

TERMS AND CONDITIONS

FOR BROKER-SHIPPER RELATIONSHIP

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RPM FREIGHT SYSTEMS, LLC, a Michigan limited liability company, holds authority from the U.S. Federal Motor Carrier Safety Administration (“FMCSA”), as a property transportation broker under FMCSA License Number MC-767565 and is hereafter referred to as “Broker.”

Broker's services for its customers (each a “Shipper”) include, but are not limited to, arranging/brokering full truckload (“FTL”), less than truckload (“LTL”), cross border (“Cross Border”), driveaway or towaway (“Driveaway”) and intermodal (each a “Brokerage Service”).

Broker and Shipper (also sometimes referred to individually as a “Party”, and collectively as the “Parties”) agree that their relationship with respect to shipments tendered by Shipper to and accepted by Broker shall be governed by the following terms and conditions (“Agreement”):

TENDER OF SHIPMENTS. By tendering goods to Broker for Brokerage Services, Shipper expressly accepts these terms and conditions and warrants acceptance of the Agreement has been authorized by a representative of Shipper as of the date the Brokerage Service was first provided to Shipper by Broker. Shipper agrees to tender or cause to be tendered by Shipper on its own behalf or as agent for and on behalf of Shipper, one or more shipments to Broker for the purpose of having Broker arrange the transportation of the shipments by motor carriers to be selected by Broker. Shipper must provide all information and instructions that are reasonably necessary for Broker to effectively arrange for the performance of the Brokerage Service requested by Shipper in accordance with all applicable laws. Shipper will provide detailed and accurate descriptions of the goods tendered for transportation and accurate weights. Shipper and Broker agree that this Agreement does not restrict Shipper from tendering shipments to other property transportation brokers or directly to motor carriers.

BROKERAGE SERVICES. For each shipment tendered by Shipper to Broker and accepted by Broker, Broker agrees to arrange for the pick up, transport and delivery of the shipment, as Shipper may reasonably request, exclusively by motor carriers that hold the proper governmental authority to perform the requested Brokerage Service(s). In performing a Brokerage Service for Shipper, Broker shall not be responsible for packaging, handling or loading of the shipment, which, instead, shall be the responsibility of Shipper and/or the underlying motor carrier selected by Broker to transport the shipment. Every shipment handled by Broker for or on behalf of Shipper while this Agreement is in effect will be deemed tendered to Broker under this Agreement. Broker has the sole right to select the motor carrier used to perform the Brokerage Service, and Broker is solely authorized to make the necessary transportation arrangements with regard to each shipment tendered by Shipper to Broker. In performing Brokerage Services for Shipper, Broker shall only select a motor carrier that meets the following criteria:

CROSS BORDER SERVICES. If requested by Shipper, Broker agrees to arrange a motor carrier to perform transportation and related services with respect to Cross Border Shipments. For purposes of this Agreement, “Cross Border Shipments” means, collectively, (a) shipments originating in the

contiguous United States and destined for delivery points in Canada; (b) shipments originating in Canada and destined for delivery points in the contiguous United States; (c) shipments originating in the contiguous United States and destined for delivery points in Mexico; and (d) shipments originating in Mexico and destined for delivery points in the contiguous United States.

When performing Cross Border Services, Broker shall engage a motor carrier to: (i) pick up from the origin location and safely carry all applicable manifests, bills of lading and other shipment receipts, commercial invoices, USMCA certifications of origin and any other customs documentation accompanying the shipment (collectively, the “Customs Documents”); (ii) at the port of crossing, present all Customs Documents to Shipper’s designated customs broker (“Customs Broker”) or to representatives of the U.S. Customs and Border Protection (“US CBP”), Canada Border Services Agency (“CBSA”) or the Mexico Federal Government Ministry of Commerce and Industrial Development Department of Commerce (“DOC”) (each, a “Customs Authority”), as applicable; and (iii) upon delivery to the consignee, surrender all cargo and associated shipment documentation, including Customs Documents, to the consignee.

Broker shall contractually require a motor carrier to comply with all applicable laws, including but not limited to, all applicable local, provincial and federal laws of Canada and Mexico, including common laws, by-laws, ordinances, codes, rules and regulations, rulings, orders, requirements, guidelines and decrees of governmental authorities applicable to the performance of Cross Border Services. If required during the performance of Cross Border Services, BROKER shall contractually require the motor carrier to provide and maintain the equivalent of workers’ compensation insurance for its employees, including Workplace Safety and Insurance coverage in compliance with the laws of Canada. Broker shall not be required to retain any Customs Documents relating to Cross Border Shipments after the delivery date. Shipper shall be solely required to retain such documents.

