

MTL COMPANIES TERMS OF SERVICE

*Master Transfer and Master Logistics shall collectively and individually be referenced herein as “MTL Companies”.

1. CARGO LOSS AND DAMAGE CLAIM FILING

*This section only applies when MTL Companies is acting as a motor carrier. MTL Companies has no liability to customer under this section acting as broker.

MTL Companies will assume liability for cargo loss and damage claims under the federal laws applicable to common carriage in effect on the date of the shipment and the terms and conditions of the Uniform Straight Bill of Lading, except as shown herein, or to the extent otherwise specifically outlined in participating tariffs or contracts. MTL Companies' liability for cargo loss and damage begins upon signing the receipt or bill of lading for property it receives for transportation. MTL Companies will investigate and dispose of cargo loss and damage claims under common carrier provisions as set forth in 49 C.F.R. Part 370, and STB NMF 100 Series, Items 300100 through 300155.

- A. All claims for loss, damage or delay must be filed in writing within thirty days after the delivery or reasonable time for delivery has elapsed for non-delivery. When claims are not filed within the prescribed times such claims shall be barred and not paid.
- B. Any lawsuits for cargo claims shall be instituted against MTL Companies no later than ninety (90) days from the date of the occurrence. Where claims are not filed or lawsuits instituted thereon in accordance with the foregoing provisions, MTL Companies shall not be liable and such cargo claims will not be paid.
- C. Customer shall not deduct or offset any cargo claim or other alleged claim or debt of Carrier from the charges owed to Carrier unless authorized in writing by carrier.

2. INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES

MTL Companies shall not be liable for any loss or damage to a shipment or for any delay caused by an act of God, weather, traffic, employee / contractor, the public enemy / terrorism, the authority of law, the inherent vice of the goods or the act or default of the shipper. The burden to prove freedom from negligence is on the Carrier or the party in possession.

In no case shall MTL Companies be liable, and hereby disclaims responsibility for any indirect, incidental, consequential, special punitive, or multiplied damages or other indirect costs, lost profits, fees, or charges of any kind arising from any freight claims filed hereunder or any other acts, including delays or omissions of MTL Companies, whether foreseeable, disclosed or not.

Subject to reasonable requests, MTL Companies agrees to accept, transport, and deliver with reasonable dispatch such merchandise as Customer may tender to Carrier for transportation. However, MTL Companies shall not be responsible for any damages, direct, indirect, or consequential, which are the result of delays in delivery.

Customer shall, at its cost and expense, comply with all applicable federal, state and local laws, rules and regulations pertaining to its shipments and shall be responsible for all costs, liabilities, delays, fines and expenses caused by, resulting from or otherwise associated with any noncompliance by Customer or Customer's shipments with any such laws, rules, or regulations. Customer shall also be responsible for Carrier's charges pertaining to any services by Carrier at Customer's request for compliance with any such laws, rule, or regulations.

3. RETURNS

*This section only applies when MTL Companies is acting as a motor carrier. MTL Companies has no liability to customer under this section acting as broker.

Liability for loss, damage or destruction of property being returned to the original shipper, which was not initially transported by MTL Companies, from the original shipper, will be limited to lost freight only and MTL Companies will not be responsible for damages.

Liability for loss, damage or destruction of property being returned to the original shipper, which was initially transported by MTL Companies, from

the original shipper and delivered without exception, when MTL Companies is not given the opportunity to inspect prior to return, will be limited to lost freight only and MTL Companies will not be responsible for damages.

4. UNDELIVERED FREIGHT

*This section only applies when MTL Companies is acting as a motor carrier. MTL Companies has no liability to customer under this section acting as broker.

If freight cannot be delivered because of the consignee's refusal or inability to accept it, or because Carrier cannot locate the consignee, or if freight cannot be transported because of an error or omission on the part of the shipper, Carrier will make diligent effort to notify the shipper promptly that the freight is in storage and the reason thereof.

Undelivered shipments will be subject to applicable storage or detention storages if no reply is received from attempts of notification.

On undelivered shipments, disposition instructions printed on the Bill of Lading, shipping order, shipping label, or container having disposition instructions issued prior to tender of delivery, will not be accepted as an authority to reship, return, or re-consign the shipment, or to limit storage liability.

Carrier will follow the Uniform Bill of Lading terms and conditions for disposition of undelivered freight.

