indemnification provisions of Section 17: Protection and Indemnification, any action to enforce any provision of the Contract shall be commenced within two (2) years of the date of the breach.

29. NON-ASSIGNABILITY; BINDING AGREEMENT. Except as provided in Section 8(c)(iv): Selection and Use of Motor Carriers by PROVIDER above, PROVIDER shall not assign or transfer in any manner (either by contract, operation of law or change in direct or indirect control) the Contract or PROVIDER'S rights or obligations under the Contract without the prior written consent of SHIPPER, the giving of which shall be solely at SHIPPER'S option and not subject to a "reasonability" standard. In the event PROVIDER assigns or transfers the Contract or any of PROVIDER'S rights or obligations without SHIPPER'S prior written consent in breach of this provision, it shall be deemed a material breach and SHIPPER may, at its option,

terminate the Contract immediately upon written notice to the PROVIDER. Subject to the foregoing limitations, the Contract shall be binding on the parties' respective successors and assigns.

30. SEVERABILITY. The Contract is intended for general use in the United States of America and for shipments originating in the United States to destinations in Mexico or Canada or for shipments originating in Canada to destinations in the United States, Canada, or Mexico OR for shipments originating in Mexico to destinations in the United States, Mexico or Canada. In the event that any of the terms and provisions are in violation of or prohibited by law, statute, or ordinance of the state or city where it is used, or by U.S. federal law or the laws of Mexico or Canada, the term or provision will be of no force and effect to the extent of the violation or prohibition without invalidating any of the other terms and provisions of the Contract.

31. JURISDICTION, VENUE AND GOVERNING LAW. (a) Any action to enforce any provisions of the Contract shall be brought in the United States District Court for the Southern District of New York, and PROVIDER hereby consents to the exclusive jurisdiction and venue of such court for all purposes, including the taking of depositions. If for any reason such court does not have jurisdiction, then such action shall be brought in the New York State Supreme Court for Queens County, and PROVIDER hereby consents to the exclusive jurisdiction and venue of such court for all purposes, including the taking of depositions. Provided however, actions under Section 18 for recovery of loss and damage claims may be commenced (at the option of SHIPPER) in such other jurisdiction and venue as may be authorized under 49 U.S.C. § 14706, and PROVIDER hereby consents to the exclusive jurisdiction and venue of such court for all purposes, including the taking of depositions.

(b) The provisions of the Contract shall be construed and enforced according to the laws of the State of New York (excluding that state's choice of law provisions); provided, however, that in the event that a provision of the Contract would cause PROVIDER to be in violation of United States, Canadian or Mexican federal, state, or provincial law or to the extent that provisions of United States, Canadian or Mexican federal, state, or provincial law would render the provisions of the Contract null and void or unenforceable, then the Contract shall be construed as narrowly as possible so as to give effect to the intent of the parties as stated and agreed to herein. PROVIDER also agrees that, unless prohibited by United States, Canadian or Mexican law, the Contract and the performance thereof shall be construed and enforced as though a shipment originated at and was destined to a point in the United States without regard to whether a shipment actually originated at or was destined to a point in Canada or Mexico.

(c) Except to the extent otherwise expressly set forth in the Contract, costs and reasonable attorneys' fees shall be awarded to the prevailing party in any action.

32. REFERENCES AND INCORPORATION BY REFERENCE. (a) All references in the Contract and these **ONLINE TRANSPORTATION SERVICE PROVIDER TERMS AND CONDITIONS** to rights, obligations, Appendices, addenda, forms, sections, or subsections shall be to provisions in the Contract or these **ONLINE TRANSPORTATION SERVICE PROVIDER TERMS AND CONDITIONS** without in all instances use of the words such as "the Contract," "hereto," "hereunder," etc.

(b) If the Contract and these **ONLINE TRANSPORTATION SERVICE PROVIDER TERMS AND CONDITIONS** and any of its Appendices incorporate by reference any individually determined tariff, circular, memorandum, rate schedule, classification, rule or other document in any way related to rates or charges, incorporation is limited to the provisions of the item(s) referred to in effect on the date of the Contract. No subsequent change in such item(s) is deemed incorporated except by written agreement of the parties attached to the Contract as an amendment hereto.

