

CARRIER TERMS AND CONDITIONS

Sunset Transportation, Inc. ("BROKER"), is a Registered Property Broker, Lic. No. DOT-2214238 and MC-211084. BROKER arranges the transportation of shipments in interstate, intrastate, and foreign commerce ("Transportation Services") on behalf of its customers. Customers include, but are not limited to, shippers, consignees, and consignors. BROKER hires motor carriers, property brokers, freight forwarders, and other transportation providers (referred to individually as "CARRIER") to perform Transportation Services for BROKER's customers. All shipments are subject to the terms indicated on any individual Rate Confirmation as well as these Terms and Conditions. Conflicting terms between these Terms and Conditions and any executed Master Broker-Carrier Agreement between BROKER and CARRIER (collectively the "Parties") shall be resolved in favor of the executed Master Broker-Carrier Agreement. CARRIER may be a forwarder, broker, or non-traditional transportation provider, in which case these Terms and Conditions apply only to the extent reasonable according to CARRIER's particular scope of business and industry standards.

1. CARRIER REPRESENTS AND WARRANTS THAT IT:

A. Is a Registered Motor Carrier of Property authorized to provide transportation of property under contracts with shippers and receivers and/or brokers of general commodities and will maintain all financial responsibility required for such authorities to remain in full force and effect.

B. Is competent, capable, and qualified to perform Transportation Services in a safe and timely manner.

C. Makes the representations herein for the purpose of inducing BROKER to tender shipment(s) to CARRIER subject to these Terms and Conditions.

D. Shall transport all property tendered only under its own operating authority and subject to these Terms and Conditions.

E. Agrees BROKER is not a motor carrier, and a shipper's insertion of BROKER's name as the carrier on a bill of lading shall be for the shipper's convenience only and shall not change BROKER's status as a property broker nor CARRIER's status as a motor carrier.

F. Agrees BROKER has no motor carrier responsibility for cargo loss and damage.

G. Will not re-broker, co-broker, subcontract, assign, interline, or transfer the transportation of shipments hereunder to any other persons or entity conducting business under a different operating authority, without prior written consent of BROKER. CARRIER further agrees that, if CARRIER breaches this provision, among all other remedies (whether at equity or in law), BROKER shall have the right of paying the monies it owes CARRIER directly to the delivering carrier, in lieu of payment to CARRIER. Upon BROKER's payment to delivering carrier, CARRIER shall not be released from any liability to BROKER under these Terms and Conditions or otherwise, including any claims under MAP-21 (49 U.S.C. § 13901 et seq.).

H. Is in compliance with all applicable federal, state, and local laws relating to the provision of its services, including but not limited to: (1) implementation and maintenance of driver safety regulations and industry standard practices including but not limited to pre-hire qualification, driver training, controlled substance and alcohol testing, and hours of service regulations; (2) continuous training, oversight, and discipline of drivers to ensure compliance with applicable laws and regulations; (3) driver licensing and fitness regulations; (4) owner/operator lease regulations and agreements; (5) loading and securement of freight regulations; (6) implementation and maintenance of equipment safety regulations; (7) maintenance and control of the means and method of transportation including but not limited to performance of its drivers; (8) security regulations; and (9) all applicable insurance laws and regulations including but not limited to workers' compensation. CARRIER further agrees to provide proof of compliance upon request.

I. Is solely responsible for any and all management, governing, discipline, direction, and control of its employees, owner/operators, and equipment with respect to operating within all applicable federal and state legal and regulatory requirements to ensure the safe operation of CARRIER's vehicles, drivers, and facilities.

J. Agrees that all drivers to whom it dispatches shipments have, at the time of dispatch, adequate hours of service remaining to perform such transportation. CARRIER further agrees that the safe and legal operation of CARRIER and its drivers shall completely and without question govern and supersede any service requests, demands, preferences, instructions, and information from BROKER or BROKER's customer with respect to any shipment at any time.

K. Shall ensure its employees and contractors provide service in a professional and courteous manner at all times, with particular reference to interactions with BROKER'S customer(s) at the time of pickup and delivery.

