



These Freight Broker Terms and Conditions (“T&C”) apply to all orders (each, an “Order”) that a customer (“you” or “Customer”) tenders to Stream Logistics, LLC, a Delaware limited liability corporation (“us,” “we,” or “Stream Logistics”) for the shipment of goods, packages, containers or any other items. These T&C supersede all previous terms and conditions and other prior statements concerning the rates, payment and other terms concerning Orders and shipments with us.

1. **Orders.** By submitting an Order to us, regardless if made verbally, electronically or by written request, you agree to these T&C for the Order and corresponding shipment(s). Customer agrees and will ensure that Customer’s authorized representatives only will tender Orders to us. Customer is liable for all charges related to an Order and its corresponding shipment(s). We reserve the right, in our sole discretion, to refuse any Order at any time.

2. **Role.** We are registered as a transportation freight broker with the Federal Motor Carrier Safety Administration (FMCSA) under docket number MC-788116, with offices at 6895 E. Camelback Rd., Suite 126, Scottsdale, AZ 85254. Customer acknowledges that we are not a “motor carrier,” “rail carrier,” “water carrier,” “freight forwarded,” “common carrier,” or “contract carrier” within the meaning of USC Titles 47 and 49. Instead, as a broker, we fulfill Orders by contracting with various freight carriers (each a “Carrier”) for the purpose of arranging for the transportation of Customer’s shipments. The selection of the Carrier to fulfill a particular Order will be at our sole discretion unless we otherwise agree in writing.

3. **Bills of Lading.** The Customer must use the Bill of Lading (“BOL”) generated by us for each Order. The Customer must timely and fully complete all appropriate documents required for carriage, in light of the services utilized, and the location of the pick-up/destination requested. In the event the Customer fails to timely and properly complete the appropriate documents and or a substitute BOL is needed to complete a shipment, (i) Customer automatically appoints Stream Logistics as the Customer’s attorney-in-fact with full authority to complete, correct, execute, and or replace the documents (and BOL, if applicable) required to complete the shipment, and (ii) we may, but are not required to, complete, correct, execute, and or replace such documents and or BOL. If a substitute form of BOL is needed to complete delivery of a shipment for any reason, the terms of the completed BOL will govern the particular Order and shipment only, and for such Order and shipment, we will have no liability to Customer or any third party. Unless Customer delivers to us a written objection to a BOL prior to the commencement of the shipment, the BOL will be deemed prepared by Customer (regardless if prepared by us or a third party on behalf of Customer), prepared pursuant to Customer’s instructions, and fully approved by Customer.

4. **Rates.** Rates for Orders are partially determined by the type of transportation that will be utilized.

- a. Less than Load (LTL) rates are based on the freight class as determined by the National Motor Freight Classification (NMFC) and are weight based.
- b. Truckload (TL) rates are based on Dock Door Pickup/Dock Door Delivery and Shipper Load/Consignee Unload and are mileage based. Additional fees may apply for particular charges including, Tractor Detention, Trailer Detention and Driver Assistance. Customer must tender this load to a Carrier at the agreed upon rate, or pay a “truck ordered, not used” penalty at cost.
- c. Air Freight rates are based on the greater of actual or dimensional weight. If an Air Freight shipment



contains oversize freight, additional charges and transit delays may apply.

- d. Van Line rates are based on mileage, weight (actual or density) and commodity/product type.
- e. Flatbed rates are based on transport equipment type, mileage and weight. If a shipment includes over-dimensional freight, additional charges and transit days may apply.