(c) The terms of the Contract and these **ONLINE TRANSPORTATION SERVICE PROVIDER TERMS AND CONDITIONS** control to the extent inconsistent with any tariff or non-tariff document incorporated by reference.

(d) No incorporation by reference will reduce or defeat PROVIDER'S liability under Section 18: Liability for Loss, Damage or Delay to Shipments above, which applies, without any limitation for released values or otherwise, unless a released value rate(s) or limitation of liability is set forth elsewhere in the Contract.

33. INTENTIONALLY OMITTED.

34. RECORD RETENTION. All bills of lading, delivery receipts, freight bills, manifests, logs, claims, archived electronic data interchange (EDI) transmissions and any other shipping or claim documentation shall be retained by PROVIDER for a period of four (4) years from the date of signature on the Bill of Lading or one (1) year after final resolution of a disputed or unsettled claim, whichever is later, or for such greater period of time as may be required by federal or state laws, rules or regulations. For U.S., Canadian or Mexican cross-border shipments, the retention period shall be five (5) years. All such records shall be available for inspection and copying at PROVIDER'S expense and use by SHIPPER during such period. PROVIDER shall retain an original copy of the Contract while in effect and for a period of four (4) years thereafter and shall furnish proof of such retention to SHIPPER upon reasonable request. The provisions of this section shall survive cancellation, termination, or expiration of the Contract.

35. INTENTIONALLY OMITTED.

36. APPENDICES. The following Appendices, as amended from time to time, shall be part of the Contract and these **ONLINE TRANSPORTATION SERVICE PROVIDER TERMS AND CONDITIONS**:

Appendix A:	Rates and Charges
Appendix B:	Intentionally Omitted
Appendix C:	Intentionally Omitted
Appendix D:	Intentionally Omitted
Appendix E:	FDA Food Safety Modernization Act
Appendix F:	Fuel Index & Accessorial Charges
Appendix G:	Billing Requirements
Appendix H:	Intentionally Omitted
Appendix I:	Jetro RD Load Tender System (Ascend TMS)
Appendix J:	HACCP Receiving Guidelines – Not Refrigeration Shipping Temperatures

37. WAIVER OF JURY TRIAL. SHIPPER AND PROVIDER ACKNOWLEDGE AND AGREE THAT ANY CONTROVERSY THAT MAY ARISE UNDER THE CONTRACT, INCLUDING ANY INDIVIDUAL SHIPMENT DOCUMENTS, EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THE CONTRACT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THE CONTRACT, INCLUDING ANY INDIVIDUAL SHIPMENT DOCUMENTS, EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THE CONTRACT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

38. ENTIRE UNDERSTANDING. These **ONLINE TRANSPORTATION SERVICE PROVIDER TERMS AND CONDITIONS**, including the following Appendices, plus any executed written contract together with its recitals entered into between JETRO and the SERVICE PROVIDER that includes or incorporates by reference these **ONLINE TRANSPORTATION SERVICE PROVIDER TERMS AND CONDITIONS**, represents the entire understanding of the parties and cannot be amended, waived, or modified except in writing signed by both parties.

APPENDIX A

Rates and Charges under the Shipper-Provider Contract *Including Intermodal* for Transportation by Motor Carrier and/or Brokerage of Motor Carrier Transportation

The rate for an individual shipment will be specified in the load tender by Jetro to PROVIDER specifying the agreed upon rate. Acceptance of the load tender shall constitute agreement by the PROVIDER of the accuracy of the rate.



WHERE RESTAURANTS SHOP

APPENDIX B
INTENTIONALLY OMITTED



WHERE RESTAURANTS SHOP

APPENDIX C
INTENTIONALLY OMITTED



WHERE RESTAURANTS SHOP

APPENDIX D
INTENTIONALLY OMITTED



APPENDIX E

FDA FOOD SAFETY MODERNIZATION ACT

Jetro Holdings, LLC

Food Safety Modernization Act (FSMA) Driver/Carrier Requirements

Driver(s)/Carrier(s) transporting shipments subject to the FDA's Food Safety Modernization Act final regulations, 21 CFR 1.900-1.934: Sanitary Transportation of Human and Animal Food rule must meet all the requirements of the regulations.

