

TForce Ground/Air Terms, Conditions, and Tariffs

SCOPE - TForce Worldwide Inc., aka TFWW, aka TForce, is a USDOT, FMCSA registered Motor Carrier and a Freight Forwarder carrier that provides Third Party (3PL) logistics carrier services as a freight forwarder that holds a property bond required by FMCSA of all freight forwarders. TFWW is a Delaware corporation with its principal place of business in Bolingbrook, Illinois. TFWW satisfies 49 USC 13710(a)(1) by making its terms and conditions available upon request. Although not obligated to do so, TFWW satisfies "Publishing" under 49 USC 13703 by allowing any party to access its Terms and Conditions at TFWWI.com.

TForce makes arrangements on behalf of its customer/shipper by binding them directly to independent transport and service providers over receipts and bills of lading contracts on a per load basis. TForce, on behalf of its customer/shipper pays all of the transport related services without offset, adds its service fee, grants a credit period, then submits its invoice that is required to be paid without offset by the end of the credit period. TForce maintains binding freight tariffs, which includes its terms and conditions for its services, a copy of the rate, basis of rates, classifications, rules, and practices that are immediately provided upon any shipper's request.

Although TForce will cooperate, if the customer/shipper wishes to contest billed invoices it must resolve same with the party that TForce paid on the customer's/shipper's behalf. Contesting of freight charges are separate relief procedures initiated by shippers, pursuant to 49 USC 13710 and as described in clause 22. TForce invoices cannot be offset when said charges become due.

TFWW makes freight forwarding arrangements on behalf of customers/shippers by retaining third-party transport carriers that have a direct relationship with the customer/shipper. Those third parties include transport carriers, forwarders, warehousemen, and any third party retained by TFWW on behalf of the customer that is entrusted to perform freight carriage activity including but not limited to handling, pickup, crating, rigging, delivery, and storage. TFWW, on behalf of customers/shippers, pays the customer's/shipper's parties that provided services, including the transport carrier charges, transport industry assessed accessorial charges, auxiliary charges, detention and demurrage charges, passage through and related customs, costs, port charges, federal security costs, etc. TFWW adds its service charges and bills the

customer/shipper a TFWW invoice for all the transport services provided. When TFWW pays the third-party transport contractors charges, it becomes the “holder” of the Bill of Lading, pursuant to 49 USC 80101 (4) which is a subsection of the Bill of Lading Act of 49 USC 80101-80116. This obligates the customers/shippers to pay the TForce billed invoice without offset which includes what TForce paid the transport carrier and all other auxiliary third-party contractors’ charges.

The onus is upon the customer/shipper who serves as an agent for all load related shippers, to inform all shippers of the binding contractual freight arrangements made on behalf of all shipper beneficiaries. Pickup and delivery of freight affirms this relationship, whereby all shipper beneficiaries are unjustly enriched if the carrier’s charges are not paid. TFWW maintains non-published freight tariffs that include the Bill of Lading Contract and its TFWW contractual Terms and Conditions binding upon all shippers. TFWW or the transport carrier issues the Bill of Lading or a Receipt to the consignor and consignee, pursuant to 49 USC 14706 and 49 CFR Part 1035. After delivery, TFWW issues an invoice with a 15-day credit period. The customer is obligated to submit payment in full, without offset, to TFWW by the end of the 15-day credit period. In the event that another claim arises, such as lost freight, freight damages, or contested invoiced amounts, they are addressed separately under federal statutes and regulations referenced within this document.

DEFINITIONS - TFWW means its affiliates, subsidiaries, agents, or representatives. Customers shall mean customer and customer means customers. A shipper means shippers and shippers mean shipper. A customer means a shipper and a shipper means a customer. Shipper also means all the “ship from”, “ship to”, “bill to” parties, and “the owners” of freight if other than the consignor and consignee. Shipper also means all shippers defined at 49 USC 13102 (13)(A)(B)(C)(D). A shipper means a third-party bill to broker at 49 USC 13102 (13)(D). A shipper retained broker is a shipper, pursuant to the Agent Principal Legal Doctrine. A broker is an agent representing all load related shippers. Customers and shippers also means importers, exporters, secured parties, buyers, sellers, as well as shipper agents, shipper brokers, shipper bill to’s, party of destination aka consignee, party of origin aka consignor, and owners of freight. Bill to’s also include warehouses, transloaders, and storage facilities. The Bill of Lading/Receipt applies to any common carrier. A “waybill” is an air bill of lading that serves the same purpose as a Bill of Lading. A carrier means a motor carrier, a water carrier, and a freight

forwarder; 49 USC 13102 (3). A freight forwarder is a motor carrier; 49 USC 14706 (a)(2).

A freight forwarder under 49 USC 13102 (8)(B)(C), assumes responsibility to arrange for the customer's transportation from the place of receipt to the place of destination and retains transport carriers on behalf of the customers and shippers for any part of the destination route. Tariffs are Federal Statutes and regulations that govern the transfer of freight over Receipts or Bills of Lading. Exceptions are private "contracts for carriage" that are mutually signed agreements that run only between two parties, as defined at 49 USC 14101 (b)(1), that includes the element of waiving specified cited federal statutes and are governed by state contract law. Contracts for carriage include terms and conditions created and issued by a shipper or a broker that is accepted by a carrier.

