OLD DOMINION FREIGHT LINE

OD TRUCKLOAD SERVICES TERMS AND CONDITIONS
(Broker / Shipper Transportation)

THESE Terms and Conditions ("Terms") provided by Old Dominion Freight Line, Inc. ("ODFL" or "BROKER") govern the shipment that is the subject of the ODFL Broker Truckload Spot Rate Estimate/Agreement ("Agreement") delivered to the party controlling the shipment, whether consignor, consignee, or third-party payor ("SHIPPER"), BROKER and SHIPPER expressly waive any and all rights and remedies under Subtitle IV, Part B of 49 U.S.C. (as allowed by § 14101) to the extent such rights and remedies conflict with these Terms and/or the terms and conditions of the Agreement and agree:

1. **TERM.** The term of these Terms shall commence on the effective date identified in the Agreement delivered to SHIPPER with these Terms, and shall remain in effect for the life of the shipment (until delivery is completed and the timeframe for filing cargo claims pursuant to Section 7 has expired), provided that all terms that by their nature are intended to survive termination or expiration of the Agreement shall so survive, including without limitation Sections 7, 8, 9, 10, and 12.

2. **SERVICE.** BROKER agrees to arrange for transportation of SHIPPER's freight pursuant to these Terms and in compliance with all applicable federal, state, and local laws and regulations, arranging for duly authorized third-party motor carriers (each a "Carrier" and together "Carriers") to transport SHIPPER's freight. BROKER acknowledges and agrees that BROKER is a property broker regulated and authorized by the Federal Motor Carrier Safety Administration ("FMCSA"), confirms that it has entered into these Terms as a property broker and does not represent its performance of services or operations under these Terms as a motor carrier. BROKER does not own, lease, operate, or control the vehicles, equipment, or drivers used by Carriers in the transportation of SHIPPER's freight, and BROKER does not exercise operational control or supervision over the manner or means by which Carriers perform transportation services.

3. **MOTOR CARRIAGE.** BROKER represents that it shall require the following terms for each underlying Carrier it utilizes in the performance of these Terms:

A. Carrier shall comply with all applicable federal and state laws and regulations and shall expressly waive any and all rights and remedies under Subtitle IV, Part B of 49 U.S.C. (as allowed by § 14101) to the extent such rights and remedies conflict with the terms and conditions of these Terms.

B. Carrier shall be registered and hold operating authority as a for-hire motor carrier of property authorized by the FMCSA pursuant to 49 U.S.C. § 13902, applicable state law, or applicable law in each jurisdiction where services are performed in interstate, intrastate, or foreign commerce of the United States, and such services shall be understood as "contract carriage" within the meaning of 49 U.S.C. § 13102(4)(B).

C. Carrier shall agree that its liability for cargo loss or damage shall be determined by 49 U.S.C. § 14706 (the Carmack Amendment), subject to: (i) a maximum liability of $100,000 per bill of lading per occurrence; (ii) Carriers' applicable tariffs or policy terms/exclusions; and (iii) Section 7 of these Terms.

D. Carrier shall agree to maintain, at all times during the transportation of the shipment that is the subject of the Agreement delivered to SHIPPER with these Terms, insurance coverage with limits not less than the following:

i. Commercial Automobile Insurance coverage with limits of not less than $1,000,000 per occurrence;
ii. Motor Truck Cargo Insurance in an amount not less than $100,000 per shipment;
iii. Statutory Workers' Compensation.

E. At all times during the transportation of the shipment that is the subject of the Agreement delivered to SHIPPER with these Terms, Carrier shall not have an "Unsatisfactory" or "Conditional" safety rating as determined by FMCSA and shall not be subject to an out-of-service order. BROKER's verification obligations of Carrier's safety rating is limited to confirming Carrier does not have an "Unsatisfactory" or "Conditional" rating at the time of carrier engagement and does not constitute a guarantee of Carrier's safety performance or ongoing compliance.

