

Terms and Conditions of Tiger Logistics, LLC

1. **APPLICABILITY.** Unless expressly superseded by a written contract signed by an officer Tiger Logistics, LLC ("CARRIER") and the party requesting services of CARRIER, including any shipper, consignor, consignee, or any other entity claiming an interest in goods for which CARRIER provides transportation ("CUSTOMER") these Terms and Conditions (which include the applicable terms and conditions at www.tigerlogistics.com) shall govern motor carrier service provided by CARRIER ("Services"), including services provided pursuant to a load confirmation or rate confirmation agreement ("RCA"). 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 CARRIER. CARRIER and CUSTOMER represent and warrant that their relationship is that of independent contractors and that the respective employees are under their respective exclusive management and control. Nothing in these Terms and Conditions shall be deemed to require CARRIER to provide Services upon request of CUSTOMER and CARRIER reserves the right to accept or decline, in its sole discretion, any particular request for Services. Any and all shipments may be inspected at CARRIER's sole discretion.

2. **COMPLIANCE WITH LAW AND REPRESENTATIONS.** CARRIER agrees to comply with all applicable federal, state and local laws regarding the provision of its Services. CUSTOMER warrants and represents that it is authorized to tender the cargo in question to CARRIER 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: (i) CUSTOMER shall notify CARRIER at the time of the initial request for services as to whether the cargo consists of hazardous materials or dangerous goods, and if CARRIER, in its sole discretion, agrees to transport such cargo, CUSTOMER 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 CUSTOMER to CARRIER; and (ii) any information regarding weight or mass of cargo and/or loaded containers provided by or required to be provided by CUSTOMER is has been provided and is complete and accurate in all regards.

3. **PAYMENT AND CHARGES.** Unless otherwise covered by an RCA agreed to by the parties, CARRIER will charge and CUSTOMER will pay the rates and charges set forth in a rate schedule agreed to in writing (including electronically) between CARRIER and CUSTOMER. If no such rate schedule or RCA applies to the services in question, then CARRIER will charge and CUSTOMER will pay the rates and charges as determined by rate tariff schedules or circulars maintained by CARRIER and available to CUSTOMER upon request. All weights entered on the RCA or any shipment documentation (bill of lading/waybill) are subject to verification by CARRIER. If dimensional weight pricing applies under the terms of CARRIER's governing tariff, or if the shipment has a total volume in excess of 194 inches, the dimensions of the shipment in inches are to be shown on the RCA or shipment documentation. CUSTOMER agrees to pay CARRIER without offset and within fifteen (15) days of receiving the invoice, with interest accruing monthly at a rate of one percent (1%) per month on any unpaid balance. CUSTOMER shall also be liable for any expenses, including attorney fees, CARRIER incurs in collecting its rates and charges. CUSTOMER shall also be responsible for any additional accessorial charges for work performed or expenses incurred in the performance of the Services which were not anticipated by CARRIER at the time CARRIER agreed to perform Services or which were not otherwise included in the rate set forth in the RCA (including, but not limited to, detention, loading and unloading, multiple stop-offs, equipment ordered and not used, etc.). CUSTOMER shall be responsible for CARRIER's fuel surcharge, available upon request. CARRIER may, in its sole discretion, agree to provide Collect-on-delivery ("COD") service. In no event will CARRIER have any liability arising from or related to the form of payment of COD charges.

4. **INDEMNIFICATION, WARRANTIES AND LIMITATION OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES ARISING FROM OR RELATED TO SERVICES OR OPERATIONS HEREUNDER, INCLUDING DAMAGES FOR OR ARISING FROM LOST PROFITS OR BUSINESS INTERRUPTION, REGARDLESS OF WHETHER THE PARTY TO BE CHARGED HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CARRIER FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, FINES, JUDGMENTS, PENALTIES AND AMOUNTS (INCLUDING REASONABLE ATTORNEY FEES) ARISING FROM OR RELATED TO: (i) BREACH BY CUSTOMER OF THESE TERMS AND CONDITIONS; (ii) THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF CUSTOMER, ITS AGENTS, CONTRACTORS OR EMPLOYEES; (iii) VIOLATION BY CUSTOMER, ITS AGENTS, CONTRACTORS OR EMPLOYEES OF ANY

APPLICABLE LAWS, RULE OR REGULATION; OR (iv) COMPLIANCE WITH OR RELIANCE ON ANY INSTRUCTIONS, DIRECTIONS, OR REQUEST OF CUSTOMER. 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.