L. Shall not otherwise communicate directly with BROKER'S customer(s) except when necessary for proper performance of Transportation Services, or when expressly agreed upon by BROKER.

M. Shall provide open and honest communication with BROKER throughout the performance of Transportation Services.

N. Will notify BROKER immediately if its federal operating authority is revoked, suspended, placed out of service, or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.

O. Does not have an "Unsatisfactory" or "Conditional" safety rating issued by the FMCSA, U.S. Department of Transportation, and will notify BROKER in writing immediately if its safety rating is changed to "Unsatisfactory" or "Conditional." CARRIER further agrees it shall cooperate with any BROKER requests for a corrective action plan or other information relevant to CARRIER'S safety rating. CARRIER further agrees and

understands BROKER retains the right to suspend or terminate any relationship with CARRIER if CARRIER fails to respond to BROKER's satisfaction or otherwise meet BROKER's expectations in the event of any safety- or customer service-related inquiries.

P. Authorizes BROKER to invoice CARRIER's freight charges to the shipper, consignee, or third parties responsible for payment. CARRIER further agrees to automatically assign to BROKER all its rights to collect freight charges from the shipper or any responsible third party on receipt of payment of its freight charges from BROKER.

Q. Has investigated, monitors, and agrees to conduct business hereunder based on the credit-worthiness of BROKER, and is granting BROKER credit terms accordingly.

R. Is in compliance with all applicable federal, state, and local laws relating to the transportation of hazardous materials, including but not limited to 49 C.F.R. §§171-177 and §397 et seq., to the extent applicable to CARRIER's provision of Transportation Services.

S. Shall, to the extent applicable to any shipments subject to these Terms and Conditions, remain fully compliant at all times with all sanitation, temperature, and contamination requirements for transporting food (human and animal), perishables, food additives, dietary supplements, and other products, including without limitation strict compliance with the Food Safety Modernization Act (21 U.S.C. § 2201, et. seq.) ("FSMA"), the Federal Food, Drug and Cosmetic Act (21 U.S.C. § 341, et seq.) ("FD&C Act"), the Sanitary Food Transportation Act (49 U.S.C. 5701, et seq.), the U.S. Food and Drug Administration's Final Rule on the Sanitary Transportation of Human and Animal Food (21 C.F.R. § 1.900, et seq.) and all applicable U.S. Department of Agriculture and Food Safety and Inspection Service regulations (collectively, the "Food Safety Laws"). This shall include, but not be limited to, all applicable personnel training, equipment maintenance, performance pursuant to shipper's written instructions, and document retention. CARRIER further warrants that it is experienced in transporting such products and accepts all risk of loss for failure to comply with any applicable laws, rules, and/or regulations. Upon request CARRIER shall provide evidence of the operation temperatures of Food Shipments maintained during the Transportation Services in a manner acceptable to BROKER and/or the shipper.

T. Is aware of the California Air Resource Board ("CARB") regulations and, to the extent applicable to any shipments warrants its compliance with the requirements of those regulations.

U. Shall, to the extent applicable to any shipments transported into, out of, through, or within the State of California, only utilize equipment which is in full compliance with the (i) CARB Heavy-Duty Vehicle Greenhouse Gas (Tractor-Trailer GHG) Emission Reduction Regulations; (ii) CARB Transport Refrigerated Unit (TRU) Airborne Toxic Control Measure (ATCM) and in-use regulations; and (iii) CARB Truck and Bus Regulation or On-Road Heavy-Duty Diesel Vehicles (In-Use) Regulation. Equipment shall include but not be limited to semi-trailers, containers, truck vans, shipping containers, railcars, and semi-tractors that haul them. CARRIER further agrees it shall be liable to BROKER for any penalties, or any other liability, imposed on, or assumed by BROKER due to penalties imposed on any third party because of CARRIER's use of non-compliant equipment.

V. Shall defend, indemnify, and hold BROKER and its officers, directors, agents, customers (including shippers), and employees harmless from and against all loss, liability, damage, claim, fine, cost or expense, including reasonable attorney's fees and court costs, arising out of or in any way related to its performance under or breach of these Terms and Conditions by CARRIER, its employees, subcontractors, or independent contractors (collectively, the "Claims"), including but not limited to, Claims for or related to: personal injury (including death), property damage, violation of applicable law, or employment status/benefits (including claims by governmental agencies for unemployment, income, other taxes, or workers' compensation); provided, however, CARRIER's indemnification and hold harmless obligations under this Section will not apply to any portion of such Claim caused by or resulting from the negligence or other wrongful conduct of BROKER.

