

1. **APPLICABILITY.** These Motor Carriage Contract Terms and Conditions (“Terms and Conditions”) govern motor carrier transportation performed by Givens Transportation, Inc. (“GIVENS”) of goods moving to, from or within the United States and Canada (“Services”). Unless expressly superseded by a written contract signed by an officer GIVENS and the shipper, consignor, consignee, or any other entity claiming an interest in goods for which GIVENS arranges transportation (“SHIPPER”) these Terms and Conditions shall govern the Services. GIVENS and SHIPPER 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 GIVENS to provide Services upon request of SHIPPER and GIVENS reserves the right to accept or decline, in its sole discretion, any particular request for Services.

2. **COMPLIANCE WITH LAW.** GIVENS represents and warrants that it is duly and legally qualified by the Federal Motor Carrier Safety Administration to operate as a motor carrier to provide the Services contemplated herein. GIVENS agrees to comply with all applicable federal, state and local laws regarding the provision of such Services. SHIPPER warrants and represents that it is authorized to tender the cargo in question to GIVENS 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 designated as 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, labeling and offering such cargo and must provide notice of any such cargo at the time a request for Services is first initiated by SHIPPER to GIVENS. 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, at the time of the initial request for services with respect to the individual shipment, will provide written notice (each a “Food Handling Notice”) to GIVENS that the consignment contains Food which Food Handling Notice must also include any special instructions or handling requirements. Any such 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 GIVENS confirms receipt of a Food Handling Notice purporting to apply to multiple conveyances. In no event will GIVENS have any obligation to provide any specialized handling other than those expressly requested by the SHIPPER on the Food Handling Notice and GIVENS has no obligation to comply with any 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 appropriately packaged to ensure safe and sanitary transportation without the need for any specialized handling by the Servicing Motor Carrier.

3. **PAYMENT AND CHARGES.** GIVENS will charge and SHIPPER will pay the rates and charges set forth in a quote provided by GIVENS, as well as for any accessorial services rendered by GIVENS at GIVENS’ then current rates, or as otherwise agreed for Services provided by GIVENS without offset. SHIPPER agrees to pay GIVENS without offset and within thirty (30) days of receiving the invoice, with interest accruing monthly at a rate of one percent (1%) per month on any unpaid balance. SHIPPER shall also be liable for any expenses, including attorney fees, GIVENS incurs in collecting its rates and charges. SHIPPER acknowledges and agrees that GIVENS’ charges may be invoiced by an affiliate of GIVENS, acting as agent of GIVENS, which such fact will not impact the applicability of these Terms and Conditions to the Services. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, GIVENS WILL HAVE A GENERAL LIEN ON ANY GOODS THAT HAVE COME OR WILL COME INTO ITS POSSESSION, OR THE POSSESSION OF ANY THIRD PARTY ENGAGED BY GIVENS TO PROVIDE SERVICES, AND ON ANY PROCEEDS THEREOF, FOR ANY AND ALL CHARGES DUE AND OWING TO GIVENS REGARDLESS OF WHETHER THOSE CHARGES RELATED TO THE GOODS OR PROCEEDS AGAINST WHICH THE GENERAL LIEN IS ENFORCED.** In no event will GIVENS have any responsibility for, and SHIPPER will defend, indemnify, and hold GIVENS harmless from, and will pay and reimburse, any charges imposed by third parties with respect to use of equipment in which cargo tendered by, to or on behalf of SHIPPER is or has been laden, or for charges assessed with respect to storage or handling of any such equipment, including, but not limited to, charges assessed by steamship lines, rail carriers, rail terminal operators, marine terminal operators or port authorities. Without limiting the generality of the foregoing, GIVENS shall have no liability for any such charges arising from or related to port congestion, lack of equipment availability, labor shortages, or other situations impacting port or intermodal transportation operations.