F. Carrier shall process all claims for loss, damage, or delay to SHIPPER's freight in accordance with the provisions of 49 C.F.R. Part 370, regardless of whether such regulations would otherwise apply.

G. Carrier acknowledges and agrees that it is an independent contractor and not an employee, agent, or joint venturer of BROKER, and that BROKER does not exercise control over Carrier's drivers, routes, schedules, hours of service, equipment, loading or unloading methods, or any other aspect of Carrier's operations.

4. **RECEIPTS AND BILLS OF LADING.** SHIPPER shall not identify BROKER as the motor carrier on the bill of lading or other shipping document. SHIPPER's insertion of BROKER's name on the bill of lading or other shipping documents shall be for SHIPPER's convenience only and does not change BROKER's status as a property broker. Neither the terms and conditions of any tariff, rule, bill of lading, goods receipt, stamp, or other freight documentation published, issued, or otherwise used by BROKER or by any Carrier nor the alleged conduct of ODFL, SHIPPER, or the Carrier selected supplement, alter, or modify these Terms, including those set forth in Appendices A and B attached hereto, or transform or convert ODFL's status from a property broker to a motor carrier in connection with the transportation performed pursuant to the Agreement and these Terms.

5. **PAYMENTS.** BROKER shall invoice SHIPPER for its services in accordance with the rates, charges, and provisions set forth in Appendices A and B, attached hereto, and any written supplements or revisions mutually agreed to between the parties in writing. SHIPPER agrees to pay BROKER's invoice in full within fifteen (15) days of the invoice date without deduction or setoff, including for any unpaid freight claims. Failure of BROKER to receive payment in full within forty-two (42) days of invoice date entitles BROKER to assess and collect from SHIPPER, and obligates SHIPPER to pay BROKER, liquidated damages in an amount equal to thirty-five percent (35%) of the unpaid receivable. Neither SHIPPER nor its consignee shall pay Carriers directly for transportation services.

6. **TRUCKLOAD PLUS (IF APPLICABLE).** BROKER may offer SHIPPER a "Truckload Plus" rate, whereby BROKER will make reasonable efforts to prioritize SHIPPER's load ahead of others to meet a goal delivery date requested by SHIPPER. Such services offer no guarantee that delivery will be performed by SHIPPER's goal delivery date. If despite such prioritization, BROKER fails to meet SHIPPER's goal delivery date for any reason other than a force majeure event under Section 11, BROKER will reduce the transportation rate charged SHIPPER to the standard rate. SHIPPER's sole and exclusive remedy for BROKER's failure to meet the Truckload Plus goal delivery date will be a reduction in the transportation rate charged to SHIPPER, by reverting to the standard rate for such service.

7. **FREIGHT CLAIMS AND LIABILITY.** It is understood and agreed by SHIPPER that BROKER is not a motor carrier when operating under these Terms and shall not be held liable for loss, damage, delay, personal injury, or death in connection with the transportation of SHIPPER's property. BROKER's sole obligation shall be to assist SHIPPER in filing claims against the responsible Carrier. SHIPPER acknowledges that BROKER does not operate motor vehicles, employ or supervise drivers, or control the manner or means by which Carriers perform transportation services. SHIPPER agrees that any claims arising from the negligence of a Carrier, including but not limited to claims for personal injury, death, or property damage, shall be brought solely against the responsible Carrier and not against BROKER. SHIPPER must file claims for cargo loss, damage, or delay with the responsible Carrier within nine (9) months of the delivery date or, in the event of non-delivery, within nine (9) months after a reasonable time for delivery has elapsed. Such claims must also meet the requirements of 49 C.F.R. Part 370 regardless of whether such regulations would otherwise apply. SHIPPER must file any civil action against the responsible Carrier in a court of law within two (2) years and one (1) day from the date the Carrier provides written notice to SHIPPER that Carrier has disallowed any part of the claim. In no event shall BROKER or Carriers engaged by BROKER be liable to SHIPPER for special, incidental, or consequential damages that relate to loss, damage or delay to a shipment.

