



Terms and Conditions

1. **Applicability.** Unless expressly superseded by a written contract signed by an officer of Lineage Transportation, LLC ("BROKER") these Terms and Conditions, as amended from time to time ("T&Cs"), shall govern motor carrier service ("Services") provided by any motor carrier ("Carrier") performing motor carrier services at the request of BROKER including, but not limited to, the motor carrier identified, pursuant to a Load Confirmation making reference to these T&Cs. Any terms and conditions in any tariff, or on any transactional or shipment-specific document, including, but not limited to, any bill of lading, dock receipt or similar documentation exchanged between the parties other than a Load Confirmation and these T&Cs shall not apply to any Services and shall not be binding on or applicable to BROKER. BROKER and Carrier represent and warrant that their relationship is that of independent contractors. Carrier is responsible for the acts or omissions of any and all personnel providing or engaged to provide the Services. Carrier acknowledges and agrees that all Services will be performed using motor vehicle equipment operating pursuant to Carrier's for-hire motor carrier authority and that in no event will Carrier subcontract, broker, interline, interchange or otherwise allow any third-party to transport any cargo or equipment tendered to Carrier hereunder. In the event of any violation of this prohibition, without limiting any other rights or remedies of BROKER under these T&Cs, Carrier assumes responsibility for the acts and omissions of the delivering carrier as is taken by Carrier, and Carrier waives any and all right to payment with respect to the services in question.

2. **Authorization and Compliance.** BROKER is authorized to tender the cargo in question to Carrier for transportation. Carrier warrants and represents that it, and that any personnel used by Carrier in the performance of Services, at all times while Services are performed, holds any and all licenses, permits, authorizations and other qualifications necessary to perform the Services in accordance with all applicable laws, rules and regulations ("Applicable Law"). All of Carrier's services will be performed in accordance with Applicable Law. Without limiting the foregoing: (i) Carrier shall review the California Air Resources Board ("CARB") Heavy-Duty Vehicle Greenhouse Gas Emission Reduction Regulations and Airborne Toxic Control Measures (collectively hereinafter "ATCM") for Transportation Refrigeration Units ("TRU"). Carrier represents and warrants that: (i) All refrigerated equipment, operated within California is in full compliance with CARB's ATCM for TRUs; and (ii) Carrier acknowledges and agrees that it is aware of the Truck and Bus Regulation (13 California Code of Regulations Sec. 2025) and ensure that any tractor operating in California is equipped with a compliant engine (including an engine retrofitted to meet current Particular Matter Best Available Control Technology ("PM BACT")); and (iii) Carrier will abide by all handling instructions provided by BROKER's customer (including those provided by BROKER at request of customer) and if refrigerated service has been requested, or if a reasonable person would understand the services to require controlled temperature transport, Carrier will ensure that the trailer is pre-cooled to the required temperature at the time of loading, shall ensure that the trailer remains within established temperature ranges at all times while in transit, including, and shall maintain records, in the form of downloadable temperature reports, documenting such

temperature for at least twelve (12) months from the date of delivery. Carrier acknowledges and agrees that if Carrier fails to abide by shipment handling instructions, or if delivery is made without the original trailer seal, the consignee may reject the load as a total loss, and Carrier will be liable for the cargo in accordance with Section 4 of these T&Cs. Carrier will provide equipment that is clean, dry, free of harmful or offensive odors, and that has never been used to transport any waste, garbage or refuse. To the extent allowable under Applicable Law, Carrier hereby waives its right to obtain copies of BROKER's records as provided for under 49 C.F.R. Part 371.

3. **Rates and Payments.** Carrier will charge and BROKER will pay the rates and charges set forth in a Load Confirmation, which charges shall constitute the entire compensation due to Carrier. Payment will be made within thirty (30) days of receipt by BROKER of Carrier's freight bill which must be supported by the original proof of delivery. Carrier waives any right to collect its charges with respect to services covered by these T&Cs from any party other than BROKER. The freight bill should be remitted to the address shown on the Load Confirmation. BROKER may withhold any amounts owed by Carrier to BROKER. In no event will Carrier have any lien on any cargo tendered by BROKER or its Customer or otherwise withhold delivery of such cargo.

