

# **Route Transportation & Logistics, Inc.**

## **Terms and Conditions**

Updated 8/18/2022

### **Section 1. Scope and Carrier Services.**

(a) This Agreement ("Agreement") applies to the performance of transportation and related services by the motor carrier named on the Signed Agreement Affidavit ("Affidavit") on the online portal MyCarrierPackets.com ("Carrier") for Route Transportation & Logistics, Inc. ("Broker") and its shipper customers of such property tendered to Carrier as Broker may from time to time require. Broker and Carrier shall be referred to collectively as the "Parties" and individually as a "Party." Carrier acknowledges Broker has been delegated working control over each shipment of property as an intermediary of the shippers for the purpose of arranging for the transportation services of Carrier. Broker is acting for its shipper customers for the selection of motor carriers and receiving, processing and paying the freight bills submitted for the transportation and related services rendered to the shippers pursuant to this Agreement. The transportation arrangements for each shipment, such as scheduling, routing, pick up, transport and delivery, shall be made exclusively between Carrier and Broker in accordance with the shipper customer's requirements.

(b) Carrier agrees to pick up, transport and deliver property under its own operating authority and subject to the terms of this Agreement. Carrier further agrees it is legally bound to safely deliver each shipment. Carrier agrees to perform services in compliance with all applicable laws, including all applicable laws and regulations related to the transportation of hazardous materials. Carrier shall not double broker, re-broker, assign or interline any shipment tendered by Broker to another carrier. Carrier acknowledges the foregoing prohibition is necessary to ensure Broker of the authority, safety and insured status of all motor carriers transporting shipments brokered by Broker. If Carrier breaches this prohibition, Broker shall be relieved of all responsibility for compensating Carrier for the shipment and Carrier agrees to reimburse and indemnify Broker for all costs, liabilities and expenses incurred by Broker as a result of Carrier's breach of this prohibition, including incidental or consequential damages.

### **Section 2. Carrier Requirements.**

(a) Carrier shall comply with all applicable federal, state and local laws relating to the provision of its services under this Agreement, including but not limited to: (i) the transportation of hazardous materials (including the licensing and training of drivers), as defined in any federal law (including 49 C.F.R. Parts 172.800, 173, and 397, et seq.) to the extent any shipments constitute hazardous materials; (ii) all security regulations; (iii) all owner/operator lease regulations; (iv) all loading and securement of freight regulations; (v) all implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances and hours of service regulations; (vi) all sanitation, temperature and contamination requirements for transporting food, perishable and other products; (vii) all qualification, licensing and training of drivers; (viii) the implementation and maintenance of all equipment safety regulations; and (ix) the maintenance and control of all the means and methods of transportation including but not limited to, the performance of its drivers.

(b) Carrier will promptly notify Broker immediately if: (i) Carrier's federal operating authority or applicable state authorization is revoked, suspended or rendered inactive for any reason; (ii) any substantial part of Carrier's operating assets are sold; (iii) there is a change in the ownership or control of Carrier; or (iv) any insurance required under this Agreement is threatened to be or is limited, terminated, suspended or revoked for any reason.

(c) Unless otherwise designated by Broker, Carrier shall submit to Broker invoices for all services performed under this Agreement within 15 days of delivery of a shipment. Any additional rebilling or assessment of charges must be submitted to Broker within 30 days of delivery. Carrier authorizes Broker to invoice Carrier's freight charges to each shipper, receiver, consignee, consignor. Carrier is prohibited from invoicing the shipper, receiver, consignor or consignee for transportation charges for any shipment.

(d) The Parties expressly agree that no motor carrier tariff or service guide of Carrier, or any reissue, supplement or incorporation by reference of any other tariff, is or will be applicable to any of the services performed by Carrier, unless specifically agreed to in writing and signed by both Parties.

(e) Carrier assumes all liability for payment of applicable taxes.

(f) Carrier shall provide the necessary equipment and qualified personnel for the performance of the transportation services required for Broker's shipper customer. Carrier will not supply equipment that has been used to transport hazardous materials (solid or liquid) regardless of whether they meet the definition of 40 C.F.R. Part 261.1, et seq.