2. BROKER RESPONSIBILITIES:

A. BROKER shall inform CARRIER of (1) place of origin and destination of all shipments; and (2) if applicable, any special shipping and handling instructions, special equipment requirements, or value of shipments in excess of the amount specified in Subsection 3(E)(vii) below, of which BROKER has been timely notified by the shipper.

B. BROKER agrees to pay CARRIER's invoice within thirty (30) days of receipt of the bill of lading or proof of delivery, provided CARRIER is not in default under the terms of this Agreement. The Parties agree BROKER is the sole party responsible for payment of CARRIER's charges. Failure of BROKER to collect charges from Shipper, Consignee, or its other customers shall not exonerate BROKER of its obligations to pay carriers.

C. BROKER shall maintain a surety bond /trust fund as agreed to in the minimum amount of \$75,000.00 and on file with the FMCSA in the form and amount not less than that required by that agency's regulations.

D. BROKER will notify CARRIER immediately if its federal Operating Authority is revoked, suspended, or rendered inactive for any reason.

E. The Parties agree BROKER's responsibility is limited to arranging for, but not actually performing, transportation of its customer's freight.

3. CARRIER RESPONSIBILITIES:

A. Subject to its representations and warranties in Section 1 above, CARRIER agrees to provide the necessary equipment and qualified personnel for the safe and lawful completion of Transportation Services required for BROKER and/or its customers. CARRIER will not supply equipment that has been used to transport hazardous wastes, solid or liquid, regardless of whether they meet the definition in 40 C.F.R. §261.1 et. seq. CARRIER will furnish equipment for transporting cargo which is sanitary and free of any contamination, suitable for the particular commodity being transported, and which will not cause in whole or in part adulteration of the commodity as defined in 21 U.S.C § 342.

B. CARRIER agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing, subject to the requirement of lawful performance provided in Section 1(J) above.

C. CARRIER shall not combine shipper's freight with any other freight, or transfer shipper's freight from one trailer to another, without the express written approval of BROKER. This shall include transferring shipper's freight to another motor carrier. When a trailer is sealed by the shipper, CARRIER shall not break, remove, tamper with, or otherwise alter a seal without the express written approval of BROKER except upon action by a public authority in which case the seal must be promptly replaced and documented. In the event shipper's freight is transferred for any reason, with or without express written approval of BROKER, both carriers shall be equally responsible for any damages noted at the time of delivery.

D. CARRIER shall sign a bill of lading, produced by the shipper or CARRIER in compliance with 49 C.F.R. §373.101 (and any amendments thereto), for the property it receives for transportation under these Terms and Conditions. Unless otherwise agreed in writing, CARRIER shall become fully responsible/liable for the freight when it takes/receives possession thereof, and the trailer(s) is loaded, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to CARRIER, and which responsibility/liability shall continue until delivery of the shipment to the consignee and when the consignee signs the bill of lading or delivery receipt. The bill of lading or any other shipping document shall serve only as a document of receipt. Failure to issue a bill of lading, or sign a bill of lading acknowledging receipt of the cargo, by CARRIER, shall not affect the liability of CARRIER. CARRIER agrees that any terms of the bill of lading (including but not limited to payment and credit terms, released rates, or released value), shipping document, tariff, terms and conditions, or other extra-contractual document issued by CARRIER and purportedly governing shipments tendered under these Terms and Conditions shall be void and without legal effect.

E. LOSS & DAMAGE CLAIMS:

(i) CARRIER shall comply with 49 C.F.R. §370.1 et seq. and any amendments and/or any other applicable regulations adopted by the FMCSA, U.S. Department of Transportation, for processing all loss and damage claims and salvage regardless of the jurisdiction of performance or the nature of commerce.

