

**1. APPLICABILITY.** Unless expressly superseded by a written contract signed by an authorized management-level representative of Star Logistics Solutions, LLC – MC 157677 (“BROKER”) and the shipper, consignor, consignee, or any other entity claiming an interest in goods for which BROKER arranges transportation (“SHIPPER”), these Terms and Conditions, as amended from time to time by BROKER in its sole discretion, shall govern all services provided by BROKER (“Services”), including services provided pursuant to a Rate Confirmation Agreement (“RCA”), regardless of whether this RCA is signed by the parties. Any terms and conditions on any RCA or similar document exchanged between the parties other than these Terms and Conditions, as revised from time to time, shall not apply to any Services and shall not be binding on or applicable to BROKER. Likewise, these Terms and Conditions supersede and replace any oral agreements, promises, representations or understandings. SHIPPER understands and agrees that BROKER functions as an independent entity, and not as a carrier, in selling, negotiating, providing and arranging for transportation for compensation, and that the actual transportation of shipments tendered to BROKER shall be performed by third-party motor carriers (“Servicing Motor Carriers”). BROKER and SHIPPER represent and warrant that their relationship is that of independent contractors and that their respective employees are under their respective exclusive management and control. Nothing in these Terms and Conditions shall be deemed to require BROKER to provide Services upon request of SHIPPER and BROKER reserves the right to accept or decline, in its sole discretion, any particular request for Services.

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

**3. PAYMENT AND CHARGES.** BROKER will charge and SHIPPER will pay the rates and charges set forth in the RCA or as otherwise agreed for services provided by BROKER without offset. SHIPPER agrees to pay BROKER--without offset and within thirty (30) days of receiving the invoice--the principal balance plus interest accruing monthly on any unpaid balance at a rate of the lesser of: (a) one percent (1%) per month, or (2) the maximum interest rate permitted by applicable law. SHIPPER shall also be liable for any expenses, including attorney fees, BROKER incurs in collecting its rates and charges. SHIPPER shall also be responsible for any additional accessorial charges imposed by the Servicing Motor Carrier which were not anticipated by BROKER at the time BROKER arranged services with Servicing Motor Carrier or which were not otherwise included in the rate set forth in the RCA. If any information provided by SHIPPER is inaccurate or incomplete, SHIPPER acknowledges and agrees that agreed upon rates may, in BROKER’s sole discretion, be revised to reflect the goods actually tendered. In no event will BROKER have any responsibility for, and SHIPPER will defend, indemnify, and hold BROKER harmless from and against, and will pay and reimburse, any charges imposed by third parties with respect to use of equipment in which cargo tendered by, to or on behalf of SHIPPER is or has been laden, or for charges assessed with respect to storage or handling of any such equipment, including, but not limited to, charges assessed by steamship lines, rail carriers, rail terminal operators, marine terminal operators or port authorities. Without limiting the generality of the foregoing, BROKER shall have no liability for any such charges arising from or related to port congestion, lack of equipment availability, labor shortages, or other situations impacting port or intermodal transportation operations. BROKER shall have a possessory lien on all cargo, and any proceeds therefrom, in its, or in its Servicing Motor Carrier’s, dominion or control for the payment of any and all amounts due and owing from SHIPPER or with respect to services rendered at the request, or for the benefit of, SHIPPER. In addition, to the extent not prohibited by applicable law, BROKER will have a general lien on any cargo under its, or its Servicing Motor Carrier’s, dominion or control, and any proceeds thereof, for any and all amounts due and owing from SHIPPER or with respect to services rendered at the request, or for the benefit of, SHIPPER, regardless of whether those amounts relate to cargo or proceeds against which the general lien is enforced.