STATUTORY AUTHORITY - Part of The Federal Body of Law that applies, but not limited to, is 49 USC 101-80504. Federal statutes and federal regulations apply to any freight load shipped over an issued Receipt or Bill of Lading that are deemed per load contracts; see 49 USC 14706 and its Regulation of 49 CFR Part 1035 "Bills of Lading", amended 2/23/2016. This includes interstate transport and intrastate transport, pursuant to 49 USC 14501 that excludes highway safety requirements regulated by state statutes. As to any transport carrier issued Bills of Lading or Receipts, the TFWW Terms and Conditions apply to the TFWW issued Bill of Lading. The TFWW Terms and Conditions, aka "Tariffs", are the binding contractual elements of the BOL's/Receipts which satisfy 49 USC 13710 (a)(1), as these Tariffs are maintained by TFWW and are made available upon any shipper's request, aka a "Request and Disclose" tariff statute. A customer/shipper issued Bill of Lading and its terms are not binding upon the transport carrier or TFWW, and only serves as a manifest and proof of pickup and delivery. TFWW Terms and Conditions supersede and waive the shipper issued Bill of Lading/Receipt terms and conditions. Pursuant to 46 USC 14706 and 49 CFR Part 1035, only the carrier issues Bills of Lading apply as it is the carrier/freight forwarder providing the transport service.

TFWW Terms and Conditions are applicable to freight carried over carrier BOL's and its Terms and Conditions, which include non-published, maintained statutory tariffs, that need be only disclosed "upon any shipper's electronic or written request"; see 49 USC 13710 (a)(1), aka "Request/Disclosure Tariff". Disclosure is automatically satisfied when TFWW provides access of its Terms and Conditions at its website. Disclosure by TFWW

includes a written or electronic response to an electronic or written quote request from a shipper as to the “basis of rate, classification, rules, and practices applicable to a shipment”; 49 USC 13710 (a)(1). TFWW is a motor carrier and freight forwarder that transports freight under Receipts and Bills of Lading, pursuant to 49 USC 13102 (3), 49 USC 13903 (d), 49 USC 13906 (c), 49 USC 13906 (c), 49 USC 14706 (a)(2), 49 USC 14706 (c)(1)(B).

The electronic or written quote reply provided by TFWW includes the customer acquired quotes and customer generated booked loads created by the customer/shipper at the TFWW “Connect” interactive internet platform. The onus is entirely upon the customer/shipper to “obtain and retain” all “Connect” booked quote related documents from TFWW while at the “Connect” site. All other freight basis of rates documents, such as Bill of Lading load copies and Receipts, are provided to the customer at pickup and delivery. TFWW invoices are billed to the customer that is granted a 15-day credit period, pursuant to 49 USC 13707 (b)(1), that is the statutory authority for 49 CFR 377.203 “Extension of Credit to Shippers”. This regulation increases the scope of liability for payment of the freight charges to include all shippers if the freight charges have not been paid by the “bill to” party by the end of the credit period; 49 CFR 377.203 (a)(1)(i)(ii)(2). Contesting of Invoices and practices of the carrier require conditions precedent requirements that the shipper must satisfy. An option the shipper may choose is to submit documents it requested from TFWW and present same before the Board for a determination if the charges should be paid. Whether this option is chosen or not, suit must be filed in court within 180 days of the invoice date, pursuant to 49 USC 13710 (a)(1), 13710 (a)(2), and 13710 (a)(3)(B). If loads are booked and shipped without requesting, obtaining, and retaining quotes, Terms and Conditions, or any basis of rate, then TFWW must be paid in full as billed, without offset by the end of the credit period to preserve the customer’s/shipper’s rights to contest the TFWW charges within 180 days of the invoice date.

As to carriers that grant credit to shippers, the statute of 49 USC 13707 (b)(1) together with its regulation of 49 CFR 377.203, “Extension of Credit to Shippers” applies. Regulation 49 CFR 377.203 encompasses and addresses all the freight payment terms of a carrier that grants credit.

Only federal bodies of law apply to freight shipped over BOLs, Receipts, and Waybills. A cargo damage or lost freight claim is an isolated separate procedure that requires the transport carrier and the claimant to satisfy all the elements of 49 CFR Part 370.

Any customer/shipper that hires a broker to make freight arrangements with TFWW is not only an agent for the said shipper, but also an agent of all the shippers, binding themselves and the other load specific shippers to TFWW's Terms and Conditions. All the requirements of 49 CFR Part 371 "Brokers of Property" must be satisfied by the shipper broker or the shipper that made the freight arrangements with TFWW. TFWW is a registered Motor Carrier and a Freight Forwarder, that is both a receiving and delivering carrier that moves freight over another carrier's Bill of Lading, pursuant to 49 USC 14706 (a)(2). TFWW is a carrier which means it is also a motor carrier, water carrier, and Freight Forwarder; see 49 USC 13102(3) and 49 USC 14706 (a)(2).

Issued Bills of Lading contracts under 49 CFR Part 1035, "Bills of Lading" include Appendix A and Appendix B that are federal imposed regulations in addition to TFWW's "Contract Terms and Conditions". The statutory authority for 49 CFR Part 1035 is 49 USC 14706, "Liability of Carriers under Bills of Ladings/Receipts". TFWW is registered with FMCSA as a Motor Carrier and satisfied the property bond requirement that allows it to also conduct business both as a freight forwarder and a registered Motor Carrier; see 49 USC 13903 (d) and 13906 (a)(1), (c).

CREDIT PERIOD

1. TFWW grants a credit period of 15 days, starting after freight is unconditionally delivered to destination. If the charges are not paid by the end of the credit period, all the customers/shippers become jointly and severally liable for payment of TFWW's charges; 49 CFR 377.203 (a)(1)(i)(ii)(2). The customer/shipper acts as an agent binding liability upon all other load related shippers, as to its or the acts of a shipper's broker. A shipper or a shipper broker is an agent representing all customers/shippers as beneficiaries of transported freight. TFWW, as a carrier that grants a 15-day credit period, pursuant to the federal statutes and federal regulations referenced herein, and is entitled to recover interest, collection costs, and attorney fees "when expressed as a percentage of the charges" that are past due and payable; 49 CFR 377.203 (g)(1)(i). Words of "FOB", "collect", "prepaid", "section 7", "COD", etc. are not applicable; as these payment terms

require carrier's freight charges to be paid "before delivery" or "before departure at destination". Extending a credit period means payment occurs "after departure" from destination and after the subsequent 15-day credit period expires. If the carrier charges are not paid by the end of the credit period, payment liability is expanded to include all shippers at 49 CFR 377.203 (a)(1)(i)(ii)(2); note the italicized and plural word of "Shippers" as stated for effect in this subsection.

