

Logikor
Terms and Conditions

If Logikor LLC and/or Logikor Inc. and/or Logikor Special Commodities Inc. (collectively referred to as "BROKER") and the party hiring BROKER ("SHIPPER") have not signed and executed a separate Broker/Shipper Contract pertaining the transportation services to be provided to SHIPPER by BROKER, the services provided and described herein and in the BROKER's Rate Confirmation Agreement shall set forth the rights and obligations of both BROKER and SHIPPER, and shall be governed by these terms and conditions (the "Terms and Conditions"). BROKER may change the Terms and Conditions at any time. You, the SHIPPER, must review the On Line Terms and Conditions on a regular basis. The Terms and Conditions are effective immediately.

1. **BROKER'S COMPLIANCE WITH LAW.** BROKER represents and warrants that it is duly and legally qualified to operate as a property BROKER and to provide the transportation services contemplated herein. BROKER agrees to comply with all federal, state/provincial and local laws regarding the provision of such brokerage services. The Parties understand and agree that BROKER functions as an independent entity, and not as a carrier, in selling, negotiating, providing and arranging for transportation for compensation, and that the actual transportation of shipments tendered to BROKER shall be performed by third-party motor carriers ("Servicing Motor Carriers").

2. **PAYMENT AND CHARGES.** SHIPPER shall tender certain shipments, from time to time, to BROKER. BROKER will charge and SHIPPER will pay the rates and charges set forth in the Rate Confirmation Agreement, for transportation services performed under this Agreement. The Rate Confirmation Agreement shall be in the form specified in Appendix A. The Rate Confirmation Agreement shall be signed and agreed to by BROKER and SHIPPER before each shipment to which such Rate Confirmation Agreement applies. BROKER represents and warrants that there are no other applicable rates or charges except those established in this Agreement or in any Rate Confirmation Agreement signed by SHIPPER. In the event brokerage services are provided and it is subsequently discovered that there was no applicable or understood rate in a Rate Confirmation Agreement, the Parties agree that the charges invoiced by BROKER shall be the agreed upon contract rate of the Parties for the services provided, unless such payment is objected to by SHIPPER within ten (10) days of the invoice date. SHIPPER agrees to pay BROKER within fifteen (15) days of receiving the invoice, with interest accruing monthly at a rate of one percent (1%). SHIPPER shall also be liable for any expenses, including attorney fees, BROKER incurs in collecting its rates and charges.

3. **INDEMNIFICATION.**

a) BROKER shall indemnify, defend and save SHIPPER, its employees, and agents harmless from and against any and all liability, claims, loss, costs, fines, penalties, expenses (including attorney's fees), judgments, or demands on account or damage of any kind whatsoever, including but not limited to personal injury, property damage, cargo damage, or any combination thereof, suffered or claimed to have been suffered by any person or persons, arising out of BROKER's services provided in connection with this Agreement to the extent such claim is caused by 1) the negligence or intentional misconduct of BROKER; 2) BROKER's or its employees' violation of applicable laws or regulations; or 3) BROKER's or its employees' or agents' breach of this Agreement. The foregoing notwithstanding, BROKER shall have no liability to SHIPPER under this provision, or otherwise owe any obligation to SHIPPER under this provision, to the extent such liabilities or obligations represent consequential or special damages, or are the result of or arise from the negligence or other wrongful conduct of SHIPPER.

b) SHIPPER shall indemnify, defend and save BROKER, its employees, and agents harmless from and against any and all liability, claims, loss, costs, fines, penalties, expenses (including attorney's fees), judgments, or demands on account or damage of any kind whatsoever, including but not limited to personal injury, property damage, cargo damage, or any combination thereof, suffered or claimed to have been suffered by any person or persons, arising out of SHIPPER's performance under this Agreement to the extent such claim is caused by 1) the negligence or intentional misconduct of SHIPPER; 2) SHIPPER's or its employees' or agents' violation of applicable laws or regulations; or 3) SHIPPER's or its employees' or agents' breach of this Agreement, except to the extent such liability, claims or loss

represent consequential or special damages, or are the result of the negligence or other wrongful conduct of BROKER.

c) In the event that such claims, liabilities, losses, damages, fines, penalties, payments, costs and expenses (including without limitation, reasonable attorney fees) are caused by the joint and concurrent negligence or other fault of the Parties, or the Parties and a third party, the indemnity obligations for such claims, liabilities, losses, damages, fines, penalties, payments, costs, and expenses shall be borne by each Party in proportion to its degree of negligence or other fault.

d) Any indemnified Party shall promptly tender the defense of any claim to the indemnifying Party.

e) In no event shall either Party be responsible for any special or consequential damages under this Agreement.

4. **INDEPENDENT CONTRACTOR.** BROKER represents and warrants that it is an independent contractor under this Agreement and that its employees are under BROKER's exclusive management and control, and that SHIPPER neither exercises nor retains any control over BROKER, its operations or employees in any manner whatsoever.