**4. INDEMNIFICATION, WARRANTIES AND LIMITATION OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR ECONOMIC LOSS DAMAGES REGARDLESS OF WHETHER THE PARTY TO BE CHARGED HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF BROKER WITH RESPECT TO ANY CLAIMS OR DAMAGES ARISING FROM OR RELATED TO ANY SERVICES PROVIDED BY BROKER IS THE AMOUNT CHARGED BY BROKER FOR THE SERVICES SPECIFICALLY GIVING RISE TO SUCH CLAIMS OR DAMAGES. SHIPPER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS BROKER FROM AND AGAINST, AND SHALL PAY AND REIMBURSE BROKER FOR, ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, FINES, JUDGMENTS, PENALTIES AND AMOUNTS (INCLUDING REASONABLE ATTORNEY FEES) ARISING FROM OR RELATED TO: (i) BREACH BY SHIPPER OF THESE TERMS AND CONDITIONS; (ii) THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF SHIPPER, ITS AGENTS, CONTRACTORS OR EMPLOYEES; (iii) VIOLATION BY SHIPPER, ITS AGENTS, CONTRACTORS OR EMPLOYEES OF ANY APPLICABLE LAWS, RULE OR REGULATION; OR (iv) SHIPPER’S FAILURE TO PROVIDE, OR BROKER’S OR THE SERVICING MOTOR CARRIER’S COMPLIANCE WITH OR RELIANCE ON, INSTRUCTIONS, DIRECTIONS, OR REQUEST OF SHIPPER. THE FOREGOING NOTWITHSTANDING, SHIPPER’S OBLIGATION TO HOLD HARMLESS, DEFEND, INDEMNIFY, PAY AND REIMBURSE SHALL NOT APPLY TO THE EXTENT ANY CLAIM IS CAUSED BY THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF BROKER. THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. BROKER IS NOT LIABLE FOR THE CONSEQUENCES OF IDENTIFY THEFT OR FRAUDULENT CONDUCT OF THIRD PARTIES, INCLUDING UTILIZING THE SERVICES OF ENTITIES REPRESENTING THEMSELVES TO BE SERVICING MOTOR CARRIERS OR REPRESENTATIVES THEREOF.

**5. SERVICING MOTOR CARRIERS.** BROKER’s sole responsibility with respect to selection and retention of Servicing Motor Carriers is to make reasonable efforts to place SHIPPER’s loads with responsible Servicing Motor Carriers: (i) authorized to perform the services required by SHIPPER; (ii) which such carriers to not hold an “unsatisfactory” or unfit safety rating from the U.S. Department of Transportation; and (iii) that possess all insurance coverages required by applicable law. BROKER will use commercially reasonable efforts to ensure that Servicing Motor Carriers agree to provide service with reasonable dispatch, but makes no express or implied warranties that a suitable Servicing Motor Carrier will be identified, or as to specific pick-up or delivery times.