PREPARED SHIPMENTS, CLASSIFICATIONS, AND SPECIFICATIONS

2. The customer/shipper prepares the shipments and TFWW retains the transport carrier on behalf of all customers/shippers. The customer/shipper provides freight load specifications to TFWW and agrees that it is liable for any data errors, including classifications, weight, load, count, dimensions, height, length, width, including supports, frames, pallets, skids, packaging, etc. Information provided by customer/shippers are subject to validation by the transport carrier at pick-up. The customers/shippers agree that the transport carrier, upon arrival at origin, has sole discretion of determining freight specification errors, upon which the customer/shipper will be billed extra accessorial charges or surcharges as a part of the original charges initially billed or quoted. As the customer has a choice to employ another carrier, the customer/shipper, by tendering the load to the transport carrier, constitutes acceptance of the subsequent added billed charges as originally billed charges that must be paid by the end of the TFWW credit period without offset or delay.

PACKAGING, LOADING, AND UNLOADING LIABILITY

3. The customer/shipper certifies that shipment tendered to TFWW is packaged to withstand the rigors of transportation. The customers/shippers are responsible for "shipper, weight, load and count" at origin and at destination; see 49 USC 80113 "Bill of Lading – Improper Loading". Improper loading includes damage caused by loading or unloading equipment evidenced by forklift prongs, other puncture-like marks, carton tears, and carton indentation that could be caused by freight handlers. As to any cargo damage claims, the customer/shipper can only look to the transport carrier for relief who is only liable for resulting damages if the freight transport driver caused a collision verified by a traffic safety enforcement report. The customers/shippers are responsible for all rigging and load shift damages while in transit.

The customer/shipper must also ensure each package is legibly marked and all old labels, tags, or markings removed prior to tendering the shipment; otherwise, the customer/shipper is liable for any extra costs assessed or inconvenience caused by improper labeling, etc. Any property damage caused by handling must be adequately protected and packaged and marked in such a way to alert TFWW transport carrier contractors, and other retained third parties. Said shipped freight must bear the appropriate labels, such as "Fragile", "Handle with Care", etc. Under no circumstances shall the company be liable for any loss or damage to external shipping containers. A shipment without delivery receipt notations of damage is deemed a clear delivery, and prima facie evidence of the shipment having received ordinary care in handling. All damaged product, its manifest, original packaging, and required photographs of the damage must be retained by the consignee until the claim is resolved. Failure to do so nullifies any damages claimed.

QUOTES AND THE CONNECT SITE

4. The terms and conditions of use of the TFWW "Connect" site are part of these Terms and Conditions. The onus is upon the customer/shipper to retain in writing, while at the "Connect" site, by printing out all booked quotes that are direct line quotes, excluding surcharges and accessorial charges, for comparison to the subsequently TFWW billed invoices. TFWW Terms and Conditions apply to the "Connect" site user that includes booked quotes created by the customer/shipper at the "Connect" interactive platform webpages. Usernames and passwords are required to enter the "Connect" site. It is the sole responsibility of customers/shippers to retain and print booked freight information generated at "Connect" that are necessary conditions precedent elements required of the shippers if any TFWW "Connect" billing is contested. Customers/shippers are liable for all billed charges if any other party gains access to the "Connect" site. Customer agrees that passwords and usernames will only be communicated to parties it authorizes to use the "Connect" site. If a load is tendered by the shipper without obtaining a quote, the TFWW invoice is binding and must be paid in full at the end of the credit period. Separate quotes for accessorial charges and surcharges are available upon request.

BINDING TERMS AND CONDITIONS

5. TFWW binding Terms and Conditions, as referenced herein, and at 49 USC 13710 (a)(1), are applicable to the “other than the non-contiguous trade”. “Non-contiguous trade” means intrastate transport within Alaska, Hawaii, and the US territories. “Other than the non-contiguous trade” means the 48 contiguous states; see 49 USC 13710 (a)(1) that applies to and is articulated within 49 USC 14706, “Liability of Carriers under Receipts and Bills of Lading”. 49 USC 14706 applies to Bills of Lading/Receipt Contracts issued by common carriers within the 48 contiguous states. TFWW makes its terms, conditions, and tariffs available upon any shipper’s request; 49 USC 13710 (a)(1). This statute is a “Request and Disclose” maintained carrier tariff which is the only requirement necessary for same to be binding upon all shippers.

The statutory authority for 49 CFR 1035 Bills of Lading is 49 USC 14706. The Federal Regulation of 49 CFR Part 1035 Appendix B, Sections 1-10 apply as does Appendix A Part 1035 (a), which specifies all common carriers are required to issue Bills of Lading/Receipts. Appendix B Section 1 states that except in the case of negligence by the carrier, the carrier is not liable for loss, damage, or delay. Appendix B Section 5 allows a carrier to stipulate freight liability damage limits, also stated at 49 USC 14706 (c)(1)(A). Appendix B section 7 specifies the owner, consignor, and consignee are liable for payment of the freight charges and all other lawful charges. Appendix B Section 4 specifies upon arrival at port, if the consignee fails to take steps to timely remove freight from the port, then the consignee is responsible for all subsequent costs of penalties, storage, etc. paid under carrier discretion. Appendix B Section 9 specifies that if property is carried by water over any route and damages occur, the carrier (TFWW) is not liable for any loss while in possession of the vessel. Booking any loads, including “Connect” or load pickup or delivery, also constitutes acceptance of TFWW’s terms, conditions, and tariffs.