(ii) CARRIER shall not sell, salvage, or attempt to sell or salvage any goods without the BROKER's express written permission, which shall be permitted only in shipper's sole discretion.

(iii) CARRIER agrees any FDA-regulated product that has been transported or offered for transport under conditions that are not in compliance with the shipper's or BROKER'S instructions, as provided to CARRIER by the shipper or BROKER, will be considered "adulterated" within the meaning of the Federal Food, Drug, and Cosmetic Act, 21 U.S.C. § 342 (i). CARRIER understands and agrees that adulterated shipments may be refused by the consignee or receiver at destination without diminishing or affecting CARRIER'S liability in the event of a cargo claim. A broken seal is prima facie evidence of contamination of any FDA-regulated product, and CARRIER accepts liability for full value of cargo as well as any destruction and associated transportation costs subject to

defenses available under applicable law.

(iv) CARRIER's liability for any cargo damage, loss, or theft from any cause shall be determined under the Carmack Amendment, 49 U.S.C. §14706, regardless of the jurisdiction of performance or nature of commerce. In all events, CARRIER agrees to pay full invoice value of cargo as presented by BROKER's customer. CARRIER agrees and understands some of BROKER's customers may have cargo that must be destroyed, have no salvage value, and/or cannot be tendered to CARRIER regardless of any claim.

(v) CARRIER's indemnification liability (Section 1(U)) shall include BROKER's legal fees and expenses resulting from CARRIER's loss of or damage to shipments, which shall constitute special damages, the risk of which is expressly assumed by CARRIER, and which shall not be limited by any liability of CARRIER under any Subsections within this Section 3(E).

(vi) Notwithstanding the terms of 49 CFR 370.9, CARRIER shall pay, decline or make settlement offer in writing on all cargo loss or damage claims within ninety (90) days of receipt of the claim. Failure of CARRIER to pay, decline, or offer settlement within this ninety (90) day period shall be deemed admission by CARRIER of full liability for the amount claimed and a material breach of these Terms and Conditions.

(vii) CARRIER's liability for cargo damage, loss, or theft from any cause for any one shipment, under Subsection (iv) above shall not exceed \$100,000.00 unless CARRIER is notified by BROKER or the shipper of the increased value prior to shipment pick up. Exclusions within CARRIER'S policy does not remove CARRIER liability cargo claims.

(viii) CARRIER's cooperation with the resolution of any claim is a precondition to BROKER's payment on any underlying invoice.

F. CARRIER shall furnish BROKER with Certificate(s) of Insurance, or insurance policies providing thirty (30) days advance written notice of cancellation or termination, and unless otherwise agreed, subject to the following minimum limits: General liability \$1,000,000.00; motor vehicle (including hired and non-owned vehicles) \$1,000,000.00, (\$5,000,000 if transporting hazardous materials including environmental damages due to release or discharge of hazardous substances when so required under 49 C.F.R. §387.9); cargo damage/loss liability, \$100,000.00; workers' compensation with limits required by law. Except for the higher coverage limits which may be specified above, the insurance policies must comply with minimum requirements of the FMCSA and any other applicable regulatory state agency. CARRIER shall not utilize any equipment not covered under its aforementioned policies. Nothing in these Terms and Conditions shall be construed to avoid or limit CARRIER's liability due to any exclusion or deductible in any insurance policy, nor shall anything in this Section serve to cap CARRIER's liability in the event of claims or actions brought by third parties. CARRIER warrants there is no provision in its policies of insurance limiting coverage for Transportation Services to an amount less than the aforementioned limits, whether due to equipment type, cargo type, driver negligence, equipment securement, cargo securement, or any other reason.

G. CARRIER assumes full responsibility and liability for its employment- and personnel-related obligations under applicable law including payment of all applicable federal, state, and local payroll taxes, taxes for unemployment insurance, old age pensions, workers' compensation, social security, with respect to persons engaged in the performance of its Transportation Services hereunder. BROKER shall not be liable for any of the payroll-related tax obligations specified above, and CARRIER shall indemnify, defend, and hold BROKER harmless from any claim or liability imposed or asserted against BROKER for any such employment- or personnel-related obligations or liabilities.