Driver/Carrier Responsibilities - IRD requirements / FSMA Compliance

All Loads

- Ensure the trailer is clean, in good repair, with no refrigeration unit leaks or roof leaks, off odors, infestations, blood, other contaminants, or debris.
- Door seals intact and drain plugs must be in place.
- Driver/Carrier checks BOL for required product temperature and any special instructions.

Temperature Controlled - Frozen or Refrigerated

- Driver will ensure trailer is precooled to noted BOL temperature.
- Transit temperature recordings must be available and provided upon request.
- Driver will ensure trailer refrigeration unit is set on "Continuous" upon request.

FSMA Training and Recordkeeping

- All PROVIDERS must maintain and provide written procedures and training documents upon request.
- PROVIDERS are responsible for recordkeeping obligations of a carrier for any Covered Food.



WHERE RESTAURANTS SHOP

APPENDIX F

FUEL INDEX & ACCESSORIAL CHARGES

<u>Fuel Cost Per Gallon</u>		<u>Rate per Mile</u>	<u>Fuel Cost Per Gallon</u>		<u>Rate per Mile</u>
2.01	2.10	.26	4.11	4.20	.52
2.11	2.20	.27	4.21	4.30	.53
2.21	2.30	.28	4.31	4.40	.54
2.31	2.40	.29	4.41	4.50	.56
2.41	2.50	.31	4.51	4.60	.57
2.51	2.60	.32	4.61	4.70	.58
2.61	2.70	.33	4.71	4.80	.59
2.71	2.80	.34	4.81	4.90	.61
2.81	2.90	.36	4.91	5.00	.62
2.91	3.00	.37	5.01	5.10	.63
3.01	3.10	.38	5.11	5.20	.64
3.11	3.20	.39	5.21	5.30	.66
3.21	3.30	.41	5.31	5.40	.67
3.31	3.40	.42	5.41	5.50	.68
3.41	3.50	.43	5.51	5.60	.69
3.51	3.60	.44	5.61	5.70	.71
3.61	3.70	.46	5.71	5.80	.72
3.71	3.80	.47	5.81	5.90	.73
3.81	3.90	.48	5.91	6.00	.74
3.91	4.00	.49			
4.01	4.10	.51			

- Based on Department of Energy national average diesel price.
- The weekly price is reported each Monday by the Department of Energy (DOE) and will be used to determine the fuel surcharge applicable for the next seven (7) days. Any adjustments in the fuel surcharge will become effective 12:01am, Tuesday and remain in effect through 11:59pm on the following Monday.
- For every 9cents change in the National Average Index the following surcharge will be applied in addition to the base rate.
- For fuel prices greater than \$6 per gallon, add \$0.0125 cents per mile for every 9 cents per gallon increase in the fuel price.

**FUEL SURCHARGE:**

The Department of Energy (DOE) reports the diesel fuel price index on the first business day of each week and the surcharge will be adjusted effective the day following DOE announcement. For more information on the DOE please Visit their website at <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>

DETENTION:

Any detention should be billed on the same invoice as the load. Each detention occurrence must be approved by the logistics department to be paid.

There are (2) hours free time for loading at every pickup and (2) hours free time unloading at each drop. A \$15 per 15 minutes period will apply after the initial (2) hours. If greater than 5 hours, a full layover charge of \$250 will apply.

An email must be sent to the logistics planner at least one hour before the detention starts.

Any detention requests must be entered into Ascend TMS within 24hours after delivering to last stop.

See PROVIDER ACCESSORIAL FORM on pages F-4 and F-5 for acceptable format.

LAYOVER OVERNIGHT:

An email must be sent to logistics for authorization prior to commencing layover. Approved unplanned layovers will be assessed and must be approved by logistics to incur a \$250 layover charge.

Any layover charges must be entered into Ascend TMS within 24hours after delivering last stop.