Unless prohibited or superseded by federal law, these Terms and Conditions of this tariff document apply to TFWW ground, ocean, and air terms and are applicable to the movement of freight from origin to final destination. A state may not enact or enforce a law, regulation, or other provision, having any effect upon price, route, or service of a freight forwarder providing ground, air, or water transport services. This includes transportation provided on behalf of a freight forwarder or transport carrier that uses an

air carrier that provides direct air cargo transport services; see 49 USC 41713. As to intrastate ground, air, or water travel within the 48 contiguous states, federal authority prevails as to price quote, service, or route; see 49 CFR 41713 and 49 CFR 14501. A state cannot enforce any law, rule, regulation, or other provision relating to intrastate/interstate rates, intrastate/interstate routes, or intrastate/interstate services. Federal law cannot restrict the safety regulatory authority of a state with respect to highway safety.

TFWW Terms and Conditions and billed invoices are binding upon the customer/shipper if freight is tendered absent of any written or electronic reply from TFWW. If TFWW inadvertently fails to respond electronically or in writing to a customer/shipper request, the shipper has the option of choosing another carrier to transport a shipment prior to dispatch.

INTERMEDIARIES AND SHIPPER BROKERS

6. TFWW does not employ or allow property brokers or other customer/shipper intermediaries to represent TFWW. A shipper, customer agent, or shipper broker including a “bill to” party, or any other intermediaries are not authorized to represent TFWW or collect freight charges on TFWW’s behalf. TFWW will invoice the customer, or the customer’s/shipper’s broker or intermediary, reserving the right of legal recourse to legally pursue all shippers, customers, and brokers as granted under the federal regulation of 49 CFR 377.203 whose statutory authority is 49 USC 13707 (b)(1). Payment sent to a place not specified on the TFWW invoice, or if payment is sent to an intermediary, or to the transport carrier, then payment is at the customer’s/shipper’s risk and does not mean payment has been made to TFWW. Any “bill to”, including a broker or shipper that makes freight arrangements that must comply with 49 CFR 371 “Brokers of Property”. TFWW has relationships with non-broker independent companies that earn commissions from TFWW for booked loads on behalf of TFWW.

THE EXTENSION OF CREDIT APPLIES TO ALL SHIPPERS

7. Terms of “prepaid”, “section 7”, “collect”, “COD”, and “FOB” are payment terms whereby the carrier has been paid before or prior to destination departure. If a credit period is not granted, and if the freight charges have not been paid, then the carrier may confiscate the

freight at destination and auction off the load for payment of the freight charges. In exchange for unconditional delivery to final destination, the Federal government created 49 CFR 377.203 (a)(1)(i)(ii)(2) for credit granting carriers and freight forwarders expanding liability to pursue all load related shippers if the charges are not paid by the invoiced party by the end of the credit period. Non-credit terms are null and void as to a carrier that grants a credit period. 49 CFR 377.203 defines applicable credit granting payment terms of a "credit period", "interest", "collection cost", "attorney fees", payment without delay, and terms and conditions applicable to the carrier issued BOL's/Receipts. Pursuant to the statute authority of 49 USC 13707 (b)(1) and its regulation of 49 CFR 377.203, when a carrier (includes a freight forwarder by carrier definition at 49 USC 13102 (3)) that grants a credit period the customer/shipper must pay the freight charges at the end of the credit period. Federal statutes and regulations specify the unpaid carrier that granted a credit period has the right to expand legal recourse to recover from unpaid freight charges from all shippers, together with interest, collection costs, and attorney fees. All the shippers include the "ship from", consignor, "ship to", consignee, "bill to", "shipper broker", "owners of freight" and as defined at 49 USC 13102 (13)(A)(B)(C)(D).

JOINT LIABILITY, SEVERAL LIABILITY AND SECTION 7

8. Consideration of TFWW granting a credit period to all customers/shippers and beneficiaries thereof, if TFWW charges are not paid in full by the of the credit period, all customer/shippers, including those defined at 49 USC 13102 (13)(A)(B)(C)(D), become jointly and severally liable; 49 CFR 377.203 (a)(1)(i)(ii)(2). Any signed or initiated Section 7 provisions are null and void as Section 7 terms apply only to carriers that do not grant credit. An employee of a transport carrier picking up a load has no legal authority to authorize or sign a Section 7 and if signed is otherwise deemed null and void. Any signed Section 7, or any other terms of "prepaid", "collect", and "FOB", etc., are null and void and can only apply to carriers that do not grant a credit period.

CUSTOMERS/SHIPPERS/BROKERS THAT MAKE FREIGHT ARRANGEMENTS WITH TFWW

9. Any customer/shipper or any other party making freight arrangements must obtain a \$75,000.00 FMCSA property bond to ensure carriers are paid, pursuant to \"Brokers of Property Duties and Obligations of Brokers\", Part 371.10. Brokerage services is the

arranging of transportation, or the physical movement of property. It can be performed on behalf of a motor carrier, consignor, or consignee; see 49 CFR Part 371.2 (c). A broker also means a person who for compensation arranges or offers to arrange transportation of property; 371.2 (a). Anyone that provides brokering services must obtain and keep the records, as specified under Part 371.3; "Records to Be Kept by Brokers". A broker cannot represent its operations to be that of a carrier or represent that it is providing services on behalf of a carrier; see Part 371.7. A broker acts on behalf of all shippers and is an entrusted agent of all shippers bound by law that are obligated to remit directly to the carrier its entitled charges, or otherwise commits a criminal tort of defalcation. Any broker or person that engages in making transport arrangements on behalf of a customer/shipper is required to maintain accounts so that the revenues and expenses relating to the brokerage portion of the business are segregated from other activities; Part 371.13 "Accounting".