The motor carrier’s liability for cargo loss or damage on a Cross Border Shipment shall be subject to the applicable laws and claim filing requirements of Canada or Mexico depending upon the nature of the Cross Border Shipment.

Cross Border Services will be subject to the rates, accessorial charges and fuel surcharges as set forth in the Compensation to Broker Section of this Agreement. All Cross Border Services will be priced in US dollars. If any sales, goods and services or harmonized sales tax is incurred with respect to the performance of Cross Border Services, Broker will separately itemize the tax on invoices and remit the tax to the appropriate taxing authority in a timely fashion.

DRIVEAWAY SERVICES, If requested by Shipper, Broker agrees to arrange a motor carrier to perform Driveaway Services. For purposes of this Agreement, “Driveaway Services” means the interstate or intrastate transportation of an empty or unladen motor vehicle (each a “**Vehicle**”) with one or more sets of wheels on the surface of the roadway: (i) between a manufacturer’s facilities; (ii) between a manufacturer and a dealership or purchaser; (iii) between a dealership or other entity selling or leasing vehicles to a purchaser or lessee; (iv) between a vehicle owner’s origin and destination; or (v) by means of a saddle-mount or tow-bar.

In performing Driveaway Services, Broker will arrange a motor carrier to provide a driver to pick up, transport and deliver such Vehicle. For each driver of a Vehicle, Broker will contractually require the carrier to provide Broker with the name, date of birth, photocopy of a

driver's license and any other information as may be required by Broker for regulatory compliance purposes or Shipper's requirements.

When performing Driveaway Services, Broker will contractually require the carrier to display transporter plates on the Vehicle all regulatory required vehicle identification and signage to be affixed to both sides or at the rear of a driven Vehicle displaying the legal name or single trade name of the carrier and the carrier's USDOT number. The vehicle identification affixed to a Vehicle shall not damage, mar or compromise the finish of the Vehicle. Upon completion of delivery, the carrier shall remove the transporter plates and all regulatory required markings from the Vehicle.

Broker will contractually require the carrier to document the condition of each Vehicle at the time of pick up and again at the time of delivery. The documentation must include pictures of the Vehicle taken from all four corners of the exterior, vehicle identification plate, odometer, interior surfaces and the instrument panel. Any identified damage to a Vehicle observed either a pick up or delivery must be specifically photographed and documented. Under no circumstances will Broker or the carrier be liable for the contents of a Vehicle.

FMCSA AUTHORITY. For Motor carriers selected by Broker shall have and maintain the proper and necessary authority from the FMCSA and any applicable State agency to perform transportation services in intrastate, interstate and/or foreign commerce.

SAFETY. Broker shall only select a motor carrier to transport a shipment if:
(i) at the time the shipment is to be transported the motor carrier has a safety fitness rating from the FMCSA that is either "Satisfactory" or "Unrated" or comparable safety fitness rating issued by the FMCSA, and (ii) the motor carrier has agreed to perform transportation of the shipment in full compliance with all applicable safety laws and requirements.

INSURANCE. Motor carriers selected by Broker shall maintain insurance of the kind and in the amounts as required in the Insurance Section of this Agreement.

CARGO LOSS OR DAMAGE. Broker shall contractually require that motor carriers selected by Broker agree to be liable to Shipper for damages, including cargo loss or damage, as provided in the Cargo Liability Section of this Agreement.

SHIPMENT SCHEDULES. Motor carriers selected by Broker shall be contractually required to perform timely and reliable pick up and delivery of the shipment in accordance with reasonable schedules communicated in writing by Shipper to Broker or Broker's arranged motor carriers providing the actual, physical transportation of such shipment.

PERFORMANCE OF BROKERAGE SERVICES. Broker will arrange the dispatch and transport of each shipment tendered to it by Shipper. Broker will provide Shipper with prompt notification by telephone or electronic communication when this obligation cannot be met for any reason. Broker will communicate any delivery schedule requested by Shipper to each motor carrier that it engages to transport any particular shipment of Shipper. Broker will contractually require that its selected motor carriers perform the actual physical transportation of the shipment, and agree not to "double broker" such transportation to another motor carrier.