Carriers' maximum liability for loss, damage, or delay is limited to a maximum of $100,000 per shipment unless SHIPPER notifies BROKER in writing of a higher requested maximum liability prior to shipment, BROKER obtains Carrier's agreement to the higher maximum liability, BROKER advises SHIPPER as to the cost of the higher maximum liability, and SHIPPER agrees to and actually pays the additional cost.

8. **HAZARDOUS MATERIALS.** SHIPPER shall comply with all applicable laws and regulations relating to the transportation of hazardous materials as defined in 49 C.F.R. §§ 172.800, 173, and 397, *et seq*. to the extent any shipments constitute hazardous materials. SHIPPER shall inform BROKER prior to tendering the shipment if any such shipment constitutes hazardous materials. SHIPPER shall defend, indemnify, and hold BROKER and Carrier harmless from any penalties or liability of any kind, including reasonable attorneys' fees, arising out of SHIPPER's failure to comply with applicable hazardous materials laws and regulations.

9. **INDEMNIFICATION.** BROKER and SHIPPER will indemnify, defend, and hold harmless the other party, its officers and employees from and against any and all liability, loss, damages, claims (excluding cargo claims, which shall be governed by Section 7 of these Terms), liens, costs and expenses, including attorneys' fees (together "Claims") when such claims are caused by the negligent acts or omissions of the indemnifying party, its officers, or employees. Nothing in these Terms shall be construed to contemplate, nor shall either party be liable to the other for consequential, incidental, special, punitive, exemplary, economic or similar damages of any kind or nature, however caused and on any theory of liability, even if the party has been advised of the possibility of such damages.

10. **INDEPENDENT CONTRACTOR.** It is understood between BROKER and SHIPPER that BROKER is not an agent for Carrier or SHIPPER and shall remain at all times an independent contractor. SHIPPER does not exercise or retain any control or supervision over BROKER, its operations, employees, or over the Carriers it uses, and BROKER is not expected to and will not exercise any control or supervision over the Carriers it uses. Carriers engaged by BROKER are independent contractors and not employees, agents, joint venturers, or partners of BROKER. BROKER does not control, direct, or supervise the Carriers' drivers, routes, schedules, hours of service, equipment, loading or unloading methods, hiring practices, training, or any other aspect of the Carriers' operations or performance of transportation services. Carriers retain exclusive control over the manner, means, and methods of performing transportation services, including all decisions regarding safety, compliance, and the operation of their vehicles and equipment.

11. **FORCE MAJEURE.** If either Party is prevented from performing any portion of these Terms or the Agreement by causes beyond its control, including civil commotion, war, acts of terrorism, fires, floods, inclement weather, natural disasters, governmental regulations or controls, casualties, or acts of God, provided that such causes are not attributable to the acts or omissions of such affected Party (each, a "Force Majeure Event"), such affected Party shall be excused from its liability for such delay or failure of its performance for the period of the Force Majeure Event. Each Party shall use reasonable efforts to notify the other Party of the occurrence of any Force Majeure Event. The affected Party shall use its best efforts to prepare for, avoid, or remove the causes of nonperformance and continue performance immediately after the causes for any Force Majeure Event are removed. If such condition of Force Majeure is not remedied within thirty (30) days then the unaffected party shall have the right to immediately terminate the Agreement.

12. **GOVERNING LAW AND VENUE.** These Terms shall be governed by and construed in accordance with federal laws regarding transportation and otherwise by the laws of the State of North Carolina without reference to the principles of conflicts of law of that state or any other jurisdiction. BROKER and SHIPPER hereby consent and submit exclusively to the jurisdiction and service of process of the courts of the State of North Carolina or the courts of the United States located in Guilford County, North Carolina.

13. **ENTIRE AGREEMENT.** These Terms, including all Appendices and Addenda, and the ODFL Broker Truckload Spot Rate Estimate/Agreement, constitute the entire agreement intended by and between the parties and supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements, and understandings, whether oral, written, expressed or implied, with respect to the subject matter hereof. The parties further intend that these Terms constitute the complete and exclusive statement of its terms and that no extrinsic evidence may be introduced to reform these Terms in any judicial or arbitration proceeding involving these Terms.