Upon request of the Shipper, undelivered shipments to be returned will be subject to the rates and charges applicable from the new origin but not less than the charges on the original movement.

SHIPPER LOAD OR CONSIGNEE UNLOAD

In lieu of pickup or delivery service and when convenient for Customer and Carrier, Customer may load/unload Carrier's trailers or vehicles, under the following conditions unless a separate agreement is already established and signed in place:

- A. SHIPPER LOAD - when prearranged with Carrier's local operations, Carrier will spot or drop trailer at that Shipper's loading facility so the Shipper may load the trailers or vehicles at its convenience. Any discrepancy on those shipments tendered under the Shipper Load

and Count arrangement will be handled in the following manner unless a separate agreement is already established and signed in place:

1. At pick-up, Carrier will include "SL&C" on the bill of lading, indicating the Shipper counted and loaded the shipment without Carrier's driver present. The shipper will properly block and brace the freight. Carrier's failure to note "SL&C" on the bill of lading will not affect the liabilities of the parties, if the Shipper has in fact performed the counting and loading without a representative from Carrier present.
2. Carrier will provide seals for security purposes to the Shipper when requested. Failure to seal a load will not affect the terms and conditions outlined.
3. Carrier will notify the Shipper's representative by fax or email of any exceptions within 24 hours of first unloading of the pickup unit. This will not include weekends or holidays. Carrier cannot be liable for uncountable palletized orders, picked up and delivered with wrap intact.
4. Shortages will be reported as above. The Shipper will advise Carrier disposition of any merchandise that could or should be applied to a valid shortage. In the event of a Shipper caused shortage, the Shipper will allow Carrier to adjust the Bill of Lading accordingly to reflect actual piece count and weight.
5. Carrier will accept liability for any loss or damage to product that has not been properly reported unless the loss or damage is one of a concealed nature. In this respect any claim following will be settled based on the findings of the investigation.
6. Carrier can be responsible for handling units only as applicable and to the extent that a piece count cannot be verified. Individual item numbers, carton numbers, and purchase order number shortages at delivery shall not be deemed as shortages against Carrier when the handling unit count matches the amount properly reported as received on the SL&C trailer.

7. Carrier will not decline liability of claims just because the bill of lading is noted "SL&C". The burden is Carrier's to either provide a clear proof of delivery, a properly reported exception or payment of the claim. The Shipper agrees not to file claims when discrepancies have been properly reported.
8. Other than normal wear and tear or an Act of God, while in the shipper's physical possession will be the liability of Shipper for any and all damages or loss occurring to the carrier's equipment. The shipper will promptly reimburse Carrier for the cost of repairing or replacing such equipment.

B. CONSIGNEE UNLOAD - Carrier will drop or spot trailers or vehicles at the Consignee's facility so the receiver may unload the trailers or vehicles. Any discrepancy on those shipments tendered, as CONSIGNEE UNLOAD will be handled in the following manner unless a separate agreement is already established and signed in place:

1. Carrier agrees to spot or drop trailers or vehicles at Consignee's place of business for the purpose of Consignee to complete the unloading process within normal free time or otherwise agreed to in writing.
2. Consignee will not utilize Carrier's equipment for any use other than the express purpose of unloading.
3. When the Consignee fails to report to Carrier's local service center that equipment is empty and available to Carrier for removal, it will be subject to detention rules and charges.
4. Other than normal wear and tear or an Act of God, while in the consignee's physical possession will be the liability of the consignee for any and all damages or loss occurring to the carrier's equipment. The consignee will promptly reimburse Carrier for the cost of repairing or replacing such equipment.
5. Carrier will note CONSIGNEE UNLOAD on the delivery receipt, indicating that the Consignee unloaded and counted the shipments without Carrier's driver present. Carrier's failure to note CONSIGNEE UNLOAD on the delivery receipts will not affect the liabilities of the parties, if the Consignee

has in fact performed the counting and unloading without a representative from Carrier present.