HAZARDOUS MATERIALS. Shipper will not tender to Broker any shipment of property involving Class A or Class B explosives, poison gas, radioactive materials, solid waste, hazardous substances or restricted waste (including medical waste) as classified or regulated by any environmental law or regulation in effect now or in the future. Notwithstanding the foregoing, Shipper may tender to Broker certain property which has been classified as a “hazardous material,” as defined in 49 C.F.R. Parts 171 *et seq.* provided Shipper has given Broker written notice prior to tendering and Broker has agreed to accept such shipment.

For shipments involving any hazardous materials. Shipper shall strictly comply with all applicable laws and regulations relating to the transportation of hazardous materials. Shipper shall perform all pre-transportation functions for the transportation of hazardous materials, including classifying the shipment, packaging, marking and labeling, preparing proper shipping papers, providing emergency response information, loading, blocking and bracing, placarding and certifying the hazardous materials shipment is in proper condition for transportation. Shipper is obligated to inform Broker immediately if any shipments constitute hazardous materials. Shipper shall defend, indemnify and hold Broker harmless from any penalties or liability of any kind, including reasonable attorneys' fees, arising out of Shipper's failure to comply with the requirements set forth in this Section.

INDEPENDENT CONTRACTOR. Broker's relationship to Shipper is that of an independent contractor, not an agent or employee, and nothing in this Agreement shall be construed as establishing an employment relationship, partnership or joint venture between the Parties. The carrier arranged by Broker will have sole and exclusive control over the manner in which it performs the transportation services, including the operation of all vehicles and equipment used. Under no circumstances will the carrier arranged by Broker or the carrier's employees, contractors or agents be considered to be an employee, partner, joint venturer, agent or representative of Broker. Broker shall make arrangements that it deems appropriate for the transportation of shipments tendered to it by Shipper under this Agreement. Neither Party shall be liable for any obligation incurred by the other, except as expressly set forth in this Agreement.

COMPLIANCE WITH LAW. Shipper shall comply with any and all federal, State and local laws or regulations applicable to its tendering of shipments for transportation pursuant to the terms of this Agreement and to its performance obligations hereunder.

INDEMNIFICATION. Shipper shall indemnify, defend and hold Broker harmless from and against any loss, damage, cost or expense that Broker may sustain or incur (including reasonable attorney's fees), and any and all claims, demands or actions brought or asserted by any person, firm, governmental agency or other entity against Broker, alleging or resulting from or arising from or in connection with (i) Shipper's breach or failure to comply with any term or condition of this Agreement; or (ii) any third-party claim to the extent arising out of any violation of law, negligence, breach of contract or intentional misconduct of Shipper.

COMPENSATION TO BROKER. Compensation for Broker's Brokerage Services shall be paid by Shipper to Broker for all shipments tendered by Shipper to Broker in accordance with rates, accessorial charges and fuel surcharge agreed to by Broker and Shipper through written agreement, email correspondence, facsimile transmission, text message, other electronic transmission or verbal communication.

INVOICING AND PAYMENT TERMS. Shipper shall pay Broker without deduction or setoff the agreed compensation for each shipment tendered pursuant to this Agreement within thirty (30) days from receipt by Shipper of Broker's invoice and a copy of the delivery receipt, if available. All rates and charges will be priced and paid in US dollars. Any amounts due by Shipper to Broker which are unpaid on or after thirty (30) days of Broker's invoice will bear interest at the rate of 1.5% per month, or the maximum rate permitted by law, whichever is less. The accrual or payment of any interest as provided above will not constitute a waiver by Broker of any rights and remedies in connection with a default by Shipper. Shipper will pay all reasonable collection agency fees, court costs, attorneys' fees and other costs incurred by Broker in collecting past due amounts, including interest.

Shipper must notify Broker in writing of any dispute regarding a Broker invoice within sixty (60) days of the date of the invoice. If Shipper fails to timely notify Broker of the dispute, Broker's invoice will be deemed to be final and Shipper shall be deemed to have accepted such invoice and to have waived any claim or defense to paying the invoice.