TRUCK ORDER NOT USED (TONU):

When carrier arrives at a point designated by Jetro/Restaurant Depot and equipment is not used due to no fault of the carrier a truck order not used may be assessed at \$250.00 per night.

No TONU will be paid if the logistics department is not notified by email within 24 hours of the TONU. In addition, TONU will be granted by logistics if RD logistics does not notify carrier 24hours prior to scheduled pickup.

STOPS IN TRANSIT:

All additional stop offs (Pickups or Drop offs) at \$50.00 per stop.

DRIVER COUNT:

If driver is allowed to supervise loading driver should verify pallet counts and sign for number of counted pallets on Bill of Lading (BoL) unless load tender and BOL specifically state "Shipper Load and Count" or said, "to contain". For all pick up loads, the trailer must be sealed at the time of pick up and the seal number notated on BoL. Re-sealing the trailer is mandatory after each stop, with new seal number verified and notated on BoL. No additional fees are due to the PROVIDER for this service.

LOAD/UNLOAD:

Lumper fees must be approved by the logistics department prior to unloading.

*Note: all logistics pickup loads are offloaded by store employee and/or by cross dock employees unless lumper servicer was pre-approved by logistics.

RE-CONSIGNMENT/ RE-DELIVERY:

PROVIDER will only attempt to deliver the diverted or re-consigned shipment at the request and authorization of Jetro/Restaurant Depot Logistics Department.

RETURNED LOAD CHARGE:

After a Load Is accepted through Ascend TMS portal by a PROVIDER, they are obligated to move the product on time. If the load is returned with less than 48 hours before scheduled pickup appointment or if load Is returned any time after pickup appointment is missed without email authorization from Restaurant Depot logistics) a \$250 returned load fee will be assessed.

DELIVERY INSPECTIONS:

If for any reason due to driver negligence an Inspection of product needs to be ordered a \$50. Inspection fee will be assessed plus cost of actual inspection.

UNLOADING DAMAGED OR UNSTABLE PRODUCT:

If product is damaged or shifted during transit due to driver negligence, a \$20 per pallet charge will be assessed for unloading or re-stacking the damaged product.



PROVIDER ACCESSORIAL FORM

Accessorials fees incurred at multiple pickups and or stops, must fill out one for each occurrence separately. Detentions are from scheduled appointment time, not arrival time. If the driver is late, meaning not arrived at the location for the scheduled date/time, it would be considered a scheduled work in and no accessorials would be approved even if detained.

If the driver arrived on time for scheduled appointment and is line to check in, driver/PROVIDER must advise immediately about the delay in writing via email, to logistics/load planner/s not just via phone call.

When prompted for pickup or stop status, Ascend TMS will ask if there are any accessorials to be requested/added. An accessorial form must be copied/entered into that field in Ascend, under the Accessorials category in the notes section so it can be added. It will notify the load planner for an action to be taken and also send an email to logistics/load planner/s within 24 hours of occurrence, prior to load being marked delivered/closed and archived or will not be honored. This will satisfy the in-writing requirement. All information is noted within and according to the Contract with PROVIDER. Only exception for it to be honored after archived/closed, is if PROVIDER/vendor can provide written evidence such as emails and timestamps showing that an accessorial/s was requested/approved and should have been added but was not added by load planner/s prior to being closed. Please provide all times in Military/Zulu Time only also known as Greenwich Mean Time.

Detentions (Please provide in Military Time only)

Accessorial: Detention
Location of Detention: _____
Scheduled Date: XX-XX-XXXX
Scheduled Time: 0000
Arrived Date: XX-XX-XXXX
Arrived Time: 0000
Released Date: XX-XX-XXXX
Released Time: 0000
Total Hours: XX.XX
Detention Hours: XX.XX
Reason: _____

TONUs (Truck Order Not Used) (Please provide in Military Time only)

Accessorial: TONU
Location of TONU: _____
Scheduled Date: XX-XX-XXXX
Scheduled Time: 0000
Rescheduled Date: XX-XX-XXXX
Rescheduled Time: 0000
Reason: _____

Layover (Please provide in Military Time only)

