

## BROKERAGE TERMS AND CONDITIONS LESS-THAN-TRUCKLOAD

1. **APPLICABILITY.** SHIPPER hereby acknowledges that Landair Logistics, LLC d/b/a Covenant Logistics – MC310118 ("BROKER") is a duly licensed property broker, as defined by 49 U.S.C. §13102(2), for the purpose of arranging for the transport of shipments by licensed motor carriers in interstate and foreign commerce and receiving and transmitting the payment of freight charges to such carriers for the benefit of the customer, shipper, consignor, consignee, or any other entity claiming an interest in the goods ("SHIPPER") pursuant to 49 C.F.R. Part 371. Notwithstanding any use of BROKER's name on a bill of lading or other shipping document, in no event shall such use alter BROKER's status as a property broker. By tendering shipments to BROKER, SHIPPER hereby agrees to these Brokerage Terms and Conditions, and consents to the use of third-party motor carriers ("Carriers") who agree by written contract with BROKER to transport SHIPPER's less-than-truckload freight and acknowledges that any such Carrier is solely responsible for its personnel, equipment and operations, including the obligations for SHIPPER's cargo.

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 Carrier. Any 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 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 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 properly packaged to ensure safe and sanitary transportation without the need for any specialized handling by the Carrier. SHIPPER acknowledges and agrees that BROKER's sole obligation with respect to food handling and food safety is to pass through to the Carrier instructions contained in a Food Handling Notice.

3. **RATES AND CHARGES.** BROKER quoted rates are estimates based on shipment information supplied by SHIPPER, including weight, dimensions, NMFC classification, origin, destination, and service requirements. The Carrier's accessorial charges, if any, shall apply and will be invoiced by BROKER post-shipment, including, but not limited to, reweighs, reclasses, detention, liftgate service, residential or limited access delivery, redelivery, storage, and corrective actions required due to inaccurate or incomplete shipment information. SHIPPER acknowledges that final charges are subject to Carrier adjustments and governed by the Carrier's tariff.

4. **BILLING AND PAYMENT.** BROKER will bill and SHIPPER will pay without offset the rates and charges as agreed for Services provided by BROKER within thirty (30) days of receipt of BROKER's invoice. SHIPPER shall also be responsible for any additional accessorial charges imposed by the Carrier which were not anticipated by BROKER at the time BROKER arranged Services with Carrier or which were not otherwise included in the rate. If any information provided by SHIPPER is inaccurate or incomplete, SHIPPER acknowledges and agrees that quoted rates, in BROKER's sole and reasonable discretion, may be revised to reflect the goods tendered.

5. **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 BROKERAGE 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 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 CARRIERS OR REPRESENTATIVES THEREOF.

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

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

8. **CARGO LOSS, DAMAGE, DELAY OR SHORTAGE.** SHIPPER acknowledges that Carriers may limit liability for cargo loss, damage, delay, or shortage. All tendered shipments are subject to the Carrier's published tariffs, rules, classifications, and limitations of liability. SHIPPER is responsible for requesting and reviewing applicable carrier tariffs. BROKER has no obligation to provide carrier tariffs. All cargo claims must be filed directly with the Carrier in accordance with the Carrier's tariff and applicable law. SHIPPER acknowledges that damage or loss claims do not relieve payment obligations. Notification of damages or shortages should be communicated within 24 hours. To the fullest extent permitted by law, BROKER's liability, if any, is strictly limited to the brokerage fees earned by BROKER for the subject shipment. BROKER shall not be liable for loss, damage, delay, shortage, or non-delivery of freight. In no event shall BROKER be liable for indirect, incidental, special, or consequential damages arising out of performance of the Services.

9. **SHIPPING DOCUMENTS.** The BROKER form of bill of lading must be utilized on all less-than-truckload shipments. SHIPPER's use of an unauthorized, altered, or non-approved bill of lading may result in rate avoidance, re-rating, or additional charges. In no event shall the terms or conditions of any such bill of lading or other document used by SHIPPER and the Carrier apply to BROKER's Services or otherwise be binding on BROKER.

10. **DISPUTE RESOLUTION.** To the extent not otherwise governed by federal law, the parties' relationship and these Brokerage 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.