5. Determination of Charges. The Customer is responsible for all charges payable for Customer's shipment(s). Such charges may include transportation, fuel and other applicable accessororial charges, any charges made by the Carrier(s) after the shipment, and all duties, customs assessments, governmental penalties, fines and taxes. We will have no obligation to make any payments or honor any rate quotes in any of the following instances: (i) the unauthorized alteration or use of the BOL, or (ii) tendering of shipments to any Carrier other than that designated by us for the Order, or (iii) the use of any BOL not authorized or issued by us. We reserve the right to amend or adjust charges and to re-invoice the Customer in the following events: (a) if the original quoted amount was based upon incorrect information provided by the Customer; (b) if additional services by the Carrier were required; and or (c) if the Customer authorized the Carrier to perform the pickup, transportation and delivery functions other than contemplated by the BOL.

6. Transit Dates and Times. All transit dates and times are estimates only and do not include day of pickup. Pickup dates are not guaranteed. WE CANNOT GUARANTEE DELIVERY BY ANY SPECIFIC DATE OR TIME.

7. Guaranteed Services. Upon request, some of our LTL Carriers may provide guaranteed services for an additional charge. LTL delivery times generally do not begin to run until the day after the pickup of the shipment, except as otherwise noted by the selected Carrier. Guaranteed service transit times do not include holiday and/or "no service" days as defined by the individual Carrier. In the event of a Carrier's failure to comply with the guaranteed service requested, the Customer will have fourteen (14) days from the actual delivery date of shipment ("Claim Deadline") to deliver a written claim request to the Carrier or us. The Customer is solely responsible to timely provide all information required for a claim. If you submit the claim to us, we will forward the claim request to the Carrier but we will have no liability for any deficiencies in the delivery or processing of the claim. If you do not timely deliver a claim request by the Claim Deadline, the service provided by the LTL Carrier will be deemed to have met all guaranteed service standards and any claim request made after the Claim Deadline will be considered invalid and may be denied. In the event a Carrier fails to comply with the guaranteed service requested, accepts liability, and agrees to pay or reimburse Customer for a claim, subject to and upon receipt of funds from the Carrier, we will credit the Customer's account for the amount that we receive from the Carrier for the Customer's claim. In no event we will be liable for any claim, regardless if it is accepted or rejected by the Carrier. All claims request are between you and the Carrier.

8. Invoices and Payment. All charges are due fifteen (15) days from the invoice date (Net15). Any dispute by Customer of any charge listed on an invoice must be made in writing, specifically indicating the nature of the dispute, and delivered to us within fifteen (15) days from the date of the invoice. If you do not timely deliver an invoice dispute all charges will be conclusively presumed to be valid. All payments must be made in US dollars and delivered to the address stated on the invoice. All amounts past due will be subject to a monthly interest charge of 1.5% of the amount due. All funds received by us will be applied to the oldest (based on pick-up date) invoiced BOLs that have balances due. Overpayments, if any, do not accrue interest. By providing us with your credit card or bank account information, you authorize us to charge on such credit card or bank account all



amounts due on the applicable due date. In the event past due invoices are given to an attorney or collection agency for collection, Customer agrees to pay, in addition to the account balance, all interest payments, and collection costs (both before and after judgment), including reasonable attorney's fees, until the full balance is either paid or collected in full.

9. Credit Approval. The Customer authorizes us to perform all credit and background searches that we deem necessary. The Customer's right to place Orders and incur charges, and the amount of aggregate charges permitted, is subject to our ongoing credit review and approval. We may increase or reduce from time to time, in our sole discretion, the amount of charges that a Customer may incur during any time period.

10. Lien. By submitting an Order, you automatically grant us a lien on the shipment for all sums you owe us for both the Order and all other amounts due. You hereby authorize us to inform third parties of our lien on the shipment(s) and further authorize such third parties to hold, for our benefit, the shipment(s) against which we hold a lien.