INTEREST, COLLECTION COSTS, AND ATTORNEY FEES

10. At the end of the credit period, all past due charges are subject to interest of 1.5% per month, applied to the principal; plus collection costs of 20% applied to the principal and interest; plus 25% attorney fees applied to the principal, interest, and collection costs; plus court costs. All said costs, fees, and expenses are specified and authorized by federal statute and by the federal regulation it created for carriers that extend credit; see 49 USC 13707 (b)(1) and its federal regulation of 49 CFR 377.203 "Extension of Credit to Shippers". Also see 49 CFR 377.203 (g)(1)(i).

DAMAGED AND LOST CARGO LIABILITIES

11. Under 49 USC 14706(c)(1)(B), which includes 49 USC 13710 (a)(1), TFWW who transports freight in the "other than the non-contiguous trade", meaning transport within the 48 contiguous trade states, is not required to publish its Terms and Conditions, or file its tariffs with the "Board" aka the DOT Transportation Board Secretary. Instead, TFWW, subject to 49 USC 13710 (a)(1), which is a Request/Disclosure Tariff, makes available upon the shipper's request their basis of rates, aka Terms and Conditions that are maintained as binding non-published tariffs. TFWW favorable freight transport rates are based upon limited value liability risks (aka Released Value Liability) established by

written declaration as stated herein. TFWW cargo insurance options as explained herein satisfies 49 USC 14706.

The customer may purchase additional TFWW Shipper Interest All Risk Coverage or coverage from another source of its choice to insure beyond the Released Value Liability of 50¢ per pound or \$50.00 per load, whichever is higher. TFWW does not insure excluded commodities unless approved by TFWW's insurance department. TFWW's insurance department and the customer must mutually acknowledge and consent in writing, prior to freight tender, the TFWW Risk Shipper Interest insurance coverage purchased by the customer that applies, subject to specified shipment and per unit stipulated damage limits. Unless otherwise mutually agreed in writing or electronically as to a higher damage limit, the Shipper Interest All Risk coverage per item damage limit is \$10,000.00, and the stipulated per shipment damage limit is \$100,000.00.

Customers may purchase insurance on their own or self-insure for higher values other than what has been expressed herein, conditional upon TFWW's written consent. As to any commodity shipped, the customer is liable for collateral damages inflicted upon the TFWW transport carrier assets or other owners of other freight that has no affiliation with the customer's shipment. In the event any excluded commodities are shipped without TFWW's written or electronic consent, prior to dispatch, TFWW is not liable for any damages. As to Insurance Excluded Commodities, note the following:

A. Excluded Commodities for Transport: Coins of any kind, currency (monies), negotiable securities, human remains, animals, hazardous materials, shipments requiring special government authorization, special handling devices, shipments moving "in-bond" consigned "to the order of" or "to order notify", and any shipment unaccompanied by proper documentation.

B. Excluded Commodities Available for TFWW Shipper Interest All Risk Coverage, if mutually agreed to and acknowledged in writing prior to dispatch on a per load basis: Used household goods, in-transit commodities to be recycled, repurposed plastic, scrap, copper, aluminum, valuable metals, product without OEM packaging, used electrical devices, devices containing computer chips, used gaming devices, used electronics, broken OEM seals or replaced OEM seals, out of the original box products, batteries, out of warranty products, antiques, artwork (originals), bagged commodities not shipped in

containers, bulk cargo including but not limited to steel, ores, oil, petroleum products, cellular or mobile telephones or components of any description and their accessories, cigarettes, all tobacco products, shipping containers, jewelry of value (gold, silver, platinum), bullion, precious metals, precious or semi-precious stones, refrigerated commodities (other than Frozen Goods), fruit, flowers, plants and fresh perishable goods, livestock, animals, bank notes, bonds, deeds, negotiable securities, stamps, non-reconstructable documents or records or similar documents, used merchandise, non-containerized lumber, non-containerized cargo, computer chips and similar memory devices, evidence for a trial, knitting and textile machines, laptop computers, models including architectural computers, televisions and laser equipment, airplanes (unboxed), autos, currency, bullion, specie, bulk commodities, cell phones, computer memory chips, negotiable financial documents (such as stocks, bonds and similar documents), fine art, painting, statue art, other works of art, jewelry, pelt of furs, live animals, plants, nuclear fuels, precious metals, precious and semi-precious stones, scrap metal, tobacco products, manuscripts, yachts or boats, 35-foot long windows or plate glass, marble or granite, pharmaceuticals, flammable products, combustible products, lasers and laser equipment, architectural computers, televisions, monitors, 3D printers, computer accessories.

As to freight cargo damages that arise while in the possession of third parties, including the transport carrier, conditions precedent for any recovery of damages requires the claimant to file a claim with both the third party and TFWW according to the requisites in 49 CFR Part 370. Any submitted damage claim must include a list of each damaged item, together with the acquisition determinable cost and the weight of each item on a per load basis. The collective total weight of all the shipment damaged units is required. Damaged freight must be immediately photographed, together with notations of damage and when, where, day and time that the damage was discovered. The original packaging must be retained, and the damaged goods must remain undisturbed at destination, or claimant forfeits its right to recover any damages.

FREIGHT DAMAGE AND LOST CARGO CLAIMS PROCEDURES

12. Freight cargo damage claims must be received in writing by TFWW within (9) nine months after TFWW accepted shipment for transport or otherwise is statutorily time barred from relief. Concealed damage claims are defined as claims discovered by the consignee after delivery, based on prima facie evidence of a clear receipt tendered at

delivery. Notice of intent to file a claim for concealed damage, or alleged damages not recorded on the Bill of Lading upon delivery, must be filed in writing with TFWW and the transport carrier, with proof of receipt, within (5) five business days of delivery; otherwise, a claimant is time barred from relief. Shortages and/or damages must be noted on the Bill of Lading or delivery receipt by the consignee or the consignee's agent at the time of delivery; otherwise, all such claims are null and void.