Accessorial: Layover
Location of Layover: _____
Scheduled Date: XX-XX-XXXX
Scheduled Time: 0000
Rescheduled Date: XX-XX-XXXX
Rescheduled Time: 0000
Reason: _____
Out of Route Mileage



WHERE RESTAURANTS SHOP

Accessorial: Out of route mileage
Date: XX-XX-XXXX
Miles: XX
Tolls: XX
Reason: _____

Example:

Accessorial: Detention
Location of Detention: Shipper/Vendor Name
Scheduled Date: 09-29-2022.
Scheduled Time: 1700
Arrived Date: 09-29-2022.
Arrived Time: 1600
Released Date: 09-29-2022.
Released Time: 2000
Total Hours: 03.00
Detention Hours: 01.00

As an example only:
Note/Reason:

We picked up 796623 on 9/29 from the warehouse for Empacadora. The carrier is requesting (1) hour of detention at pickup, \$75. Here are the driver's tracking logs to show he was on site on time for our 1700 appointment and didn't get out until 2000.

Optional link for hours calculator:

<https://www.calculatorsoup.com/calculators/time/hours.php>

REVERSE CARRIER ACCESSORIAL – Deductions to be assessed on the current load charges for carrier controllable failures*

Late Pick/Delivery:

Applicable charge: A \$15 per 15 minute period rounded up will apply from scheduled time until truck arrival. Maximum \$250 charge per occurrence.

Missed Pick up

\$250 per day from the scheduled pickup day

Missed Delivery

\$250 per day from the scheduled delivery day

***Carrier controllable failures are:**

Dispatch Error

Driver Error

Traffic

Overslept

Lost

Illness

Capacity/Staffing



WHERE RESTAURANTS SHOP

APPENDIX G
BILLING REQUIREMENTS

To all our valued PROVIDERS:

We have made some changes to our internal procedures to streamline the billing process. We would like to take this time to explain what our billing requirements are in order, to avoid any A/P issues or delays.

Our requirements are:

1. Jetro/RD "LOAD NUMBER" will be issued at time of load tender.
2. All PROVIDERS must have the appropriate Jetro/RD "LOAD NUMBER" printed on the invoice being submitted for payment.
3. Each "LOAD NUMBER" issued must have a separate invoice generated.
4. If there are any exceptions to the load (i.e., Truck washout, detention, layover, or any unplanned fees) they must be communicated in writing via Ascend TMS portal as they occur, or within 24 hours of the load being delivered. The specific details for the variance must be emailed to logistics so Jetro/RD can properly approve and charge to the appropriate entity responsible. You should receive a revised tender with the new amount including the accessorial charge before you submit your invoice for billing. Any unapproved accessorial charges will not be paid, after the load has been finalized and completed.
5. Any variance between the invoiced amount and the amount agreed upon on the load sheet will generate an exception in our A/P system. This will delay processing of the invoice. Again, all invoices must match exactly to the amount on the RD load tender, and/or the revised tender with accessories on it.

Invoice billing requirements are:

Invoice packet should contain; Invoice (must contain load number), POD's (must have store/cross dock stamp) **and** a copy of the load confirmation sheet.

Preferred method of sending in invoice packet

E-mail invoice packet to ap_freight@ietrord.com, (There is an underscore in between ap and freight in the previous email listed). Each e-mail should contain only one invoice packet and should only be emailed once.

Optional method of sending in invoice packet

Invoice packet can be mailed to the New York accounts payable department located at:

**Jetro Holdings, LLC
c/o Accounts Payable
1710 Whitestone Expressway
Whitestone, NY, 11357**



WHERE RESTAURANTS SHOP

APPENDIX H

INTENTIONALLY OMITTED



APPENDIX I

JETRO RD LOAD TENDER SYSTEM (ASCEND TMS)

To all our valued PROVIDERS:

Restaurant Depot requests your company use the following guidelines for communication with the stores and logistics department via email provided, and through our TMS (Ascend PROVIDER Portal).

Store Communication

1. Email store (see attached store list for email addresses) to set and confirm appointments.
2. Email store for any late pickups that will cause delays in delivery.
3. Email store for any delay in multi stop picks or drops that will cause delay in delivery.