4. **LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCES WILL GIVENS BE LIABLE TO SHIPPER, ANY PERSON CLAIMING BY OR THROUGH SHIPPER, ANY SUCCESSOR IN INTEREST TO SHIPPER, OR ANY OTHER PERSON FOR ANY ACTS OR OMISSIONS OF ANY THIRD PARTY OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO THESE TERMS AND CONDITIONS OR OPERATIONS HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR DAMAGES ALLEGED TO ARISE FROM BUSINESS INTERRUPTION, FOR ANY REASON WHATSOEVER WHETHER OR NOT THE LIKELIHOOD OR CERTAINTY OF SUCH DAMAGES WAS KNOWN OR SHOULD HAVE BEEN KNOWN TO GIVENS. NOTWITHSTANDING ANY OTHER LIMITATION OF LIABILITY OR PROVISION GOVERNING CALCULATION OF DAMAGES UNDER THESE TERMS AND CONDITIONS, IN NO EVENT WILL SHIPPER'S RECOVERY AGAINST GIVENS FOR ANY SINGLE OCCURRENCE, NO MATTER THE CAUSE, EXCEED THE TOTAL AMOUNT PAID BY SHIPPER TO GIVENS DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING SUCH LOSS. SHIPPER ACKNOWLEDGES AND AGREES THAT GIVENS DOES NOT PERFORM OR ARRANGE CROSS—DOCKING, TRANSLOADING, STORAGE-IN-TRANSIT, OR WAREHOUSE SERVICES AND ANY SUCH SERVICES REQUESTED BY SHIPPER, OR OTHERWISE REQUIRED IN THE PERFORMANCE OF GIVENS' SERVICES ARE PERFORMED BY THIRD PARTIES. SHIPPER AUTHORIZES GIVENS TO ARRANGE FOR SUCH SERVICES ON SHIPPER'S BEHALF AND FOR SHIPPER'S ACCOUNT PURSUANT TO SUCH THIRD PARTIES' THEN CURRENT TERMS AND CONDITIONS OF SERVICE.

5. **INDEMNIFICATION.** SHIPPER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS GIVENS FROM AND AGAINST, AND SHALL PAY AND REIMBURSE GIVENS 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 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 GIVENS' 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 GIVENS.

6. **CARGO LOSS, DAMAGE OR SHORTAGE.** GIVENS will be liable for cargo loss and damage (including due to unreasonable delay) as a "carrier" pursuant to the Carmack Amendment as currently codified at 49 U.S.C. § 14706 except such liability shall not exceed the lesser of the cost to repair or replace the goods, or \$.50 per pound per package and subject to an overall cap of \$100,000 per trailer or conveyance unless, not less than 72 hours prior to scheduled pick-up, SHIPPER has requested, in an email sent to Dispatch@Givens.com that GIVENS assume additional liability and GIVENS expressly agrees to such request in writing, in which case GIVENS will provide a quote which includes additional charges. If SHIPPER agrees to pay the additional charges, then GIVENS shall assume liability up to the lesser of the cost to repair or replace the goods, or the amount as agreed between SHIPPER and GIVENS. SHIPPER is responsible for filing a claim with GIVENS alleging GIVENS' liability for cargo loss and damage within nine (9) months of the date of delivery of the cargo in question (or, if none, within nine (9) months of the date cargo should have been delivered). Failure to do so will result in an absolute bar to any such claim and will relieve GIVENS of any and all liability with respect thereto. GIVENS shall be under no obligation to provide service in accordance with any set pick-up or delivery schedule; GIVENS' sole obligation is to provide services with reasonable dispatch. Any lawsuit arising from such claim must be commenced within two years of denial of all or any part of such claim. SHIPPER acknowledges and agrees that the sole liability of GIVENS with respect to loss, damage or delay to cargo shall be as set forth in this provision and SHIPPER warrants and represents that if it is not the owner of such cargo, SHIPPER holds authority from such owner to bind the owner to the provisions of these Terms and Conditions.

7. **SHIPPING DOCUMENTS.** Shipments tendered hereunder may be accepted by GIVENS on a bill of lading or similar transportation document purporting to set forth the respective legal rights and obligations of SHIPPER and GIVENS. In no event shall the terms or conditions of any such bill of lading or other document used by SHIPPER and GIVENS apply to GIVENS' Services or otherwise be binding on GIVENS. Upon request of SHIPPER, GIVENS

shall provide a delivery receipt from the consignee, showing the products delivered, the condition of the shipment and the date and time of such delivery.

8. **NOTIFICATION OF ACCIDENTS OR DELAYS**. GIVENS agrees to notify SHIPPER of any accident or other event of which GIVENS is apprised which will prevent GIVENS from making a timely or safe delivery.

9. **FORCE MAJEURE**. In no event will GIVENS be liable for delay or other default in the performance or discharge of any duty or obligation under these Terms and Conditions when caused by circumstances beyond the reasonable control of GIVENS.

10. **GOVERNING LAW AND DISPUTE RESOLUTION**. These Terms and Conditions shall be deemed to have been drawn in accordance with the statutes and laws of the state of Virginia 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 Virginia shall apply and suit must be brought in Virginia as each party specifically submits to the exclusive personal jurisdiction of such courts for disputes involving Services rendered pursuant to these Terms and Conditions.