(g) Each shipment will be transported and delivered with reasonable dispatch, or as otherwise set forth on the Rate Confirmation.

(h) Each shipment shall be deemed to have been tendered to Carrier on a straight bill of lading, in the form used by Broker or its shipper customer. The terms, conditions and provisions of such bill of lading shall be subject and subordinate to the terms, provisions and conditions of this Agreement. In the event of a conflict or inconsistency between the terms, conditions, and provisions of such bill of lading and this Agreement, the terms, conditions and provisions of this Agreement shall govern. In addition, any provisions in any bill of lading purporting to make the underlying transportation subject to the terms of any of Carrier's tariffs, schedules, service guides or other similar documents are specifically made inapplicable. The 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 or Carrier's status as a motor carrier.

**Section 3. Reefer Cargo.** For shipments containing perishable goods, Carrier warrants it will inspect, or hire a service representative to inspect, the vehicle's refrigeration or heating unit as reasonably necessary or as required by law. Carrier must provide copies of inspection records to Broker upon Broker's request. Carrier warrants it will maintain adequate fuel levels for the refrigeration or heating unit and assumes full liability for claims and expenses incurred by Broker or the shipper for failure to do so.

**Section 4. Safety Fitness Rating.** Carrier agrees to maintain an FMCSA safety fitness rating of "Satisfactory" or "Unrated," for the duration of this Agreement. Any change in Carrier's safety fitness rating requires immediate written notification to Broker. If Carrier's rating becomes "Conditional" or "Unsatisfactory," Broker may terminate this Agreement upon written notice to Carrier.

**Section 5. Tracking and Tracing.** Carrier shall maintain a system of communication whereby Broker is advised at least once a day of the location of a shipment in transit and any circumstances which might prevent Carrier from accomplishing timely and safe delivery.

**Section 6. Risk on Unattended Delivery or Pick Up.** Carrier shall be responsible for goods picked up and delivered to any location where there is no appointed representative of Broker or consignee present.

**Section 7. Load Tender and Rate Confirmation.** Each shipment to be transported under this Agreement will be offered to and accepted by Carrier in accordance with the pricing quote and terms and conditions of a load tender ("Load Tender") via Broker's transportation management system. Upon Carrier's acceptance of the Load Tender, Broker will issue to Carrier a Rate and Load Confirmation ("Rate Confirmation") setting forth applicable shipment-specific information, including the rates and charges agreed to between Broker and Carrier in the Load Tender ("Agreed Rate") and the shipper customer's requirements for pick up and delivery. Carrier agrees to pick up, transport and deliver goods in accordance with the dates set forth on the Rate Confirmation. Carrier shall comply with any policies, codes of conduct, and specific trailer seal standards required by Broker's shipper customer as stated on the Rate Confirmation. Carrier also shall provide and meet the equipment requirements (if any) set forth by Broker's shipper customer on the Rate Confirmation. All of Carrier's trailer equipment shall be in compliance with law, roadworthy and in good operating condition. Broker's shipper customer has the right to reject any equipment without cost if the shipper customer deems it unsuitable for the transportation of the shipper customer's goods.

**Section 8. Agreed Rate.** Broker shall pay Carrier compensation for services rendered in accordance with the Agreed Rate, as accepted by Carrier on the Load Tender and set forth on the Rate Confirmation. If Carrier disputes the accuracy of the Agreed Rate, Carrier must notify Broker prior to dispatching Carrier's driver. Once Carrier's driver is dispatched, the Agreed Rate set forth on the Rate Confirmation shall become applicable to the shipment. Rates or charges, including but not limited to stop offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, released rates or values, or tariff rules or circulars, shall only be valid when specifically agreed to by Broker and Carrier and reflected on the Rate Confirmation.

**Section 9. Payment of Charges.**

(a) Carrier agrees to the TriumphPay ("TriumphPay") payment plan terms and conditions selected by Carrier via the MyCarrierPackets.com portal and agrees such terms and conditions will apply on all invoices, unless a written or email request is submitted and Broker is provided a reasonable amount of time to implement such change. Changes to Carrier's account within TriumphPay will be reflected within a reasonable update period.