A cargo damage claim must include proper notice, which must be in compliance with the Bill of Lading Contract and its binding Bill of Lading Terms and Conditions. All requirements outlined under 49 CFR Part 370 must be satisfied. Failure to satisfy all requirements therein bars a claimant from relief. No claims, with respect to any shipment, will be entertained until all TFWW transportation charges have been paid without offset. Freight damage claims cannot be offset or withheld from transportation charges owed to TFWW, as separate procedural federal relief is granted through 49 CFR Part 370. Legal action to enforce a cargo damage claim must be brought within one year after the claim has been denied, in whole or in part or a damage claim may be denied if the claimant fails to timely satisfy its minimum requisites under 49 CFR Part 370. No carrier is liable for damages arising from an Act of God, Public Enemy or Act of War, Act of Public of Governmental Authority, Act of a Shipper, Inherent Vice characteristics, or negligence by those other than the transport carrier, and by Acts of Shippers stated at 49 USC 80113.

INDIRECT/CONSEQUENTIAL DAMAGES AND LEGAL COSTS

13. IN NO EVENT SHALL TFWW OR THE TRANSPORT CARRIER BE LIABLE OR RESPONSIBLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, STATUTORY OR PUNITIVE DAMAGES, EVEN IF TFWW HAS BEEN PUT ON NOTICE OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY ACTS OF THIRD PARTIES. In the event that TFWW successfully defends itself in any legal actions brought by any party with an interest in any shipment, including countersuits, then TFWW will be entitled to an award of actual attorney fees and other costs incurred to the point of being made "whole".

INABILITY TO TAKE DELIVERY

14. In the event of failure or inability of the consignee to take delivery of the shipment, the customers/shippers, at the complete discretion of TFWW, become liable for all subsequent costs, including storage. TFWW shall request delivery instructions, and if there is no response within 15 days of notice, TFWW will return the shipment to the customer/shipper at the customer's expense, sell the shipment at public or private sale, or auction off the freight, and apply the proceeds to the customer/shipper charges. The customer/shipper will be responsible for any deficiencies and all costs required to make TFWW whole.

CONTAINER SHIPMENTS

15. It is the customer's/shipper's sole responsibility, within free time, to fill, empty, and return containers before the time deadline, enabling the third-party transport carrier to reach the designated container storage area in time to avoid to demurrage/detention charges. Any demurrage, detention, cleaning, inspection, or any other accessorial container charges must be paid by the transport carrier, and in turn, the customer/shipper is responsible for the payment of said charges to TFWW who reimburses the transport carrier. It is the customer's/shipper's responsibility to reimburse TFWW and contest the Ocean Vessel company that owns the container for reimbursement of Detention/Demurrage charges. The Federal Maritime Commission (FMC) has oversight and statutory authority as to OVCC carriers and Ocean Vessel Operations.

TFWW ASSUMES NO LIABILITY

16. TFWW ASSUMES NO LIABILITY FOR SELECTION OF SERVICES OF THIRD PARTIES THAT INCLUDE TRANSPORT CONTRACTORS OR ROUTES. TFWW shall use reasonable care in its selection of third parties. Any recommendations made by TFWW shall not be construed to mean that TFWW warrants or represents that such person or firm will render such services, nor does TFWW assume responsibility or liability for any actions or inactions of such third parties and/or its agents and shall not be liable for any delay or loss of any kind, which occurs while in custody or control of the third party or agent of a third party. All claims in connection with the acts or admissions of a third party shall be brought solely against a third party or its agents. TFWW shall reasonably cooperate with the customer/shipper in the customer's/shipper's initiating and processing of any such

claim. Such cooperation will initially be a courtesy; however, at TFWW's discretion of ending the courtesy service, the customer/shipper shall be liable for any charges or costs assessed by TFWW for providing further customer/shipper assistance. Courtesy services will not be provided unless all TFWW invoices have been paid according to terms.

DISCLAIMERS: LIMITATIONS OF LIABILITY

17. TFWW makes no express or implied warranties in connection with its services. Customer/shipper agrees that in connection with any and all services performed, TFWW shall only be liable for direct TFWW entirely negligent freight damage related acts. Such acts by TFWW must be the direct and only cause of any loss or damage, and the customer is responsible for proving TFWW's negligence. TFWW shall not be liable for the acts of any transport carrier, or for any of the services provided by third parties. TFWW agrees to act as a representative of customer/shipper when freight is in the care, custody, control, or possession of the transport carrier or other third parties. Any asserted claim of loss or damage caused by TFWW must be proven by the customer to be attributed to the sole negligence or willful misconduct of TFWW.

CUSTOMER/SHIPPER LIABILITY

18. The customer/shipper, including the consignor, consignee, and the "bill to" party, shall be jointly and severally liable for all unpaid past due charges, and shall pay or indemnify and make whole TFWW for claims, fines, penalties, damages, costs (including but not limited to storage, handling, reconsignment, return of freight to shipper, etc.), or other sums which may be incurred by TFWW for breach of these terms and conditions, or any other default by the customer/shipper. All customers/shippers become liable, including a shipper defined under "Definitions" and as multiple parties at 49 USC 13102 (13)(B)(C)(D) if the TFWW charges are not paid by the end of the credit period; 49 CFR 377.203(a)(1)(i)(ii)(2). The burden of proving delivery is satisfied through the prima facie issuance of "Bills of Lading/Receipts" or filing a damage claim of non-delivery, which otherwise creates the burden upon the customer to provide documentation to prove payment was made to TFWW. If loads are brokered without a brokerage license and an FMSCA property bond, the party brokering the load and all the principals of all shippers become personally liable for all charges, including attorney fees and collection costs, pursuant to 49 USC 14916(d).

