



TERMS AND CONDITIONS OF SERVICE

All transportation services arranged by CONEXUS, LLC, with an office at 808 N. 161st East Avenue, Tulsa, Oklahoma 74116 to or from Shipper shall be subject to the following terms and conditions:

1. SERVICES, EXCLUSIVITY AND WARRANTY.

(a) CONEXUS, LLC will arrange transportation of Customer's shipments set forth pursuant to individual rate agreements for specific loads ("Scheduled Traffic") from pickup to the place of destination via authorized motor carriers, and will provide cargo claim assistance; shipment tracking and other logistics services set forth in the attached schedules, all in accordance with these Terms and Conditions. All Scheduled Traffic and any other Customer shipments handled by CONEXUS, LLC shall be considered contract (not common) carriage, subject to and governed by the terms of these Terms and Conditions, and any legal rights or remedies contrary to these Terms and Conditions are hereby waived to the extent permitted by applicable law.

(b) By tendering the shipment, Customer warrants that it is or will be the owner of the shipments tendered hereunder and/or that it otherwise is fully authorized to agree to all terms herein with respect to said shipments; that these terms shall be binding upon Customer's successors and assigns and all consignees, customers, subrogees or other persons claiming any interest in said shipments; and that Customer shall indemnify and hold harmless CONEXUS, LLC from any claims or liabilities arising out of or relating to said shipments other than the liabilities created by these Terms and Conditions.

2. **SHIPMENT DOCUMENTATION.** A shipping receipt, bill of lading or comparable documentation in a generally accepted form will be issued for each shipment, but the absence or loss of such shipping documentation, in and of itself, shall not relieve either party of its obligations or responsibilities hereunder with respect to any shipment. If and to the extent that standard-form bills of lading, etc., are employed by the parties as shipping documentation, such forms' pre-printed or other terms, conditions or provisions shall have no effect nor application to the parties' shipments to the extent they contradict or otherwise conflict with these Terms and Conditions.

3. RATES, CHARGES AND FREIGHT PAYMENTS.

(a) Rates, charges and other terms and conditions of service shall be as specified in individual rate agreements at the time of shipment, which may be supplemented or revised at any time by written mutual agreement. CONEXUS, LLC also may adjust its transportation rates and charges as necessary to compensate for increases in carrier rates.

(b) CONEXUS, LLC's freight bills shall be paid by Customer within fifteen (15) days after receipt by Customer. Customer agrees to pay collection costs, including reasonable attorneys fees, and interest at the highest legal rate on past due accounts.

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4. **CONEXUS, LLC'S COMMITMENTS/OBLIGATIONS.** CONEXUS, LLC will comply with these Terms and Conditions and all laws and regulations applicable to CONEXUS, LLC relating to Customer's freight and shipments; and will perform its obligations as an independent contractor and not as the agent or employee of Customer. CONEXUS, LLC will arrange transportation of Customer's shipments via authorized motor carriers and will exercise reasonable care to select carriers who will agree to comply with applicable laws; deliver shipments promptly and efficiently; employ competent, able and legally licensed personnel; maintain their equipment in good repair and condition; perform their transportation services in a careful and business-like manner; and maintain such insurance coverages, if any, legally required of such carriers. Other logistics services to be performed by CONEXUS, LLC, and the terms and scope thereof and compensation therefor, may be set out in additional schedules to be attached hereto.

5. **CARGO LIABILITY AND INSURANCE.**

(a) CONEXUS, LLC shall not be liable for the acts or omissions of customs officials, customs brokers, loaders, unloaders, lumpers or other third parties who may be involved in the loading or handling of cargo at pickup, delivery, including pickup and/or delivery at or near the USA-Mexican border; nor for incidental, consequential or other special damages of any type. Further, CONEXUS, LLC shall not be liable under any circumstances for losses or claims occurring or arising outside the U.S.A. and/or Canada. Customer shall notify CONEXUS, LLC in writing within twenty-four (24) hours of discovery of any freight and/or cargo claim and shall clearly note such claim on the bill of lading or other shipping document. Procedurally, all freight and cargo claims shall be handled in accordance with the freight and cargo claim procedures of the Uniform Straight Bill of Lading and the federal freight claim regulations (currently 49 CFR 370 *et seq.*) in effect at the time of the claim and shall be governed by the time limitations thereunder. Customer further agrees that CONEXUS, LLC shall not be liable for, and Customer shall hold CONEXUS, LLC harmless from, cargo damage claims other than as set forth herein.