(b) TriumphPay is a product of Advance Business Capital, an operating subsidiary of TBK Bank, SSB (Member FDIC). TBK Bank, SSB is a subsidiary of Triumph Bancorp, Inc. (Nasdaq: TBK), a financial holding company with a diversified line of community banking and commercial activities, including TriumphPay. Carrier authorizes Broker to make payment to Carrier via TriumphPay following the completion of services and fulfillment of any and all obligations by Carrier in accordance with this Agreement. By selecting the corresponding payment option via the online MyCarrierPackets.com portal, Carrier agrees to the following: (i) Standard 28 Day – No charge; or (ii) Quick Pay 4 Day – 2.50% charge.

(c) The Quick Pay option is only available for shipments delivered successfully on-time, along with a clean proof of delivery. Any shipment lost or damaged while in Carrier's care, custody, or control, will be subject to non-payment until resolution of the shipper's claim. Broker reserves the right to put Carrier back to the Standard 28 Day payment terms if the shipment is lost or damaged while in Carrier's care, custody, or control.

(d) Broker shall pay the Agreed Rate, subject to: (i) Carrier's performance under the terms of this Agreement; (ii) any offset resulting from loss or damage to the goods; or (iii) any deductions otherwise described in this Agreement.

(e) The Agreed Rate is due from Broker 28 days from receipt of Carrier's invoice and the signed bill of lading, unless Carrier has elected the Quick Pay option.

(f) Broker shall be allowed to offset from any such freight charges any amount Carrier owed to Broker or Broker's shipper customer.

(g) Broker does not offer fuel advances to drivers or Comchecks for payment.

(h) Broker reserves the right to stop payment if Carrier engages in "double brokering" of any shipment.

#### **Section 10. Cargo Liability.**

(a) Carrier assumes liability for loss, theft, delay, damage or destruction of any and all property transported pursuant to this Agreement while the property is under Carrier's care, custody or control. Carrier's liability shall be determined in accordance with 49 U.S.C. § 14706 (Carmack liability), notwithstanding any released valuation or limitation of liability provision contained on any bill of lading. Carrier's liability for loss or damage to any property shall begin at the time the property is received by Carrier and a receipt or bill of lading is issued at the point of origin, and shall continue until the property is delivered to the designated consignee and the receipt or bill of lading is signed by the consignee at the point of destination.

(b) The filing, processing and disposition of claims for loss or damage to cargo shall be governed by 49 C.F.R. Part 370. Any claim for freight loss or damage may be filed by Broker on behalf of its shipper customer or by the shipper directly with Carrier. All cargo claims shall be administered by Carrier with no recourse to Broker.

(c) The measure of damages in a claim for loss, damage or delay is the Actual Value of the goods which are lost, damaged or delayed. "Actual Value" means the invoice price of the subject goods, including associated transportation charges relating to the shipment.

(d) When a shipment is refused by the consignee, or Carrier is unable to deliver it for any reason, Carrier's liability as a warehouseman shall not begin until Carrier has placed the property in a public warehouse or other storage facility under reasonable security.

(e) Carrier's liability may not be limited by any provision purporting to limit Carrier's liability, including without limitation, any bill of lading or common carrier tariff, schedule, service guide or similar document issued by or on behalf of Carrier. If any terms or conditions contained on any applicable bill of lading, tariff, schedule, service guide or other similar document are in conflict or inconsistent with the terms of this Agreement, then the terms, conditions and provisions of this Agreement shall govern.

#### **Section 11. Insurance.**

(a) Carrier shall provide and maintain in force during the term of this Agreement, at the sole expense of Carrier, the following minimum insurance: (i) commercial general liability insurance with a minimum amount of \$1,000,000 per occurrence; (ii) auto liability insurance, including hired, scheduled and non-owned vehicles, property damage, and personal injury liability with a minimum limit of \$1,000,000 per occurrence; (iii) employer's liability insurance of at least \$1,000,000; (iv) workers' compensation as required by all applicable workers' compensation laws; and (v) all risk cargo insurance with a minimum of \$100,000 per occurrence.