CUSTOMS PASSAGE AND ALL CARGO ITEMS TENDERED

19. Customs passage and all cargo items tendered are subject to random custom inspections, customs border patrol, penalties, fines, random custom inspections, searches, detentions, loading or unloading delays, time outside of “free time”, container issues, non-quoted escort costs and permits, FMCSA regulations, FAA regulations, port authorities’ charges, fines, and costs. Any related expense, including ocean vessel container storage, or cost paid by TFWW, or any third party TFWW retains for the customers/shippers, must be immediately reimbursed to TFWW. It is the customer’s/shipper’s sole responsibility to challenge the party outside of TFWW that assessed any unexpected costs. The importer of record is required to obtain and retain all shipping documents; 19 USC 1508, 1509.

CHOICE OF VENUE AND JURISDICTION

20. TFWW has the choice of jurisdiction and venue if TFWW files suit or if the customer files a counterclaim or first initiates a lawsuit against TFWW. Only federal law and federal regulations apply to issued Bills of Lading and waybills. As to venue, TForce may choose its principal place of business in Illinois, or any state where TForce is licensed to operate, which means any state within the contiguous 48 states of the United States. As to adjudication, only federal law applies in “any state or Federal District Court” where suit is filed, pursuant to 49 USC 14706 (d)(3), “Liability of Carriers under BOL’s/Receipts”. TFWW’s choice of venue is in keeping with this statutory provision.

TARIFFS, RATES, AND CHARGES RELATED TO GRANTING A CREDIT PERIOD

21. Rates and charges in effect on the day of the shipment must be paid in full without offset by the end of the credit period. Additional charges caused by customer/shipper errors, including those discovered by the transport carrier upon arrival at the place of origin must be paid in full without offset when invoiced. 49 USC 13707 (b)(1) is the statutory authority for federal regulation 49 CFR 377.203 that is a tariff regulation in which “tariff” is referenced and stated therein 20 times. “When using the carrier and its Bill of Lading/Receipt, the shipper accepts the Bill of Lading Terms and Conditions”; see 49 CFR 377.203(g)(3). “Upon the written or electronic request of a shipper, the carrier will provide a written or electronic reply of a rate, information relating to the basis of

rates, classifications, rules, and practices upon which any rate applicable to its shipment is based”; see 49 USC 13710 (a)(1), “Carrier Liability under Bills of Ladings/Receipts”, as stated at 49 USC 14706 (c)(B) includes 49 USC 13710 (a)(1) as articulated therein. The carriers by “tariff rule”, under 49 CFR 377.203 (d)(e), includes the binding applicability of the carrier’s non-published tariffs that the carrier maintains (TFWW Bill of Lading Terms and Conditions), which are applicable to the 48 contiguous states; see 49 USC 13710 (a)(1). The carrier that grants credit may assess reasonable and certain liquidated damages of interest, collection costs, and attorney fees under 49 USC 377.203 (e)(g), whose statutory authority is 49 USC 13707 (b)(1). When a customer/shipper selects a carrier, it also accepts the carrier’s terms and conditions of transport; see 49 CFR (g)(3). All billed invoices without offset are to be paid by the end of the credit period as “payment delays are not sanctioned”; stated at 49 CFR 377.203 (e)(3)(ii)(B).

QUOTES AND CONTESTING BILLED INVOICES

22. Customer/shipper is responsible for retaining all shipping documents. The carrier’s Terms and Conditions, which is the basis of its rates and serves as TFWW’s nonpublished maintained tariffs, pursuant to the Interstate Commerce Commission Termination Act of 1995 that eliminated the publishing of certain tariffs in the 48 contiguous states but allowed nonpublished binding freight tariffs to be maintained by carriers and made available upon any shipper’s request. These changes created competitive transportation rates in lieu of identical rates all carriers were mandated to charge prior to January 1, 1996. Shipper obtained and retained written or electronic quotes, and its basis for all of its charges, are prerequisites for contesting any billed invoices. Quotes must be in writing or electronic and are only direct line charges from origin to destination and do not include additional accessorial charges and surcharges that will be quoted upon request. Making available TFWW’s Terms and Conditions through its website satisfies the disclosure requirement under 49 USC 13710 (a)(1) and 49 USC 14706 (c)(1)(A)(B). The customers/shippers, in order to contest billed invoices, must comply collectively with 49 USC 13710 (a)(1), 13710 (a)(2), and 13710 (a)(3)(B); otherwise, pursuant to 13710 (a)(3)(B), “Contesting Invoices Initiated by Shippers”, the shipper and any broker it retains, is barred from relief. 49 USC 13710 applies to water carriers, motor carriers, brokers, and freight forwarders, as stated in the statutes heading under Part B. Included are charges paid to water and air carriers and are a part of freight forwarding carrier process and the contesting described of the freight forwarders (TFWW) billed invoices,

pursuant to 49 USC 13710. In the statutory heading of 13710 Part B includes a broker that is retained by shippers. Brokers acting as an agent for the shipper must also satisfy the requirements of 49 USC 13710 (a)(1), (a)(2), (a)(3)(B) or is time barred from relief.

NO DUTY TO MAINTAIN RECORDS FOR CUSTOMERS/SHIPPERS

23. TFWW has no duty to retain copies of invoices or issued Bills of Lading/Receipts. Customers/shippers are required to obtain and retain transport carrier issued Bills of Lading/Receipts which are necessary to contest any invoices pursuant to 49 USC 13710. It is the duty of the customers/shippers to obtain and retain load rate quotes and TFWW's Terms and Conditions if any TFWW invoice is to be contested. TFWW has no duty to keep, obtain and maintain transport load records. Customers/shippers at origin, aka pickup, and at destination make available copies of Bills of Lading or Receipts. The party that made the shipping arrangements must obtain and keep all shipping documents as referenced under 49 CFR Part 371. All imported or exported freight documents, including BOLs/Receipts, must be obtained and retained by the owner, importer, consignee, importer of record, entry filer, or by any agent, and be kept in the normal course of business, pursuant to 19 USC 1508 and 1509, "Recordkeeping".