BILL OF LADING AND RECEIPT. Broker shall contractually require each motor carrier it selects to transport a shipment tendered by Shipper to Broker: (i) to issue a bill of lading at origin evidencing receipt of the shipment tendered to the motor carrier, and (ii) to obtain a receipt for delivery of the shipment from the consignee or other party accepting delivery. Any terms or conditions of such bill of lading or delivery receipt shall be superseded by the terms and conditions of this Agreement. The bill of lading and delivery receipt shall serve only as a receipt for the shipment and the terms and conditions of this Agreement shall govern.

PAYMENT TO MOTOR CARRIERS. Broker shall be solely and exclusively liable and responsible for the payment of rates and charges to motor carriers engaged by Broker that relate to the transportation of shipments tendered by Shipper to Broker pursuant to this Agreement. Shipper's sole obligation with regard to the payment of transportation charges for Brokerage Services provided under or in relation to this Agreement is to pay Broker as required by this Agreement.

CARGO LIABILITY

LIABILITY LIMITS. The motor carrier arranged by Broker shall contractually agree to liability to Shipper for cargo loss or damage. For purposes of Driveaway Services, the cargo shall be deemed to mean the Vehicle. Except as otherwise provided in this Section, recovery (as opposed to liability) for cargo loss or damage shall be limited to a maximum of one hundred thousand dollars (\$100,000) per shipment or per consolidated shipments, unless insurance coverage for increased cargo value has been requested by Shipper, and Broker has advised Shipper in writing prior to tender of the shipment that it has arranged higher cargo loss or damage coverage. To the extent multiple shipments or consolidated shipments are tendered by Shipper and, at the specific written request of Shipper, are transported at the same time and in the same vehicle, such multiple shipments or consolidated shipments shall be considered a "single shipment" for the purposes of this Section.

LIABILITY OF MOTOR CARRIER. The motor carrier arranged by Broker to transport Shipper's property shall contractually agree to be liable as a motor carrier under 49 U.S.C. § 14706 (Carmack liability) and as a motor carrier under common law to Shipper with respect to damages for loss of or damage to any shipment tendered by Shipper pursuant to this Agreement, except as may be applicable for a Cross Border Shipment. The motor carrier arranged by Broker shall not be liable for any loss or

damage caused by any act of God, the public enemy, authority of law, the act or omission of Shipper, or due to the inherent vice of the goods shipped.

CLAIMS ADMINISTRATION SERVICE. Broker shall provide reasonable assistance to Shipper in the administration of Shipper's claims for loss and damage to cargo against the motor carrier arranged by Broker. All decisions regarding the filing or disposition of any cargo loss and damage claim, including but not limited to, decisions regarding compromise, settlement and litigation of such claims, shall be made by Shipper. Broker shall provide Shipper with all information reasonably requested by Shipper for Shipper to make an informed decision about the handling and disposition of any such claim. If Shipper determines to litigate any aspect of any cargo loss and damage claim against a motor carrier, Shipper shall pay all expenses incurred therewith. Broker shall not be liable to Shipper for claims, including but not limited to: (a) loss, damage or delay claims involving shipments; or (b) bodily injury or property damage claims asserted by a third-party against the motor carrier or Shipper.

PROCESSING OF CARGO LOSS OR DAMAGE CLAIMS. Shipper must file a written claim with Broker or the underlying motor carrier for any cargo loss or damage within nine (9) months from the date of delivery or date the delivery should have occurred for any lost shipment.

In processing of cargo loss or damage claims, the motor carrier selected by Broker shall contractually agree to comply with 49 C.F.R. § 370.1, et seq. and any amendments and/or any other applicable regulations adopted by the U.S. DOT/FMCSA, or any applicable state regulatory agency.

INSURANCE AND BROKER FINANCIAL SECURITY

Insurance: Broker shall require all motor carriers to have and maintain automobile public liability and property damage insurance in the minimum amount of one million dollars (\$1,000,000) and cargo loss or damage insurance in the amount of one hundred thousand dollars (\$100,000) per shipment. Broker agrees to maintain a complete and up to date file of all Certificates of Insurance evidencing public liability and property damage insurance policies, and cargo loss or damage insurance policies of all motor carriers that it contracts with regarding transportation arranged for or on behalf of Shipper.

Broker Financial Security: Broker will maintain a current surety bond (Form BMC-84) or trust fund agreement (Form BMC-85) on file with the FMCSA. A copy of Broker's financial security will be provided to Shipper upon request.