H. CARRIER shall invoice BROKER for CARRIER's charges, as mutually agreed in writing in a rate confirmation sheet, carrier confirmation sheet, or load confirmation sheet (collectively the "confirmation sheet") incorporated herein by this reference. Carrier shall not invoice BROKER for any amount in excess of that indicated on the confirmation sheet without prior written agreement of BROKER. Rates or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, tariff rates, released rates or values, or tariff rules or circulars, shall only be valid when their terms are specifically agreed to in a writing signed by both Parties. CARRIER hereby waives any actual or constructive lien it has or may have on any shipment tendered under these Terms and Conditions.

I. CARRIER shall not accept any direction or request for diversion or reconsignment except as may be provided by BROKER or the respective shipper. In the event of a refused or undeliverable shipment, CARRIER shall immediately notify BROKER and await direction for completion of the shipment. CARRIER's liability as a warehouseman shall not begin until the respective shipment is placed into storage upon the express direction from BROKER or the respective shipper.

J. CARRIER shall immediately notify BROKER in the event of a vehicular accident, action by public authority, or similar adverse incident affecting the timely performance of the Transportation Services, and shall provide complete information and cooperation to BROKER as may be required for completion of the impacted shipments.

4. MISCELLANEOUS:

A. INDEPENDENT CONTRACTOR: The relationship of the Parties to each other shall at all times be that of independent contractors. None of the terms of these Terms and Conditions, or any act or omission of either Party shall be construed for any purpose to express or imply a joint venture, partnership, principal/agent, fiduciary, or employer/employee relationship between the Parties and/or any employee or agent of the Parties. Each Party shall provide sole supervisions and shall have exclusive control over the actions and operations of its employees and agents used to perform its services hereunder. Neither Party has any right to control, discipline, or direct the performance of any employees or agents of the other Party. Neither Party shall represent to any party that it is anything other than an independent contractor in its relationship to the other Party.

B. NON-EXCLUSIVE AGREEMENT: CARRIER and BROKER acknowledge and agree that these Terms and Conditions do not bind the respective Parties to exclusive services to each other. Either Party may enter into similar agreements with other carriers, brokers, or freight forwarders.

C. INTRASTATE CARRIERS: The provisions of these Terms and Conditions shall apply equally to any carrier operating only with intrastate authority pursuant to a State agency, regardless of any reference incorporated herein to federal law.

D. WAIVER OF PROVISIONS:

(i) Failure of either Party to enforce a breach or waiver of any provision or term of these Terms and Conditions not be deemed to constitute a waiver of any subsequent failure or breach, and shall not affect or limit the right of either Party to thereafter enforce such a term or provision.

(ii) These Terms and Conditions are for specified services pursuant to 49 U.S.C. §14101(b). To the extent that terms and conditions herein are inconsistent with Part (b), Subtitle IV, of Title 49 U.S.C. (ICC Termination Act of 1995), the Parties expressly waive any or all rights and remedies they may have under the Act.

E. DISPUTES:

(i) In the event of a dispute arising out of these Terms and Conditions, including but not limited to Federal or State statutory claims, recourse shall be to arbitration or litigation as selected by BROKER.

(ii) If BROKER selects arbitration, BROKER may select at BROKER's sole discretion 1) American Arbitration Association (AAA), 2) Transportation ADR Council, Inc. (ADR), or 3) DRC (Fruit and Vegetable Dispute Resolution Corp) for fresh produce related claims. Arbitration proceedings shall be started within eighteen (18) months from the date of delivery or scheduled date of delivery of the freight, whichever is later. Upon agreement of the Parties, arbitration proceedings may be conducted outside of the administrative control of the AAA, ADR, or DRC. The decision of the arbitrators shall be binding and final, and the award of the arbitrator may be entered as judgment in any court of competent jurisdiction. The rationale and reasoning of the decision of arbitrator(s) shall be fully explained in a written opinion. The prevailing Party shall be entitled to recovery of costs, expenses, and reasonable attorney fees as well as those incurred in any action for injunctive relief, or in the event further legal action is taken to enforce the award of arbitrators. Arbitration proceedings shall be conducted at the office of the AAA, ADR, or DRC nearest St. Louis, Missouri, or such other place as mutually agreed upon in writing, or by conference call or video conferencing upon agreement of the Parties, or as directed by the acting arbitration association. Provided, however, either Party may apply to a court of competent jurisdiction for injunctive relief. Unless preempted or controlled by federal transportation law and regulations, the laws of the State of Missouri shall be controlling notwithstanding applicable conflicts of laws rules. The arbitration provisions of this Section shall not apply to enforcement of the award of arbitration.