4. **Cargo Loss and Damage.** Carrier shall have the sole and exclusive care, custody and control of the cargo tendered hereunder from the time it is delivered to Carrier for transportation until delivery to the consignee accompanied by the appropriate receipts. Carrier will be liable for cargo loss, damage or delay as a "carrier" pursuant to the Carmack Amendment as currently codified at 49 U.S.C. § 14706, which liability shall be for the full value of the commodities involved. No limitation of liability shall apply to such liability. Carrier will provide at least nine (9) months from the date of delivery or the date delivery should have occurred, if none, for the claimant to file a claim for cargo loss, damage or delay, and at least two (2) years from the date of complete denial of the claim during which the claimant is entitled to commence legal action. Carrier waives any right to salvage any cargo as well as any right to offset salvage value from its liability. CARRIER will comply with all load handling instructions provided by BROKER, the consignor or the consignee. Carrier agrees that food that has been transported or offered for transport under conditions that are not in compliance with the load handling instructions, as provided to Carrier, may be considered "adulterated" within the meaning of the Federal Food, Drug and Cosmetic Act, 21 U.S.C § 342(i), and its implementing regulations. Carrier understands and agrees that adulterated shipments may be refused by the consignee or receiver upon their delivery. Carrier shall bear sole risk of rejection of cargo arising from or related to broken, missing, or unreadable, seals or failure to comply with load handling instructions, including, but not limited to, any inability to show that food was maintained at all times within permitted temperature ranges. Should BROKER or its Customer incur costs to collect amounts owed by Carrier pursuant to this article, in addition to any other amounts owed by Carrier hereunder, Carrier will be liable to reimburse any and all such costs including, but not limited to, reasonable attorney fees.

5. **Insurance.** While performing services, unless greater amounts are required by law, Carrier shall maintain automobile liability and commercial general liability insurance each with limits of not less than \$1,000,000 per occurrence, workers'

compensation insurance as required by law, and motor truck cargo insurance with limits of not less than \$150,000 per occurrence which insurance shall contain no conditions to or exclusions from coverage likely to result in denial of claims arising from services to be provided hereunder. Carrier shall provide copies of any insurance policy required hereunder upon request.

6. **Indemnification.** CARRIER SHALL DEFEND, INDEMNIFY, AND HOLD BROKER AND ITS CUSTOMER, AND EACH OF THEIR AFFILIATED ENTITIES HARMLESS FROM AND AGAINST, AND SHALL PAY AND REIMBURSE, ALL DIRECT OR INDIRECT LOSS, LIABILITY, DAMAGE, CLAIM, FINE, COST OR EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR IN ANY WAY RELATED TO THE PERFORMANCE OF, OR FAILURE TO PERFORM, CARRIER'S SERVICES, OR BREACH OF THESE T&Cs BY CARRIER, ITS EMPLOYEES OR INDEPENDENT CONTRACTORS WORKING FOR CARRIER (COLLECTIVELY, THE "CLAIMS"), PROVIDED, HOWEVER, THAT CARRIER'S INDEMNIFICATION AND HOLD HARMLESS OBLIGATIONS UNDER THIS PARAGRAPH WILL NOT APPLY TO THE PRORATED EXTENT THAT ANY CLAIM IS DETERMINED BY A COURT OF APPROPRIATE JURISDICTION TO HAVE BEEN DIRECTLY AND PROXIMATELY CAUSED BY THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF THE PARTY TO BE DEFENDED, INDEMNIFIED OR HELD HARMLESS. CARRIER HEREBY EXPRESSLY WAIVES ANY EXCLUSIVE REMEDY DEFENSE, INCLUDING, BUT NOT LIMITED TO, THOSE AVAILABLE UNDER ANY WORKERS' COMPENSATION OR OTHER OCCUPATIONAL ACCIDENT STATUTORY REGIME, TO THE EXTENT NECESSARY TO EFFECTUATE CARRIER'S OBLIGATIONS UNDER THIS PROVISION.

7. **Dispute Resolution.** This Agreement, and disputes hereunder, are subject to federal transportation law to the extent relevant and otherwise, to the laws of the state of California without regard to the choice of law rules thereof. Each party hereto (a) agrees that any suit, action, or other legal proceeding arising out of or relating to these T&Cs may be brought in any court of competent subject matter jurisdiction serving Los Angeles, California; (b) consents to the exclusive jurisdiction of such courts in any such suit, action, or proceeding arising from or related to this Agreement or the relationship of the parties; and (c) waives any objection which it may have to the laying of venue of any such suit, or proceeding in any of such courts. BROKER's Customer is an intended third-party beneficiary of these T&Cs. BROKER and Carrier expressly waive any and all rights and remedies allowed under 49 U.S.C. § 14101 to the extent that such rights and remedies conflict with these T&Cs.

8. **Battle of Forms.** The parties have agreed, and it is their intent that the battle of the forms section of §2-207 of the Uniform Commercial Code shall not apply to these Terms and Conditions or to any document of either party relating to these Terms and Conditions. It is the parties' intent that these Terms and Conditions shall exclusively control the relationship of the parties, and in the event of any inconsistency between these Terms and Conditions and any invoice, acceptance form, bill of lading or other document sent by either party, these Terms and Conditions shall control.