(b) Broker shall have the full benefit of any insurance Carrier may have in effect for any loss of life, personal injury, or shortage, loss or damage to property arising directly or indirectly from Carrier providing transportation services, so far as this shall not void policies or contracts of insurance.

(c) The policies described above in Section 11(a)(i), (ii) and (iii) shall name Broker and its shipper customer as additional insureds. The cargo liability policy shall name Broker's shipper customers as loss payees. Carrier's insurance shall provide a waiver of subrogation in favor of Broker and the shipper customers.

(d) In fulfillment of the requirements of this Section 11, Carrier must use insurance providers that are duly qualified and authorized under applicable law. Carrier's insurance providers must be reasonably acceptable to Broker.

(e) Carrier shall cause and instruct its insurance company or agent to provide a certificate(s) of insurance to Assure Assist Inc., 543 Country Club Dr. Unit B338, Simi Valley, CA 93065. Certificates of insurance are to be emailed by the insurance company or insurance agent to COI@assureassist.com or faxed to (818) 401-0585, or by any other means instructed by Assure Assist.

(f) Carrier shall provide written notice to Broker at least 30 days prior to the cancellation or reduction of any of the policies listed in Section 11(a). Copies of all notices of insurance cancellation or reduction shall be promptly forwarded to Assure Assist.

(g) Nothing in this Agreement shall be construed to limit or avoid Carrier's liability due to any exclusion, restriction, or deductible in any insurance policy.

**Section 12. Indemnification.** Except to the extent caused by the negligence or intentional acts or omissions of Broker or its shipper customer, Carrier shall indemnify, defend and hold harmless Broker and its shipper customer from and against any and all loss, damage, cost, expense, liability or claim including reasonable attorneys' fees and other costs of defense, caused by, arising from or incident to the services provided by Carrier pursuant to this Agreement, including: (a) personal injury or death of persons (including without limitation, employees of Broker and its customers); (b) damage, destruction or conversion of the property of any person, theft, defalcation or embezzlement by Carrier or its employees; (c) Carrier's failure to comply with any State and federal laws, rules or regulations; or (d) any claim arising out of or relating to Carrier's failure to comply with any term or condition of this Agreement. The provisions of this Section shall survive the termination of this Agreement.

**Section 13. Filing of Claims and Suits.**

(a) As a condition precedent to recovery, any claim by Carrier against Broker arising out of or relating to this Agreement must be made in writing and delivered to Broker at least 30 days prior to the filing of any suit.

(b) This Agreement, and any disputes arising thereunder, shall be interpreted and enforced in accordance with the laws of the State of Florida and applicable federal law. Any suit by Carrier arising out of or relating to this Agreement, including the recovery of shipping charges, must be filed in Manatee County, Florida. **EACH PARTY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL IN ANY PROCEEDING ARISING UNDER OR RELATING TO THIS AGREEMENT.**

**Section 14. Processing Insurance Claims.** Carrier agrees to reasonably cooperate with Broker and to take whatever actions are reasonably necessary to handle, file, process, adjust or present any claim for loss or damage to Carrier's insurer to further handle, process, and present any and all claims necessary in accordance with federal law.

**Section 15. No Liens.** Carrier shall not have any right, title, interest, ownership or claim in the property tendered for transportation under this Agreement. Carrier shall not in any way encumber or otherwise impair a shipper's right to possession of such property, including but not limited to, asserting any lien or withholding any goods on account of any dispute arising under this Agreement. Carrier shall not possess and expressly waives, disclaims and releases any lien, whether statutory or otherwise, security interest or encumbrance of any kind or nature whatsoever with respect to any property, or any portion thereof, transported under this Agreement.

**Section 16. Independent Contractor Relationship.** The relationship between Broker and Carrier shall at all times be that of an independent contractor. Carrier acknowledges the performance of services contemplated by this Agreement creates no relationship of joint venture, partnership, limited partnership, agency or employer-employee between Carrier and Broker, and Carrier acknowledges that no other facts or relations exist which would create any such relationship with Broker. Broker shall be the

agent for Carrier for the invoicing and collection of charges from the shipper, owner, receiver, consignor or consignee. Carrier acknowledges no right of authority to assume or to create any obligation or responsibility on behalf of Broker or its customers, except as provided by written agreement acknowledged by Broker.