Logistics Communication

1. Email Logistics if a store requests to push appointments outside of requested date.
2. Email Logistics for any late pickups that will cause delays in delivery.
3. Email Logistics for any delay in multi stop picks or drops that will cause delay in delivery.
4. Email Logistics at least one hour before detention will begin at pick or drop.

TMS (Ascend TMS PROVIDER Portal) Communication

1. Load receipt acceptance.

You will receive an email notifying you that a load has been tendered to you via Ascend TMS PROVIDER Portal. You will need to log in accept the tender (you will receive log in and password information after we receive your PROVIDER number). If Ascend TMS is not available, it will be faxed or emailed to you. You will be required to email or fax us a signed copy acknowledging receipt of tender.

2. Pick Up and Delivery appointment dates and times.

Upon acceptance of load tender, PROVIDER must make pickup and delivery appointments within 24hours. Once you have made pickup and delivery appointments, you will need to log in to Ascend PROVIDER portal and revise the scheduled dates and times. In the event Ascend TMS is unavailable you will need to send said Information in an e-mail stating such facts. Please reference the load number in the subject line of the e-mail.

3. Confirmation that the pickup has been completed.

Once you have made the pickup(s), you will need to log in to Ascend TMS and record the actual pickup dates and times. In the event Ascend TMS is unavailable you will need to send said information in an e-mail stating such facts. Please reference the load number in the subject line of the e-mail.

4. Confirmation that the load has been delivered.

Once you have made the delivery(s), you will need to log in to Ascend TMS Portal and record the actual delivery dates and times and update the status for each stop. In the event Ascend TMS is unavailable you will need to send said information in an e-mail stating such facts. Please reference the load number in the subject line of the e-mail.



APPENDIX J

HACCP Receiving Guidelines - Not Refrigeration Shipping Temperatures

Receiving Department S.O.P. CRITICAL CONTROL POINT #1

EMPLOYEES RESPONSIBILITY: Visually inspect all goods on each truck for signs of contamination, insects, rodents, birds, chemical spills, broken glass, fuel odors, etc.

Report any problems to the manager immediately!

At closing remove old pallets, trash and debris from dock, dumpster, and pallet storage areas. Sweep and hose down floors. Remove all damages, pallets, and IT's at least twenty feet from any outside doors. Follow Master Sanitation Schedule as needed.

MANAGERS RESPONSIBILITY: Check temperatures of all refrigerated & frozen products with a non-contact thermometer in the back, middle and front of truck.

Maximum Average Acceptable Product Temperatures (MAPPI) **Before corrective action is necessary**

Averaged Maximum Acceptable Product Temperatures

Frozen	10° f
Meat, Dairy	40° f
Fresh Fish	40° f and sufficient ICE
Smoked Fish	38°f
Live Shellfish	40°f
Claw, Oyster, and other shell stocks packages must be checked for Harvesting Tags!	
Vacuum Packaged Seafood	38°f
Salads	40° f
Shell Eggs	45° F (temperature of delivery truck)
Wet Yeast & Feta Cheese Pails	45° f (temperature of delivery truck)

Report any problems to the shipper immediately.

- If average temperature is over 45°F reject product immediately!
- If Average temperature is between over 40°F and 45°F it is to be signed for as

"CONDITIONAL ACCEPTANCE SUBJECT TO THE RESULTS OF CORRECTIVE ACTION"

- If average temperature of frozen product is over 25°F, reject immediately.
- If average temperature is between 11°F and 24°F, it is to be signed for as «CONDITIONAL ACCEPTANCE SUBJECT TO THE RESULTS OF CORRECTIVE ACTION".

Corrective Action: When corrective action is necessary, the product should be sent to the freezer.

If the product temperature does not reach an acceptable temperature range (MAPPT) within 4 hours, the product is to be returned.

*Record the three-point temperatures and visual condition on each Purchase Order or IBT for the HACCP record with appropriate rubber stamps. Send all refrigerated and frozen products to cold storage areas A.S.A.P. before 30 minutes.