5. **CONTRACT CARRIERS.** BROKER shall make reasonable efforts to place SHIPPER's loads with responsible Servicing Motor Carriers authorized to perform the services required by SHIPPER for the purposes of transporting the loads with reasonable dispatch under the direction of SHIPPER. In no event will BROKER tender any goods of SHIPPER to a Servicing Motor Carrier holding an "Unsatisfactory" safety rating. BROKER also agrees to make reasonable efforts to utilize only Servicing Motor Carriers that possess all insurance coverages required by applicable law. However, the Parties understand and agree that BROKER, by signing this Agreement, makes no express or implied warranties or guarantees concerning delivery time or the locating of a Servicing Motor Carrier to provide the transportation services requested by SHIPPER. Moreover, SHIPPER acknowledges and agrees that such Servicing Motor Carrier's might limit SHIPPER's recovery for claims for cargo loss, damage or delay.

6. **BROKER INSURANCE.** BROKER shall comply with all insurance and bonding requirements imposed upon it by law, including its obligation to maintain a surety bond to benefit the SHIPPER.

7. **CARGO LOSS, DAMAGE, OR SHORTAGE.** In the event of a cargo loss, damage or shortage claim, SHIPPER agrees to notify BROKER immediately by phone and to subsequently submit to BROKER a written claim, fully supported by all relevant documentation, including but not limited to the signed delivery receipt, listing the nature and cause of the claim for cargo damage within twenty (20) days following the date of delivery. No claims or allowances for shortages, damage or delay will be considered unless clearly noted on the delivery receipt or bill of lading signed by the consignee at delivery. BROKER shall have no liability for cargo loss, damage, or shortage except to the extent such claims are caused by BROKER's negligent acts or omissions. With respect to the standard for BROKER negligence with respect to Servicing Motor Carrier's insurance, the failure of the Servicing Motor Carrier to possess insurance required by law will be deemed a negligent act or omission on the part of BROKER.

8. **SHIPPING DOCUMENTS.** Unless otherwise agreed in writing, all shipments tendered shall be accepted on a bill of lading which shall function as a receipt of the goods only; the terms and conditions of such bill of lading will not apply to transportation provided pursuant to this Agreement. Upon request of SHIPPER, BROKER shall instruct Servicing Motor Carriers to obtain a delivery receipt from the consignee, showing the products delivered, condition of the shipment and the date and time of such delivery.

9. **NOTIFICATION OF ACCIDENTS OR DELAYS.** BROKER agrees to notify SHIPPER of any accident or other event of which BROKER is apprised and which prevents the motor carrier from making a timely or safe delivery.

10. **ASSIGNMENT/MODIFICATION/BENEFIT OF AGREEMENT.** This Agreement may not be assigned or transferred in whole or in part. This Agreement shall be binding upon and inure to the benefit of the Parties hereto.

11. **SEVERABILITY.** In the event that the operation of any portion of this Agreement results in a violation of any law, the Parties agree that such portion shall be severable and that the remaining provisions of this agreement shall continue in full force and effect.

12. **DISPUTE RESOLUTION.** This Agreement shall be deemed to have been drawn in accordance with the statutes and laws of the state of Ohio and in the event of any disagreement or dispute, the laws of Ohio shall apply and suit must be brought in Cincinnati, Ohio as each party specifically submits to the exclusive personal jurisdiction of such courts for disputes involving this Agreement.

13. **BROKER ENTITIES.** SHIPPER acknowledges and agrees that each broker entity listed above or appearing on the Rate Confirmation Agreement is a separate and distinct corporate entity, and that the use of this form of Terms and Conditions for independent transactions by any or all of the entities named above is merely a convenience for the applicable broker party to this Agreement. These Terms and Conditions are only applicable and enforceable by or against the SHIPPER and the broker party (or parties) actually performing under this Agreement. No joint or cross liability shall arise against, between or among the broker parties.

14. **COMPLETE AGREEMENT.** This Agreement constitutes the entire agreement of the Parties with reference to the subject matters herein, and may not be changed, waived, or modified except in writing signed by both Parties.

APPENDIX A



COMPREHENSIVE LOGISTICS.
SUPERIOR RESULTS.

Rate Confirmation Agreement

QUOTE # CLNT0001234

LOGIKOR, LLC
312 Walnut Street, Suite 1600
Cincinnati, OH 45202
Phone: 866-773-8400

SHIPPER:	Telephone:
ATTN:	Fax:
Date:	E-mail:
Rate Quote:	

Origin

Company Name:	Commodity:
City:	Quantity:
State/Province:	Weight:
Country:	

Destination

Company Name:	Commodity:
City:	Quantity:
State/Province:	Weight:
Country:	

LOGIKOR enters into this Rate Confirmation as a property broker and SHIPPER acknowledges and agrees that carriage of goods will be performed by third party motor carriers. This rate includes all stop-off charges, fuel surcharges, loading, unloading, etc. This rate cannot be changed, modified, or supplemented by reference to any other rates, rules, classification, schedule, or tariff. SHIPPER understands and agrees that this rate may be based on limitation of liability maintained by the underlying carrier.

We understand that this contract has been approved by a person authorized to do so. If any information is incorrect, please contact us by fax or telephone before executing the above contract.

* Confirmation must be signed and faxed or emailed to LOGIKOR before tendering load to LOGIKOR.

Booked by: _____

_____ BROKER _____ Date

_____ SHIPPER _____ Date

Authorized Representative

Your signature constitutes a contractual agreement between your company and Logikor. This individual shipment falls under the overall BROKER/SHIPPER Agreement signed by authorized representatives of both companies or, if such document has not been established, the SHIPPER/LOGIKOR Terms & Conditions found online at www.logikor.com.