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

**7. CARGO LOSS, DAMAGE, OR SHORTAGE.** SHIPPER acknowledges that Servicing Motor Carriers may limit their liability for cargo loss, damage or delay. It is SHIPPER's responsibility to ensure product in transit and SHIPPER acknowledges that if SHIPPER wishes to declare excess value higher than the Servicing Motor Carrier's limitation, SHIPPER must notify BROKER of such request in writing at the time of SHIPPER's initial request for services with respect to the shipment at issue and must provide to BROKER the total amount of cargo liability that SHIPPER would like for the Servicing Motor Carrier to assume. BROKER will use reasonable commercial efforts to obtain the agreement of the Servicing Motor Carrier to assume liability up to such amount. SHIPPER acknowledges and agrees that additional charges apply to any such request. BROKER will have no responsibility to do so and it will be SHIPPER's responsibility to do so directly with the Servicing Motor Carrier. BROKER will facilitate claims filing and processing with the Servicing Motor Carrier if SHIPPER submits to BROKER, within six (6) months of the date of delivery, a written claim, fully supported by all relevant documentation, including but not limited to the signed delivery receipt, listing the nature and cause of the claim for cargo damage. BROKER may, in its sole discretion and without liability to SHIPPER, discontinue pursuit of claims with the Servicing Motor Carrier if such claim is not resolved within sixty (60) days of receipt by BROKER or if SHIPPER, in BROKER's sole discretion, fails to cooperate with BROKER in filing of claims with the Servicing Motor Carrier. If SHIPPER desires sealed trailers, SHIPPER is solely responsible for ensuring that a serialized seal is used and that the seal number is clearly and legibly shown on the face of the corresponding bill of lading. The only obligation of the Servicing Motor Carrier with respect to trailer seals is to ensure that the seal is intact upon delivery at the initial stop subsequent to loading. The foregoing notwithstanding, the Servicing Motor Carrier may break the seal while in-transit if, in the opinion of the driver, the load is or may be unsafe, or upon demand of law enforcement. SHIPPER acknowledges and agrees that failure or alleged failure by the Servicing Motor Carrier to comply with shipment handling instructions, or a broken trailer seal, shall not, in and of itself, result in any presumption that food has been adulterated, contaminated, or otherwise rendered unfit for its intended purpose, nor otherwise be grounds for rejection of a shipment or filing of a claim for cargo loss and damage without proof of actual loss or damage. BROKER shall have no liability for cargo loss, damage, shortage, or delay except to the extent such claims are caused by BROKER's negligent acts or omissions, in which case, BROKER's sole liability shall be limited to the charges assessed by BROKER and paid by SHIPPER with respect to the goods at issue. SHIPPER is responsible for filing a claim with BROKER alleging BROKER's liability for cargo loss and damage within six (6) months of the date of delivery of the cargo in question (or, if none, within six (6) months of the date cargo should have been delivered). Failure to do so will result in an absolute bar to any such claim and will relieve BROKER of any and all liability with respect thereto. In no event will BROKER have any liability arising from or related to the Servicing Motor Carrier's refusal to accept full value liability or the Servicing Motor Carrier otherwise limiting its liability for cargo loss and damage. BROKER shall be under no obligation to arrange, and Servicing Motor Carrier shall be under no obligation to provide, service in accordance with any set pick-up or delivery schedule; BROKER's sole obligation is to arrange for Servicing Motor Carriers to provide services with reasonable dispatch. Any lawsuit arising from such claim must be commenced within eighteen (18) months of denial of all or any part of such claim. SHIPPER acknowledges and agrees that the sole liability of BROKER arising from or related to loss, damage, shortage or delay to cargo shall be as set forth in this provision and SHIPPER warrants and represents that if it is not the owner of such cargo, SHIPPER holds authority from such owner to bind the owner to the provisions of these Terms and Conditions.

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

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

**10. SERVICES BY RAIL.** Notwithstanding provisions of Terms and Conditions to the contrary, in the event, whether upon request of SHIPPER or in BROKER's discretion, any portion of the underlying transportation is performed by a rail carrier ("Rail Carrier"), SHIPPER acknowledges and agrees that the Rail Carrier services, including, but not limited to, charges, liability (including limitations) for loss or damage to cargo, and terms and conditions of services are governed by tariffs, circulars or similar documents maintained by the Rail Carrier or other third party logistics provider arranging such Rail Carrier services (the "Rail Conditions"). SHIPPER acknowledges and agrees that BROKER shall not be deemed as a shipper or beneficial cargo owner for purposes of application of the Rail Conditions. SHIPPER shall be solely responsible for proper packing of any and all shipments. Furthermore, with respect to cargo to be tendered to a Rail Carrier, SHIPPER will be solely responsible for blocking and bracing all such cargo in accordance with the Rail Conditions, as well as in accordance with industry standards (including, but not limited to, those imposed by the American Association of Railroads via Circular 43, Rules Governing the Loading, Blocking and Bracing of Freight in Closed Trailers and Containers for TOFC/COFC Service), and shall further be responsible for compliance with any and all obligations or charges imposed by the Rail Carrier with respect to tender of cargo for rail and/or intermodal transportation, including but not limited to any and all charges for accessorial services imposed by Rail Carriers whether or not included in the initial rates agreed upon by the parties.

**11. DISPUTE RESOLUTION.** To the extent not otherwise governed by federal law, the parties' relationship and these Terms and Conditions shall be governed and controlled by the laws of the State of Tennessee (without reference to conflict of laws provisions). The exclusive forum for any litigation between the parties arising out of or relating to the Services or to this RCA shall be state or federal courts in Hamilton County, Tennessee (the "Forum Courts") and each party specifically submit to the exclusive personal jurisdiction of such courts and waives any objections to jurisdiction or venue in such courts. However, nothing shall prevent enforcement of Forum Courts' judgments or orders in another jurisdiction.