5. **CARGO LOSS, DAMAGE AND DELAY.** CARRIER shall be liable for cargo loss or damage, including cargo loss or damage caused by CARRIER's failure to exercise reasonable dispatch, in accordance with the provisions of 49 USC 14706, except that for any shipment with a prior or subsequent movement by air, CARRIER shall solely be liable to the extent such claims are caused by its negligence. In any event, CARRIER's liability shall be limited to the lesser of the actual value of the goods or \$.50 per pound per package. In the event CUSTOMER wishes to declare a higher value of liability in excess of \$.50 per pound per package, CUSTOMER must make such request to CARRIER in writing at least seventy-two (72) hours prior to the scheduled pick-up which request is not valid unless agreed upon in writing by an officer of CARRIER. If such request is accepted by CARRIER in a signed writing, and CUSTOMER pays additional freight charges which will be assessed at \$.75 per \$100 in valuation, then CARRIER will be liable for the full value declared by CUSTOMER, but such liability shall in no event exceed \$25,000.00 or the full cost of the goods, whichever is less. With respect to any claim for loss or damage not noted on the delivery receipt at the time of delivery, CARRIER must receive notice of such alleged loss or damage within twelve (12) days of the date of delivery or there will be a presumption that such loss or damage occurred or arose subsequent to delivery which presumption may only be overcome by clear and convincing evidence to the contrary. CUSTOMER shall submit to CARRIER written notice of any cargo claim, for loss, damage or delay, within nine (9) months of the delivery date of the shipment or, if no delivery, the date delivery would have been reasonably expected. Any proceeding related to any such cargo claim must be filed no later than two (2) years from the date of denial of all or any part of such claim. In no event will CARRIER be responsible for any chargebacks or other penalties or assessments imposed by the consignor or consignee with respect to late deliveries. CARRIER's sole liability, and CUSTOMER's sole recovery, with respect to cargo loss, damage or delay will be as set forth in this provision and in no event will CARRIER be liable under any other theory of law, nor to any party other than the actual beneficial owner of cargo, or its direct assignee, with respect to any claim arising from or related to loss or damage to cargo or delay.

6. **INSURANCE.** CARRIER will comply maintain insurance in types and amounts as required by applicable law.

7. **LEGAL RESTRAINT OR FORCE MAJEURE.** In the event performance by one Party is affected or prohibited by any cause beyond the reasonable control of such Party, including without limitation, fire, labor strife, riot, war, weather conditions, acts of the public enemy, acts of God, acts of terrorism, local or national disruptions to transportation networks or operations, material equipment repairs, fuel shortages, governmental regulations, or governmental request as requisition for national defense, or requests of governmental officials, and provided that the applicable cause is not attributable to the acts or omissions of such Party, and such Party is taking reasonable measures to remove or mitigate the effects of the applicable cause, then the running of all periods of time, and the performance of all obligations required herein shall be suspended during the continuance of such interruption. The affected Party shall promptly notify the other Party of such interruption.

8. **DISPUTE RESOLUTION.** CUSTOMER and CARRIER expressly waive any and all rights and remedies under Part B of Subtitle IV to Title 49 of the U.S. Code to the extent that such rights and remedies conflict with this Agreement as allowed by 49 U.S.C. § 14101. These Terms and Conditions shall be deemed to have been drawn in accordance with the statutes and laws of the state of Missouri and in the event of any disagreement or dispute regarding services subject to these Terms and Conditions, to the extent not otherwise governed by federal law, the laws of Missouri shall apply and suit must be brought in Missouri as each party specifically submits to the exclusive personal jurisdiction of such courts for disputes involving Services hereunder.

BY SIGNING BELOW OR BY REQUESTING SERVICES FROM CARRIER, CUSTOMER AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS:

Customer: _____

Signed: _____

Printed: _____

Date: _____