

MANCO LOGISTICS CORP. -STANDARD TERMS AND CONDITIONS GOVERNING ALL SHIPMENTS

The following "Standard Terms" apply to all shipments by carriers engaged by Manco Logistics Corp ("Broker"). These Standard Terms shall supplement and are incorporated by reference into the Broker-Carrier Agreement and the Rate Confirmation between Carrier and Broker.

(A) Rates/FSC/Double Brokering

1. All charges, including fuel surcharge, are included in the rate stated on the Rate Confirmation. Late pick-up or delivery may result in a deduction of the agreed upon rate.
2. Carrier shall not transfer, sub-contract or double-broker this load. If Carrier does so in violation of this provision, Carrier acknowledges that Broker's damage would be difficult to quantify and agrees to pay Broker Five Thousand Dollars (\$5,000) plus reasonable attorney's fees as liquidated damages, such amount being a reasonable estimate of Broker's damage.
3. Carrier will be charged a nominal fee for any Comdata advance on any load. The fee is based on the Broker's rate schedule for such advances.

(B) Manco Logistics Corp Accessorial Rates and Procedures

4. Accessorial charges that will be honored are listed on the Manco Logistics Corp. Terms and Conditions, unless otherwise specified on the order's rate confirmation.

Detention: \$50.00 per hour after 2 hours, max \$200.00

Truck ordered not used: \$150.00

Layover: \$250.00

Additional stops after 1st stop: \$50.00 per stop

5. Any additional accessorial charges must be agreed to prior to acceptance of load. Failure to do so will result in carrier acceptance of the Manco Logistics rate.
6. Any charges for accessories must be invoiced by Carrier and received by Broker within five (5) days of delivery or Carrier waives the right to collect accessorial charges.
7. Detention approval is contingent on: (a) in and out times marked on bills and signed by shipper or consignee; and (b) Carrier's notice to Broker thirty (30) minutes prior to beginning of detention and Broker's written approval of the same, and (c) Carrier was on time to pick up/delivery. Failure to meet these requirements may result in no detention paid to the Carrier.

(C) Warranties of Carrier Compliance & Indemnification for Breach of Warranties

8. Carrier warrants and represents that it is in compliance with and will comply with all legal requirements governing its operations, drivers, and equipment including, but not limited to the following requirements set forth below (items D, E & F). Carrier agrees to indemnify and hold harmless Broker, Broker's customer, the shipper, and the consignee from any and all damages, losses, expenses, and penalties and any other liability (including reasonable attorneys' fees) arising from Carrier's breach of the foregoing and following warranties.
9. Carrier acknowledges and agrees that if cargo loss or damage occurs and Carrier is

responsible for such cargo damage or loss pursuant to Carmack amendment, Broker may offset or withhold payments otherwise due Carrier on the load with the claim and other loads up to the amount of such loss or damage.

10. Carrier agrees that Broker's charges to its customers are confidential and need not be disclosed to Carrier. Carrier waives any rights it may have under 49 CFR §371.3 or any related or successor law or regulation.

(D) Food Safety Modernization Act ("FSMA") and Sealed Loads - Warranty of Carrier Compliance

11. Carrier warrants and represents that it is in compliance with and will comply with all the requirements and delegable duties set forth in the Food Safety Modernization Act ("FSMA") including but not limited to: (a) The design and maintenance of transportation equipment necessary to ensure that food does not become unsafe or adulterated; (b) the maintenance of appropriate temperature control and the separation of product to prevent contamination; (c) the proper training of all carrier personnel in sanitary transportation practices and the documentation of such training; (d) the maintenance of written records and procedures and retention of records as required by FSMA.

12. Carrier warrants and agrees that where Carrier accepts the tender of a shipment specifying temperature control, Carrier shall be solely responsible for (a) assuring that it has appropriate directions (e.g., the appropriate temperature setting) prior to departure, (b) complying with the instructions regarding such temperature controlled shipments and (c) ensuring that the refrigeration units are fueled at all times. Any written shipper instructions to Carrier regarding temperature settings and other instructions shall control over any conflicting instructions contained in the Rate Confirmation.

13. Carrier warrants and agrees that with respect to shipments of food, pharmaceutical, cosmetic or other products subject to FSMA, where such shipments are sealed or required to be sealed at origin, if any such shipment arrives at destination with a broken seal and/or with evidence of tampering (including mismatched seal numbers), Broker or Broker's customer, in their sole discretion, may determine that the shipment may have been adulterated or rendered injurious to health and may reject the entire shipment or any portion thereof and Carrier shall be liable for the full value of such cargo together with reasonable destruction costs.

14. Carrier warrants and represents that its cargo insurance contains an endorsement insuring against the mechanical breakdown of such refrigerated, heated, or other temperature controlled equipment, reefer malfunction, lack of reefer fuel, or failure to set or maintain the appropriate temperature and against driver error.

(E) MAP-21 - Electronic Logging Devices ("ELDs")/Automatic Onboard Recording Devices (AOBRDs) - Warranty of Carrier Compliance

15. Carrier warrants and represents that it is in compliance with and to the extent applicable to Carrier that it will comply with all requirements and duties set forth in the Moving Ahead for Progress in the 21st Century Act ("MAP-21") including, but not limited to, MAP-21 mandates regarding (a) use of electronic logging devices (ELDs) or Automatic Onboard Recording Devices (AOBRDs) which meet the current specifications outlined in CFR §395.15 of the FMCSA regulations for Hours of Service (HOS); (b) the proper training of all carrier personnel in

proper use and familiarity with ELDs or AOBRDs to be used by carrier personnel and the documentation of such training; and (c) the maintenance of written records and procedures and retention of records as required by the MAP-21.

(F) California Air Resource Board ("CARB") - Warranty of Carrier Compliance

16. Carrier warrants and represents with respect to any shipments which are transported within the State of California that it is in compliance with and that it will comply with all requirements and duties required by California Air Resource Board ("CARB") including, but not limited to Carrier's warranties that: (a) all 53 foot trailers, including both dry-van and refrigerated equipment that it operates and the Heavy-Duty Tractors that haul them within California are in compliance with the CARB's Heavy-Duty Vehicle Greenhouse Gas (Tractor-Trailer GHG) Emission Reduction Regulations; and (b) all refrigerated equipment it operates within California is in full compliance with the CARB's Transportation Refrigerated Unit (TRU) Airborne Toxic Control Measure (ATCM) in-use regulations.

F. Cyber Security

17. Carrier shall indemnify and hold Broker and Broker's customer(s) harmless against all claims, liabilities, damages, losses, and judgments that arise out of any cyber theft, fraud, or other crime committed against Carrier. Further, Carrier will be responsible for any losses incurred by Carrier as a result of any cyber theft or crime committed against Carrier.