

Taylor Logistics Inc.

Terms & Conditions for Carriers 2019

Taylor Logistics is a licensed Property Broker from the FMCSA, MC 448473, providing truckload, LTL, and intermodal rail transportation services. The company is not a motor carrier nor an agent of a motor carrier.

1. APPLICABILITY

These Terms & Conditions and agreed upon pricing documents apply to all transportation services (the Services) provided by CARRIER to Taylor Logistics Inc. (hereafter BROKER) and its Shippers. These Terms & Conditions incorporated with the TLI Carrier Broker Agreement and the TLI Rate Confirmation shall constitute the entire agreement between the parties and no other tariff provisions shall apply to the Services provided by CARRIER to BROKER. Performance of any work by CARRIER for BROKER shall constitute acceptance by CARRIER of these Terms & Conditions. BROKER objects to any terms proposed in CARRIER's acknowledgment or other form of acceptance of BROKER's offer to perform services which add to, vary from, or conflict with these Terms & Conditions. Any such terms proposed by CARRIER shall be void and these Terms & Conditions shall constitute the complete and exclusive statement of the terms and conditions between CARRIER and BROKER. These Terms & Conditions may be modified only by a written instrument executed by authorized representatives of both parties.

2. BROKER RESPONSIBILITIES

- a. **BOND:** BROKER shall maintain a surety bond/trust fund as agreed to in the amount of at least \$75,000.00 and on file with the Federal Motor Carrier Safety Administration (FMSCA) in the form and amount not less than that required by that agency's regulations.
- b. BROKER will notify CARRIER immediately if its Federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.

- c. It is intention of the parties that BROKER shall be an independent contractor for all parties involved in the transportation, including the CARRIER and the SHIPPER.

3. CARRIER RESPONSIBILITIES

- a. CARRIER agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required for BROKER and/or SHIPPER. CARRIER will not supply equipment that has been used to transport hazardous wastes, solid or liquid, regardless of whether they meet the definition in 40 C.F.R. §261.1 et. Seq. CARRIER agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing.
- b. **BILLS OF LADING:** CARRIER shall issue a bill of lading in compliance with 49 U.S.C. §80101 et seq., 49 C.F.R. §373.101 (and any amendments thereto), for the property it receives for transportation under this Agreement. Unless otherwise agreed in writing, CARRIER shall become fully responsible for the freight when it receives possession thereof, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to CARRIER, and which responsibility/liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt. Any terms of this Agreement shall be controlled by the terms of this Agreement. Any terms in a tariff that are referenced in a carrier contract which are inconsistent with this Contract shall be subordinate to the terms of this Contract. Failure to issue a bill of lading, or sign a bill of lading acknowledging receipt of the cargo by CARRIER, shall not affect the liability of CARRIER.
- c. Under no circumstance, shall CARRIER execute a bill of lading, or any other document, which represents or holds out BROKER as being responsible for the delivery of freight.
- d. CARRIER agrees that SHIPPER's insertion of BROKER's name as the carrier on a bill of lading shall be for the SHIPPER's convenience only and shall not change BROKER's status as a property broker nor CARRIER's status as a motor carrier.
- e. **INDEMNIFICATION:** CARRIER agrees to indemnify, hold harmless and defend BROKER and SHIPPER from and against any and all claims for loss, damage or injury (including but not limited to reasonable attorney's fees), from and against any lawsuits, actions, and administrative or legal proceedings brought against BROKER, SHIPPER or other persons, or for or on account of any injury received or sustained by any person, including but not limited to employees of CARRIER or its prior written approved carriers, employees and agents of SHIPPER, caused by or arising out of the performance of CARRIER, its employees or approved carriers. BROKER and CARRIER shall not be liable to the other for any claims, actions or damages due to the negligence of the other Party.
- f. CARRIER shall transport property under its own operating authority and maintain, at its sole cost and expense, Commercial Auto Liability Insurance using

the ISO motor carrier policy form or equivalent against liability for injuries to or death of persons and damage to property in an amount of not less than \$1,000,000 Combined Single Limit per occurrence; Full Cargo Liability for loss of or damage to freight in an amount not less than \$100,000 with no exclusions for locked vehicle or unattended vehicles, refrigeration breakdown coverage if warranted and no commodity exclusion for the commodity being hauled ; Commercial General Liability in an amount of \$1,000,000 each occurrence ; Workers Compensation Insurance and any additional insurance required by applicable laws, rules and regulations. Upon BROKER'S request, CARRIER shall furnish a copy of each such insurance policy and written certificate of insurance, from an insurance company with a rating of at least an A- rating from AM Best. Upon request by BROKER, CARRIER shall provide an actual copy of its cargo policy currently in effect along with any exclusions, exemptions, or riders that are not depicted in the governing certificate of insurance.