11. Representations and Warranties. As a material inducement for us to accept an Order, Customer represents and warrants to both us and the designated Carrier(s) that: (i) in each event that Customer submits an Order, and at all times while a transport is being made, Customer will be in compliance with all applicable laws, rules, and regulations, including applicable laws relating to customs, import and export required by country to, from, through or over which the shipment may be carried; (ii) Customer will timely and fully furnish such information and complete and attach to the BOL such documents as are necessary to comply with all such laws; (iii) only authorized representatives of Customer, with the authority to act on behalf of and legally bind Customer, will be permitted to submit Orders and coordinate scheduling on behalf of Customer. We assume no liability for any loss or expense due to the failure of any of the representations or warranties set forth in this paragraph. Further, Customer will defend (with counsel selected by us), indemnify and hold us harmless for any claims, damages and losses that we may be subject to or incur related to or stemming from a failure of any of Customer's representations and warranties set forth in this paragraph.

12. Tariffs; Terms and Conditions of Carrier. In the event of a conflict in the terms of these T&C and an applicable tariff then in effect with the designated Carrier, between you and us, these T&C will apply to the Order and transport and will take precedence in the interpretation of Customer's and Stream Logistics' respective rights and obligations. We are not obligated to provide you a copy of a designated Carrier's tariffs or any of the information contained therein. Customer is responsible for requesting and reviewing tariffs in effect with the designated Carrier(s).

13. Limitations of Liability; Damages Cap. Customer agrees that we are not liable for any loss, damage, misdelivery or non-delivery caused directly or indirectly by: (i) the act, default or omission of a Carrier, the Customer or any other party who claims interest in the shipment; (ii) the nature of the shipment or any defect or damage therein; (iii) a violation by the Customer of any provision of this Agreement, the BOL, or the Carrier's tariff; (iv) improper or insufficient packing, securing, marking or addressing; (v) failure to observe any of the rules relating to shipments not acceptable for transportation or shipments acceptable only under certain conditions; (vi) acts of God, perils of the air, public enemies, public authorities, acts or omissions of customs or quarantine officials, war, riots, strikes, labor disputes, shortages, weather conditions or mechanical delay or failure of



vehicles, aircraft or other equipment; (vii) the acts or omissions of any person other than employees of Stream Logistics; or (viii) the selection of the Carrier for a particular shipment. Further, Customer agrees that we are not liable for negligent acts or omissions of our employees except to the extent that such actions or omissions constitute gross negligence. IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY THIRD PARTY, REGARDLESS OF THE FORM OF ACTION OR THEORY OF RECOVERY, FOR ANY (A) INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES; OR (B) LOST PROFITS, LOST REVENUES, LOST BUSINESS EXPECTANCY, BUSINESS INTERRUPTION LOSSES AND/OR BENEFIT OF THE BARGAIN DAMAGES. The aggregate liability of Stream Logistics to you or any third party for all claims and damages related to a particular Order and its corresponding shipment(s), whether based on an action in contract, equity, negligence, tort or other theory, will not exceed an amount equal to the total charges that Customer paid us for the subject shipment.

14. Insurance. As between you and us, the designated Carrier for a shipment will be solely liable for any damage to the items transported. From time to time we may recommend optional Shippers Interest Contingent Cargo Liability Insurance (“Third Party Insurance”), but we have no responsibility or liability with respect to the issuance of Third Party Insurance or in the denial or payment of any claims. The Customer will look solely to its own insurance, such as Third Party Insurance, a shipper’s policy, or insurance provided by the Carrier for damage to goods in transit. Each Carrier’s governing tariff will determine the standard liability cargo insurance coverage offered on any shipment, subject to any exception value. If the shipment contains freight with a predetermined exception value, as determined by the selected Carrier, the maximum exception liability will override the liability coverage otherwise provided by the tariff.

15. Claims. All freight cargo claims should be submitted directly to the Carrier or its insurer. If you submit the claim to us, we will forward the claim to the Carrier or its insurer as a courtesy but we will have no liability for any deficiencies in the delivery or processing of the claim. No claim for less than \$50 may be made for concealed damages to an item. We may assist in the resolution of claims but have no responsibility to do so and will have no liability for the claims. You agree and acknowledge that a claim for damages does not relieve you from paying us for the full amount due for the shipment. Timely payment to us for the shipment is a condition precedent to the processing and payment of a damage or insurance claim. Where a claim is submitted to a Carrier on behalf of Customer, we will automatically have a lien on any amounts payable to Customer from the claim to the extent of all amounts owed on Customer’s account with us. Accordingly, you hereby authorize and instruct the Carrier and or its insurer to issue payment directly to us, up to the amount owed on your account with us, for any sums payable to you for a claim. In such event, we may apply the funds received as payment on your account with us.