{Appendix A on following page}

APPENDIX A

ODFL BROKER SPOT RATES AND CHARGES

Old Dominion Freight Line, Inc. ("ODFL" or "BROKER") offers spot-rate broker services subject to these Terms. BROKER will email (or fax) spot-rate agreement to SHIPPER requesting spot-rate broker arrangements with motor carriers. Estimates will be flat rates for individual shipments, for a series of shipments, or for specified traffic lanes. The flat rates exclude accessorial charges. Accessorial charges are set forth on Appendix B to these Terms and, to the extent applicable, will be assessed to SHIPPER and become due and payable to BROKER in addition to the flat-rate charge.

The flat rate is good for a specified period of time as noted on the ODFL estimate sheet emailed to SHIPPER and is subject to these Terms. To accept the flat rate (plus all applicable accessorial charges), SHIPPER must sign, date, and return the email spot-rate sheet to BROKER. An electronic signature or other agreed-upon electronic means of affirmation, including a reply email to an ODFL employee, is sufficient to signify acceptance.

The accepted rate is valid and binding on the parties upon BROKER's receipt of the SHIPPER's acceptance subject to BROKER securing the services of a motor carrier, with suitable equipment available in the origin area at the SHIPPER-designated pickup date and time, willing to transport the shipment at a negotiated rate with BROKER.

When BROKER notifies SHIPPER of the motor carrier designated to transport its shipment, SHIPPER also will be advised of the scheduled pickup date and time. Thereafter, SHIPPER may cancel the arranged transportation services without penalty anytime up to twenty-four (24) hours prior to the scheduled pickup date and time. Thereafter, a cancellation penalty of $300.00 will apply and be assessed.

{Appendix B on following page}

APPENDIX B

ODFL BROKER TRUCKLOAD ACCESSORIAL CHARGES

Standard Detention	$75 for each hour beyond 2-hour free time.		
Rail Detention	$90 for each hour beyond 2-hour free time.		
Team Detention	$120 for each hour beyond 2-hour free time.		
Tradeshow Detention	$100 for each hour beyond 2-hour free time.		
Border Crossing Detention	$100 for each hour beyond 1-hour free time		
Truck Ordered, Not Used	$300 Minimum for solo and $500 Minimum for team		
Driver Assist	$150 Minimum.		
Lumper Service	Full reimbursement with Lumper Receipt		
In Transit destination Adjustments	Minimum current rate per mile being applied + stop off charges to apply.		
Stop Charges	$100 – 1st stop, $200 – 2nd stop and all subsequent stops.		
Pallet Jack Required	$250 Minimum		
Exceeds Normal Transit	$500 Minimum		
Driver Layover	$750 per night, including weekends. Teams are $1,000 per night.	**Delivery Appointment** **Flatbed Tarps if Req.**	$15 $200 Minimum
Haz Mat	$300 Minimum	**Dunnage Disposal**	$250 Minimum
Weight Tickets	$100 plus cost of ticket	**P.O.D. Upon Delivery**	$50 Minimum
In Bond Charge	$1,000 Minimum	**Alcohol Permits**	$200 plus cost of permits
Government Facility Pickup or Delivery	$300 Minimum	**Fuel Surcharge**	Included in spot market rates (all in). Available upon request for extended pricing.
Tradeshow Pickup or Delivery	To be arranged through OD.TLBids@odfl.com. $1,000 minimum charge if not arranged appropriately before pick up and based on carrier agreement.	**Liftgate Pick/Delivery**	Must be arranged prior to pick up and is based on transload and pick/delivery availability of ODFL Service Center. Rates set by ODFL Service Center +$100 admin fee.

{END OF BROKER/SHIPPER TRANSPORTATION TERMS AND CONDITIONS}