- 6 Carrier will provide sealed trailers with the Carrier's seal number documented for security purposes. Failure to seal a load will not affect the terms and conditions outlined in this item.
7. Delivery receipts will be signed by the Consignee at time the trailer is dropped for unloading, or if not operationally feasible, will be available to Carrier no more than 24 hours after delivery.
 - a. The Consignee agrees to notify Carrier by fax on a mutually approved form of any exceptions within 24 hours of the trailer being dropped. This will not include weekends or holidays. Carrier shall not be liable for exceptions reported after 24 hours of trailer being dropped.
 - b. Notice of any exception is to be faxed on the mutually approved form to the attention of the local terminal's OS&D associate.
8. Carrier shall not be liable for uncountable palletized orders, picked up and delivered with shrink wrap intact or for Shipper Load and Count orders that have been properly reported to the Shipper at first unloading.
9. Carrier shall only be responsible for handling units as signed for and tendered by Shipper. Individual item numbers, carton numbers, and purchase order number shortages shall not be deemed shortages against Carrier when the handling unit count matches the amount signed for at time of Pick up, or as applicable, properly reported as received on a Shipper Load and Count trailer.
10. Shipments tendered to the Consignee to be unloaded at their convenience are to be secured by the Consignee in a manner to prevent theft. Carrier will not be held responsible for stolen product while in the possession of the Consignee.

11. Carrier agrees not to decline liability of claims just because the delivery receipt is noted CONSIGNEE UNLOAD. The burden is Carrier's to provide a clear proof of delivery when the documents are returned to the Carrier. It is the Consignee's responsibility to provide a properly reported discrepancy with dated fax confirmation for payment of the claim. The Consignee agrees not to file claims when discrepancies have not been properly reported

12. Carrier will accept liability for any loss or damage to product that has been properly reported unless the loss or damage is one of a concealed nature. In this respect any claim following will be settled based on the findings of the investigation.

5. GENERAL LIMITATIONS OF LIABILITY

*This section only applies when MTL Companies is acting as a motor carrier. MTL Companies has no liability to customer under this section acting as broker.

Application of this paragraph only while the shipment is in the Carrier's possession within points in the U.S. unless EXCESS LIABILITY COVERAGE is requested for loss or damage to NEW articles, Carrier's maximum liability shall be:

A. \$.10 per pound per package or \$100,000 per shipment, whichever is lower.

In lieu of maximum liability as indicated above, USED CARGO will be subject to a maximum liability of \$0.10 per pound per package or \$2,500.00 per shipment, whichever is lower.

In all cases, the weight of packaging and/or shipping container, pallets, skids, and the like shall not be included when determining excess liability coverage or maximum liability. Excess liability

coverage IS NOT AND WILL NOT BE CONSIDERED AS INSURANCE FOR THE CARGO.

Carrier's liability for any shipment loss, damage or delay shall not exceed the lesser of the actual value or the applicable liability limitations referenced in this tariff herein.

6. EXCESS LIABILITY COVERAGE FOR NEW ARTICLES

*This section only applies when MTL Companies is acting as a motor carrier. MTL Companies has no liability to customer under this section acting as broker.

When the Consignor or Consignee requests EXCESS LIABILITY COVERAGE for new articles exceeding \$. 10 per pound per package, the following charges will apply:

- A. Consignor or Consignee will indicate on the original Bill of Lading in the description of articles section the amount of the excess liability coverage requested for the new articles, not to exceed \$50.00 per pound per package. The notation of EXCESS LIABILITY COVERAGE and the AMOUNT of the coverage must be placed with the description in lettering at least one inch in height on the package.
- B. Charges for excess liability coverage will be assessed based on 7% of the requested liability subject to a minimum charge of \$55.00.
- C. In no event shall the Carrier's maximum liability for new articles exceed the actual value of the articles or \$50.00 per pound per package, whichever, is less, with a maximum of \$100,000 per shipment.
- D. Excess liability coverage in section A above, is not available for the following:
 1. Used articles.

In all cases, the weight of packaging and/or shipping container, pallets, skids, and the like shall not be included when determining excess liability coverage or maximum liability. Additional liability coverage IS NOT AND WILL NOT BE CONSIDERED AS INSURANCE FOR THE CARGO.