16. Disclaimer of Warranties. EXCEPT AS MAY BE EXPRESSLY PROVIDED IN THIS AGREEMENT, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO SHIPMENTS, WAREHOUSED GOODS, ITEMS IN TRANSIT OR DELIVERIES.

17. Disputes. The laws of the State of Arizona govern these T&C. You consent to the exclusive jurisdiction and venue of the Superior Court in and for the County of Maricopa in the State of Arizona in any claim or action arising out of, under or in connection with these T&C. If you or we bring a lawsuit to enforce any provision of



these T&C, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs incurred in connection with that litigation. You knowingly and voluntarily waive any and all right to a trial by jury in any action or proceeding arising out of, under or in connection with these T&C.

18. Successors; Assignment. These T&C will be binding upon and inure to the benefit of the respective heirs, personal representatives, successors and assigns of you and us, except that you may not assign, delegate or transfer any of Customer's obligations under these T&C without our prior written consent, which consent may be withheld at our sole discretion. We may assign, delegate or transfer these T&C by written notice to you.

19. No Third Party Beneficiaries. Nothing in these T&C will be interpreted so as to create any third party beneficiary status or rights in any other person.

20. Interpretation. These T&C will be interpreted in accordance with the plain meaning of its terms. If an ambiguity or question of intent or interpretation arises, these T&C will be construed as if drafted jointly by you and us and no presumption or burden of proof will arise favoring or disfavoring any party by authorship of any provisions of these T&C. You agree that the contents of these T&C are reasonable and necessary to protect Stream Logistics' legitimate business interests. In these T&C the singular includes the plural, and the plural the singular; words importing any gender include the other genders; references to "writing" include printing, email, typing, lithography and other means of reproducing words in a tangible visible form; the words "including," "includes" and "include" will be deemed to be followed by the words "without limitation."

21. No Waiver. The waiver of any provision of these T&C will neither operate nor be construed as a waiver of any subsequent breach. No failure to exercise, and no delay in exercising, any right, power, or privilege under these T&C will operate as a waiver.

22. Materiality; Timing. All covenants, agreements, representations and warranties made in these T&C are deemed to be material and to have been relied on by us in an accepting an Order and will survive the expiration of these T&C. The rights granted in these T&C are cumulative. Time is of the essence in the performance of the obligations under these T&C.

23. Severability. In case any one or more of the provisions contained in these T&C are, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect the other provisions of these T&C, and these T&C will be construed as if such invalid, illegal or unenforceable provision had never been contained in these T&C.

24. Further Assurances. You agree to execute (with acknowledgment or in affidavit form, if required) and return any further or additional instruments, and will perform any acts, which are or may become reasonably necessary to effectuate and carry out the purposes of these T&C, without the necessity of incurring any additional expense.

25. Entire Agreement; Amendments. These T&C contain the entire agreement between you and us with respect to the stated subject matter. No representations, promises, inducements or statements of intention have been made by you or us which are not contemplated by and embodied in these T&C, and neither you nor we will be bound by or liable for any alleged misrepresentation, promise, inducement or statement of intention not set



forth in these T&C. We may amend these T&C from time to time. The version of these T&C in effect at the time an Order is accepted by us will govern the Order and its corresponding shipment(s). We will notify you when we make changes to these T&C and will give you the opportunity to review and comment on the revised terms before you submit new Orders. You submitting a new Order, following notice of a change to these T&C, constitutes your acceptance of the amended T&C.

Dated September 12, 2016

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