(b) Customer acknowledges and understands that cargo liability (loss, damage, delay, etc.) for shipments under these Terms and Conditions will be affected and may be substantially limited by application of various countries' laws, treaties, conventions, etc. Customer specifically understands that cargo liability under Mexican law may be severely limited unless Customer arranges to purchase its own cargo insurance. At Customer's request, CONEXUS, LLC may assist Customer in attempting to obtain cargo insurance for Mexico shipments, but only under and pursuant to a specific written agreement to do so, signed by CONEXUS, LLC's Director or Vice President and specifically stating the scope of CONEXUS, LLC's duties, obligations and compensation in such regard. Absent such written agreement, Customer assumes full responsibility and risk for assessing its own cargo liability needs and situation, purchasing any cargo insurance it may desire, and/or taking whatever actions Customer deems appropriate to satisfy and protect itself regarding cargo liability for all shipments hereunder.

(c) CONEXUS, LLC will use for Customer's shipments hereunder only those Mexican, USA and Canadian motor carriers who agree to maintain at least the minimum insurance coverages, if any, required by the respective laws and jurisdictions under which such carriers operate,

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and CONEXUS, LLC shall reasonably assist and fully cooperate with Customer in connection with cargo claims made by Customer against such a carrier. Customer is responsible for adequately insuring Mexico shipments pursuant to Section 5(b) herein.

(d) CONEXUS, LLC and Customer agree that the rates provided pursuant to these Terms and Conditions are individually determined and premised on Customer's prior assurance that its shipments full actual value shall not exceed \$100,000 per truckload of new cargo and \$10,000 per truckload of used or reconditioned cargo and CONEXUS, LLC acceptance of shipments for transport is conditioned thereon.

6. **FORCE MAJEURE.** Neither Customer nor CONEXUS, LLC shall be liable for damages for any transportation delay or failure, nor any delay or failure to perform any of these Terms and Conditions, arising from causes beyond its control, including but not limited to acts of God or public enemies, acts of civil or military authority, labor disputes, fires, riots, wars or conditions of war, embargoes, accidents, epidemics, floods or other unusually severe weather, closing or obstruction of highways, bridges or ferries, or shortage of raw materials or power, any of which have a material, substantial and adverse effect on either party's ability to perform pursuant to these Terms and Conditions.

7. **MISCELLANEOUS.**

(a) All matters arising out of or relating hereto, and all aspects of the parties' current or future transportation transactions or relationships shall be governed by Oklahoma law without regard to Oklahoma's conflicts of law provisions, and for value received, Customer irrevocably consents and agrees to submit any and all such matters, claims and disputes at CONEXUS, LLC's request to the exclusive jurisdiction of the District Court of Tulsa County, Oklahoma, and waives any jurisdictional or venue objections to said court and any removal or transfer rights therefrom.

(b) No modification of these terms and conditions and no waiver of its terms or provisions shall be effective unless and until made in writing and signed by an authorized CONEXUS, LLC representative.

(c) Until terminated or modified as provided herein, these terms and conditions shall govern and apply to all transportation related dealings between Customer and CONEXUS, LLC, and the terms hereof shall override and replace any contrary or inconsistent terms or provisions of any current or future documentation by or between the parties, unless both parties sign a written statement expressly referring to these Terms and Conditions and expressly agreeing that such other terms supersede these terms.

(d) Unless clearly indicated by the context, all monetary references in these Terms and Conditions and schedules should be in U.S. currency.

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