- g. CARRIER shall be paid the freight charges for the transportation services to be rendered pursuant to the Rate Confirmation. BROKER shall send Rate Confirmation Agreement to CARRIER via facsimile or email before shipment of freight. CARRIER must sign or e-sign and send back facsimile or email to confirm Rate Confirmation. All signatures and transactions rendered via facsimile or email are deemed legal and binding.
- h. CARRIER will be responsible to comply with all applicable DOT Regulations as well as all other federal and state regulations pertaining to the operations of motor carrier.
- i. CARRIER shall be liable for loss, damage, or delay of any shipment, and may face possible monetary charges for shipments not delivering as scheduled, while in the possession or control of CARRIER. CARRIER hereby assumes the liability of no less than that of a common carrier as provided in Section 14706 of Title 49 of the United States Code (the Carmack Amendment) as in effect on the effective date of this agreement. Exclusions in CARRIER insurance coverage shall not exonerate CARRIER from liability. Claims will be filed and resolved in accordance with federal regulations codified at 49 C.F.R. Part 370.
- j. CARRIER shall assume full responsibility for all State and Federal taxes and assessment arising out of the transportation herein required of contract motor carrier.
- k. CARRIER will notify BROKER immediately if its Federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for and reason.
- l. CARRIER does not have an "Unsatisfactory" or "Conditional" safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, and will notify BROKER immediately if its safety rating is changed to "Unsatisfactory" or "Conditional".
- m. CARRIER has investigated, monitors, and agrees to conduct business hereunder based on the credit worthiness of BROKER and is granting BROKER credit terms accordingly.

- n. CARRIER shall expressly waive all rights and remedies under Title 49 USC, Sub Title IV, Part B to the extent that they conflict with this contract.

MISCELLANEOUS

- a. NON-EXCLUSIVE AGREEMENT: CARRIER and BROKER acknowledge and agree that this contract does not bind the respective parties to exclusive services to each other. Either party may enter into similar agreements with other carriers, brokers, or freight forwarders.
- b. NO BACK SOLICITATION: Unless otherwise agreed in writing, CARRIER shall not knowingly solicit freight shipments for a period of 12 months following termination of this agreement for any reason, from any SHIPPER, consignor, consignee or customer of BROKER, when such shipments of SHIPPER were first tendered to CARRIER by BROKER. In the event of breach of this provision, BROKER shall be entitled, for a period of 12 months following delivery of the last shipment transported by CARRIER under this Agreement, to a commission of Ten percent (10%) of the gross transportation revenue (as evidenced by freight bills) received by CARRIER for the transportation of said freight as liquidated damages. Additionally, BROKER may seek injunctive relief and in the event it is successful, CARRIER shall be liable for all costs and expenses incurred, but not limited to, reasonable attorney's fees.
- c. INDEPENDENT CONTRACTORS. The relationship between BROKER and CARRIER shall, at all times, be that of independent contractors. CARRIER and any of its approved carriers or agents shall employ, pay, supervise, direct, discipline, discharge and assume full responsibility for all persons required for the performance of Carrier's duties under this Agreement. Under no circumstances shall CARRIER or any of its approved carriers, agents or employees deemed to be or hold themselves out as employees of BROKER or any SHIPPER.
- d. DOUBLE-BROKERING. CARRIER agrees not to re-broker or co-broker, assign, interline, or provide substituted service for the shipments hereunder tendered to CARRIER by BROKER without the advance express written authorization of BROKER. If authorization is granted, CARRIER agrees not to use an "Unsatisfactory" or "Conditional" rated carrier. Violation of this policy may be grounds for immediate termination of this Agreement. If BROKER becomes aware of such unauthorized re-brokering activity by CARRIER prior to payment of any compensation otherwise due CARRIER, BROKER may withhold payment to CARRIER and may instead pay appropriate compensation to the carrier who actually transported the shipment. BROKER will deem any acceptance of a shipment by CARRIER as a common or contract carrier and subsequent subcontracting of the shipment to any third party as an assignment of the right to be compensated for that shipment to the third party. Upon Broker's payment to delivering carrier, CARRIER shall not be released from any liability to BROKER under this Agreement. CARRIER will be liable for consequential damages (including but not limited to reasonable attorney's fees) for violation of this Paragraph.

- e. **PAYMENT.** The Parties agree that **BROKER** is the sole party responsible for payment of **CARRIER**'s charges. Failure of **BROKER** to collect payment from **SHIPPER** shall not exonerate **BROKER** of its obligation to pay **CARRIER**. **BROKER** agrees to pay **CARRIER**'s invoice within 30 days of receipt of the bill of lading or proof of delivery and other documents if deemed necessary for reimbursement, provided **CARRIER** is not in default under the terms of this Agreement. As **CARRIER** agrees **BROKER** is not an Agent of the **SHIPPER** nor the **CARRIER**, **CARRIER** shall not seek payment from **SHIPPER** if **SHIPPER** can prove payment to **BROKER**.
- f. **WAIVER AND DISCHARGE.** The failure of either Party to enforce any provision of this Agreement shall in no way be construed as a waiver of such provision or the right of either Party to enforce such provision in the future or in any way to affect the validity of this Agreement or an party hereof.
- g. **GOVERNING LAW.** Unless preempted by or controlled by Federal Transportation Laws and Regulations this Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
- h. **INVALIDITY OF PROVISIONS.** If a court of competent jurisdiction declares any provision of this agreement invalid, such decision shall not affect the validity of any remaining provisions, and all remaining provisions of this Agreement shall remain in full force and effect.
- i. The Rate Confirmation shall designate the procedure for billing freight charges.
- j. This contract is binding upon the parties hereto, their successor and assigns, and shall be construed under the law; signatory has authority to bind the corporation or company.
- k. This written agreement shall continue in full force and effect until either party gives the other thirty (30) days prior to written (or in electronic form) notice of termination.

4. ENTIRE AGREEMENT/AMENDMENTS

These Terms & Conditions represents the entire understanding of the parties with respect to the subject matter herein and cannot be amended except in writing signed by both parties. All prior discussions, understandings, negotiations and Agreements regarding the subject matter herein, are merged herein.