(iii) If BROKER selects litigation, proceedings shall be started within twenty-four (24) months from the date of delivery or scheduled date of delivery of the freight, whichever is later. The prevailing Party shall be entitled to recover costs, expenses, and reasonable attorney fees, including but not limited to any incurred on appeals. Venue, controlling law, and jurisdiction in any legal proceedings shall be in the state and federal courts in and for St. Louis County, Missouri, and CARRIER waives any objects to such venue.

F. NO BACK SOLICITATION: Unless otherwise agreed in writing, CARRIER shall not knowingly solicit freight shipments (or accept shipments) for a period of twelve (12) month(s) following termination of this agreement for any reason, from any shipper, consignor, consignee, or other customer of BROKER first introduced to CARRIER by BROKER, when such shipments of shipper customers were first tendered to CARRIER by BROKER. In the event of breach of this provision, BROKER shall be entitled, for a period of twelve (12) months following delivery of the last shipment transported by CARRIER under these Terms and Conditions, to a commission of five percent (5%) of the gross transportation revenue (as evidenced by freight bills) received by CARRIER for the transportation of said freight as liquidated damages. Additionally, BROKER may seek injunctive relief and in the event it is successful, CARRIER shall be liable for all costs and expenses incurred by BROKER, including but not limited to, reasonable attorney's fees.

G. CONFIDENTIALITY:

(i) In addition to Confidential Information protected by law, statutory or otherwise, the Parties agree that all of their financial information and that of their customers, including but not limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements shared or learned between the Parties and their customers, shall be treated as Confidential, and shall not be disclosed or used for any reason without prior written consent.

(ii) In the event of violation of this Confidentiality Section, the Parties agree that the remedy at law, including monetary damages, may be inadequate and that the Parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating Party from further violation of these Terms and Conditions in which case the prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.

H. MODIFICATION: These Terms and Conditions and any exhibit(s) attached may not be amended, except by mutual written agreement. Should CARRIER attempt to modify any provision of these Terms and Conditions, whether in handwritten form, modified text, or otherwise, such amendment shall not be effective, unless BROKER has initialed such change in close proximity thereto evidencing BROKER's specific acceptance of such modification.

I. NOTICES:

(i) All notices provided or required by these Terms and Conditions shall be made in writing and delivered, return receipt requested, to the addresses of each entity as indicated in FMCSA or FMC records.

(ii) The Parties shall promptly notify each other of any claim that is asserted against either of them by anyone, arising out of the Parties performance of these Terms and Conditions.

J. CONTRACT TERM: These Terms and Conditions shall apply to any individual shipment as described in the introductory paragraph on page 1 and shall survive as long as any issues related to the individual shipment remain unresolved.

K. SEVERANCE: SURVIVAL: In the event any of these Terms and Conditions are determined to be invalid or unenforceable, no other terms shall be affected and the unaffected terms shall remain valid and enforceable as written.

M. FORCE MAJEURE. In the event either Party is prevented from performing its obligations under these Terms and Conditions because of an occurrence beyond its control and arising without its fault, negligence, or breach of any other provision of these Terms and Conditions, including without limitation, war, riots, rebellion, acts of God, acts of lawful authorities, fire, strikes, lockouts, or other labor disputes, such failures to perform (except for any payments due hereunder and as agreed upon prior to the Force Majeure event) shall be excused for the duration of such occurrence. Economic hardships, including but not limited to, recession and depression, shall not constitute Force Majeure events.

N. ENTIRE AGREEMENT: Except as described in the introductory paragraph on page 1 above, these Terms and Conditions contain the entire understanding of the Parties and supersede all verbal or written prior agreements, arrangements, and understandings of the Parties relating to any individual shipment.