ANY EFFORT TO REQUEST EXCESS LIABILITY COVERAGE OR DECLARE A VALUE IN EXCESS OF THE MAXIMUMS ALLOWED IN THIS TARIFF IS NULL AND VOID, AND THE ACCEPTANCE FOR

CARRIAGE OF ANY SHIPMENT BEARING A REQUEST FOR EXCESS LIABILITY COVERAGE OR A DECLARED VALUE IN EXCESS OF THE ALLOWED MAXIMUMS DOES NOT CONSTITUTE A WAIVER OF ANY PROVISIONS OF THIS TARIFF AS TO SUCH SHIPMENT. SHIPMENTS THAT ARE INADVERTANTLY ACCEPTED THAT EXCEED THESE LIMITATION WILL BE CAPPED AT \$50.00 PER POUND AND CHARGES ASSESSED ACCORDINGLY.

7. LIABILITY FOR ITEMS OTHER THAN NEW

*This section only applies when MTL Companies is acting as a motor carrier. MTL Companies has no liability to customer under this section acting as broker.

For the purposes of limitations of liability, applying to USED cargo, the following is a definition that is intended to distinguish between new and used items. Cargo is considered NEW if it has come from the manufacturing or growing facility, and it remains in its original box, carton, or shipping container, and has never been removed from the manufacturer's original packaging. All cargo, even if it has not actually been used for the intended purposes, is to be considered USED if it is being transported from its manufacturing facility and it is not in its original packaging.

If cargo has been reconditioned, refurbished, rebuilt, remanufactured, and even if it is being shipped in its original packaging, or packaging similar to its original packaging, it is to be deemed USED for the purpose of the applicable rates and liability limits.

This is all commodities other than new, but not limited to internet auctions, interplant moves, articles of household goods, personal effects, or antiques whether listed as such on the Bill of Lading or not, will only be accepted for transportation as USED cargo.

MTL Companies' liability for loss, damage, or destruction to any shipment or part thereof for USED cargo will be as follows:

- A. When Consignor or Consignee declares no value or declares an actual or released value of .10 cents or less per pound per package or fails to describe articles as used on the original Bill of Lading:

1. Carrier's maximum liability shall not exceed .10 cents per pound per package or \$2,500.00 maximum per shipment.

B. When Consignor or Consignee requests EXCESS LIABILITY COVERAGE for used or reconditioned articles exceeding .10 cents per pound per package and describes the articles as used on the original Bill of Lading:

1. Consignor or Consignee will indicate on the original Bill of Lading in the description of articles section the amount of the excess liability coverage requested for the used articles, not to exceed .50 cents per pound per package or \$5,000 per shipment. The notation of EXCESS LIABILITY COVERAGE and the AMOUNT of additional coverage must be placed with the description in lettering at least one inch in height.

NOTE 1: All liability per pound per package will be subject to a maximum Carrier liability of \$100,000 per shipment per Shipper.

8. FREIGHT LIABLE TO DAMAGE OTHER FREIGHT OR EQUIPMENT:

*This section only applies when MTL Companies is acting as a motor carrier. MTL Companies has no liability to customer under this section acting as broker.

Carriers are not obligated to receive freight liable to impregnate or otherwise damage other freight or carrier's equipment. Such freight may be accepted and signed for "subject to delay for suitable equipment" or may, for lack of suitable equipment, be refused.

Any commodity, not limited to hazardous, not properly described as being harmful to other products, not limited to food products, liability of the effected products will be with the shipper and not with the carrier.

9. TERMS CHANGE AFTER OS&D DELIVERY:

MTL Companies reserves the right to deny a change of terms to a freight bill after an OS&D delivery exception has occurred. If the request is inadvertently accepted after the declination, MTL Companies reserves the right to change to the original terms of the shipment.

10. MTL COMPANIES ACTING AS BROKER OF MOTOR CARRIER

CARGO:

When MTL Companies is acting as a broker of motor carrier freight, its liability is limited, exclusively, to the amount of charges it billed or will bill to its customer on any specific shipment. Under no circumstances including, but not limited to, late delivery, mis-delivery, non-delivery, or loss or damage, will MTL Companies be liable to anyone for direct, indirect, incidental, consequential, punitive, loss profits, fees, or extraordinary damages. Further, any motor carrier engaged by MTL Companies to provide motor carrier services shall be entitled to all of these Terms of Services.

11. AMOUNTS BILLED BY MTL COMPANIES ARE DUE UPON RECEIPT:

Amounts billed by MTL companies are due immediately upon receipt by customer. Amounts unpaid after thirty (30) days are subject to monthly interest at the rate of 1% per month. Customer is responsible for any costs and expenses MTL Companies incurs to collect unpaid amounts due including reasonable attorney's fees.