DELIVERY DATE, TIME, AND GUARANTEED SERVICE

24. TFWW delivery dates and times are estimates. TFWW's freight arrangements, are subject to its Tariffs Terms and Conditions, that apply to the carrier issued Bills of Lading (BOLs). No carrier is bound to transport property in time for any particular market, and otherwise transport with reasonable dispatch, pursuant to 49 CFR Part 1035, "Bills of Lading", appendix B, section 2. The only exception is if TFWW provided a guaranteed date and time of delivery, together with a specified monetary penalty. Said penalties must be mutually acknowledged in writing by TFWW and the customer/shipper prior to dispatch. A guaranteed delivery date requires a written quote with the delivery date and per diem charges on the face of the Bill of Lading, pursuant to 49 CFR 375.505.

TONU CHARGES

25. As to any booked load, when the customer/shipper attempts to cancel shipment, or in the event of "Truck Ordered Not Used" (TONU), then the customer/shipper is liable for

any TONU billed charges if it fails to sufficiently notify TFWW before the transport carrier is dispatched. This is an industry standard practice as referenced within 49 USC 13710 (a)(1).

AFFIRMATION OF TFWW TERMS AND CONDITIONS

26. Initial load and subsequent load services by TFWW reaffirms acceptance of the TFWW Terms and Conditions by customers/shippers. Credit terms must be paid by the end of the credit period without offset, as a condition precedent before entertaining payment of any claims. Separate remedies and relief are provided under separate federal statutes and regulations as to cargo damaged or lost cargo. Failure to pay any freight charge constitutes a breach by the shipper of TFWW Terms and Conditions, whereby all charges become due whether past due or not, as the Legal Doctrine of Anticipatory Breach applies.

MITIGATING DAMAGES

27. Any customer/shipper that fails to pay the TFWW freight charges by the end of the credit period nullifies any duty of TFWW to address any claims including contested invoices and freight damage claims.

HAZARDOUS GOODS

28. Every party, whether a principle or agent, that ships dangerous goods, including flammable products, without prior written disclosure before booking, must indemnify TFWW and the transport carrier for all incurred costs of damages, including Hazmat clean up and environmental expenses; see 49 CFR Part 1035 Appendix B, section 6.

COD TERMS

29. In the event terms are COD and the transport carrier transports a load without being paid at destination, the unpaid charges become immediately due and payable. All TFWW Terms and Conditions apply the same as if payment terms were breached, or if a COD payment is returned "Stop Payment" or "NSF". The COD amount of a shipment is the

carriage. Customer must specify payment by company check or other form of guaranteed funds.

IMPORTING/EXPORTING RECORDS

30. Any and all custom requirements, fines, delays, and related costs of importing or exporting any freight is the sole responsibility of the customer/shipper and the “importer of record” and the “exporter of record”; see 19 USC 1508 and 1509. Costs paid by TFWW, or any third party retained by TFWW, requires immediate reimbursement by all customers/shippers; also see No Duty to Maintain Records for Customers/Shippers.

OCEAN SERVICES TERMS

31. TFWW ground and air terms and conditions apply to ocean vessels shipping transport, but do not supersede any conflicting “TFWW Ocean Services Terms” which are available upon a shipper’s written or electronic request, or if made available at the TFWW website, the carrier’s response of making “available upon any shipper’s request” is satisfied.

AIR TERMS

32. The TFWW ground terms and conditions apply to air transport, and the following air terms and conditions listed below, only supersede in the event of conflict with TFWW’s ground terms:

(A) The FAA together with the USDOT transportation secretary governs all air freight cargo activity.

(B) In tendering a shipment for air carriage, the customer/shipper agrees the Waybill is non-negotiable, and the customer has prepared and provided freight load specifications. As to any other services performed for the customer/shipper, they are subject to rules, classifications, etc. set forth by the air transport carrier and the TFWW’s Ground and Air Terms and Conditions.

(C) Any disputes as to air freight transported over Waybills, aka Bills of Lading, that is part of transport arranged by a freight forwarder (TFWW), is subject to the provisions in 49 USC 13710.

(D) Service level – If no service level is marked on the air Waybill, aka Bill of Lading, the shipment will be conducted with reasonable dispatch.

(E) All shipments are subject to physical and visual inspection, as mandated by the regulations of the Transportation Security Administration, the FAA and the Department of Transportation.

(F) The following commodities are not acceptable for air carriage at all: coins, currency, negotiable securities, human remains, animals, hazardous materials, flammable products, commodities that require special handling devices, shipments moving “in bond” consigned “to order of” or “to order notify”, any shipment unaccompanied by proper documentation, shipments involving special governmental authorization, batteries, scrap or recycled materials, products to be recycled or scrapped or refurbished, computer components, video gaming components, and OEM expired commodities.

(G) In addition to the previously mentioned exempt commodities, the following are nonapproved commodities that do not qualify for TFWW optional shipper’s insurance coverage: refrigerated commodities (other than frozen foods), fruit, flowers, plants, perishable goods, livestock, animals, banknotes, bonds, deeds, negotiable securities, stamps, non-re-constructable documents or records, non-containerized lumber, non-containerized cargo, computer chips, memory devices, knitting and textile machines, computers, of all types, televisions, and laser equipment.

(H) Any cargo items tendered for air transportation are subject to federal security control systems, border patrol, customs entries. All relevant data must be retained on file for 30 days after delivery to final destination or as stipulated under federal customs.

(I) The Department of Transportation is the authority for air freight. Under 49 USC 41713 (b)(4), direct air carriers that have affiliations with freight forwarders, and unless Superseded by Federal Aviation Statutes, the other bodies of law that apply but are not limited to are 49 USC 101-80504 and 19 USC 1508, 1509.