**Section 17. Nonexclusive Agreement.** This Agreement is nonexclusive. Broker's demand for motor carrier services may fluctuate from year to year and during certain times. Carrier and Broker agree there are no minimum shipments Broker guarantees to provide to Carrier.

**Section 18. Term and Termination of Agreement.** This Agreement shall be effective as of the "Effective Date" and shall remain in effect until such time as either Party terminates this Agreement. Either Party shall have the right to terminate this Agreement by giving at least 30 days' prior written notice to the other Party. To terminate the Agreement, notice shall be delivered to the Party at the address of record as indicated on the MyCarrierPackets.com. portal.

**Section 19. Restriction Regarding Solicitation.** Carrier understands and agrees Broker has put forth substantial effort and investment to develop its accounts and to secure the goodwill of its customers. As part of the consideration of this Agreement, during the term of this Agreement, and for a period of one year after the termination of this Agreement for any reason, with or without cause, Carrier shall not directly or indirectly, solicit, accept orders or requests for services or otherwise perform any transportation or brokerage services for any Customer of Broker, without Broker's prior written consent. For purposes of this provision, "Customer" means any shipper, consignor, consignee or receiver of Broker, or any other similar party, for whom Carrier has performed motor carrier transportation services for, as part of, or as a result of, this Agreement. Unless Carrier is given prior written authorization from Broker, Carrier agrees to pay Broker a commission of ten percent (10%) of all revenues billed per shipment moved in violation of any of the foregoing, and such commission shall be due and payable within ten (10) days after Carrier's billing date to the Customer.

**Section 20. Assignment, Amendments and Modifications.** This Agreement cannot be assigned by Carrier without Broker's prior written consent, which consent will not be unreasonably withheld. This Agreement is subject to modification, amendment or supplementation from time to time, to conform with Broker's most recent Terms and Conditions as published by Broker at <https://routemyfreight.com/carriers/> and in effect at the time of Carrier's acceptance of the Load Tender. By accepting a Load Tender, Carrier agrees to be bound by the Terms and Conditions.

**Section 21. Confidentiality.** Carrier shall not disclose any of the terms of this Agreement to any third-party (including owner, shipper, consignor, and consignee) unless the disclosure is required by law or is specifically authorized by Broker in writing. In addition to confidential information protected by law, statutory or otherwise, including but not limited to freight and brokerage rates, amounts received for brokerage services, Carrier shall treat the amount of freight charges collected, freight volume requirements, customer information, customer shipping and other requirements, as confidential, and shall not be disclosed or used for any reason without the prior written consent of Broker. In the event of a violation of this confidentiality provision, Carrier agrees that any remedy at law, including monetary damages, will be inadequate to protect Broker's interests and Broker shall be entitled, in addition to any

other remedy it may have, to an injunction restraining Carrier from any further violation of this Agreement.

**Section 22. Entire Agreement.** This Agreement shall supersede all earlier agreements between the Parties relating to the subject matter of this Agreement. This Agreement, together with each Load Tender, Rate Confirmation and Broker's website Terms and Conditions, constitutes the entire agreement of the Parties relating to the subject matter. To the extent the provisions in the Terms and Conditions differ from the provisions in this Agreement, the Terms and Conditions shall govern. No agreements, representations or warranties other than those in this Agreement, shall be binding, unless made in writing and signed by both Broker and Carrier. No agent or employee of Broker shall have any authority to waive any Agreement provision.

**Section 23. No Waiver.** Broker's failure to exercise any remedy or right, or its delay to exercise any remedy or right, shall not operate as a waiver thereof.

**Section 24. Attorney's Fees.** Should either Party sue or arbitrate disputes arising from this Agreement, the prevailing Party shall be entitled to recover the expert fees, collection costs, attorney's fees and court or arbitration costs, including fees and costs incurred on appeal.