EXCLUSION OF CERTAIN DAMAGES. Neither Party shall be liable for, and each Party hereby waives any right to, any special, indirect, incidental, consequential or punitive damages, including lost profits, lost fees, lost business, loss of use, costs associated with business interruptions or like damages (the "Excluded Damages"), whether based upon contract, tort or any other legal theory, resulting from or in any way connected with the performance by either Party of their respective covenants and agreements pursuant to this Agreement. Neither Party shall be liable to the other for the Excluded Damages, whether foreseeable or not, and even if such Party has been advised or otherwise has knowledge of the possibility of the Excluded Damages.

NOTICE. Any notice and other communication relating to this Agreement shall be in writing and be sent: (i) by certified mail, return receipt requested, postage prepaid; (ii) by nationally recognized

overnight courier service to the addresses stated above; (iii) by email with proof of receipt by the intended recipient; or (iv) in such other manner or to such other address as shall have been designated by the Party to which such notice or other communication is to be given. All such notices and other communications will be deemed to have been given and received by the addressee.

NON-DISCLOSURE OF INFORMATION. Broker and Shipper agree to keep confidential any information provided by the other Party relating to such Party's operations or business activities, including, but not limited to: (i) the names of motor carriers, customers, suppliers and vendors; and (ii) freight rates and charges (collectively "Confidential Information"). For purposes hereof, Confidential Information shall also include the terms and conditions of this Agreement and any amendments or attachments hereto. Each Party agrees to hold all such Confidential Information in confidence and shall not use any such Confidential Information other than for the benefit of the other Party or in performance of its obligations under this Agreement.

The restriction against disclosure of Confidential Information as specified in this Section shall not apply to information which: (i) was already known prior to the time it was imparted to the receiving Party by the other Party; (ii) is available or becomes generally available to the public other than through a breach of this Agreement by the receiving Party; (iii) is acquired or received by the receiving Party rightfully and without confidential limitation from a third-party; or (iv) is independently developed by the receiving Party without breach of this Agreement.

If either Party becomes legally required to disclose Confidential Information, or any part thereof, that Party will give the other prompt notice of such requirement. If the non-disclosing Party waives compliance with any of the terms of this Agreement or is unable to obtain a protective order or other appropriate remedy with respect to such disclosure of Confidential Information, then the disclosing Party shall disclose only that portion of the Confidential Information necessary to ensure compliance with such legal requirement.

COMPLIANCE WITH LAWS. Shipper agrees to comply with all applicable federal, State and local laws, ordinances and regulations relating to this Agreement. Shipper is responsible to ensure its property intended for transportation are properly marked or labeled in accordance with all applicable laws and regulations. For purposes of arranging motor carrier transportation services, the Parties agree Broker is and at all times will be operating as a "property broker" as defined in 49 U.S.C. § 13102(2), and not as a "motor carrier" or a "freight forwarder."

GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan except and only to the extent that any mandatory federal law is applicable to this Agreement.

ASSIGNMENT. Neither Party shall assign this Agreement or any interest in this Agreement, without the prior written consent of the other Party, except if notice is provided and the assignment is to a parent, subsidiary or affiliated entity of the assigning Party. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon, the successors and assigns of the Parties.

ENTIRE AGREEMENT. Neither Party has rights, warranties or conditions expressed or implied, statutory or otherwise, other than those contained in this Agreement. This Agreement contains the entire agreement between Broker and Shipper. Broker may in its sole discretion amend and modify these terms and conditions at any time without notice to Shipper by posting updated terms and

conditions at www.rpmmoves.com. The changed terms and conditions will be in effect immediately, however, the version of the terms and conditions in effect on the date a shipment is tendered to Broker will continue to apply for the duration of the shipment. Shipper's continued use of Broker's Brokerage Services shall constitute Shipper's agreement to the updated terms and conditions for all subsequent shipments. Any document submitted by Shipper to Broker confirming its intention to tender a shipment to Broker will be deemed to constitute a confirmation and acceptance of this Agreement, even if such document states terms in addition to or different from those in this Agreement. All agreements between Broker and Shipper will be solely under the terms and conditions of this Agreement, and Broker objects to any and all such additional or different terms contained in any document submitted to Broker by Shipper. Any execution by Broker of any other document submitted by Shipper in connection with the tender of any shipment does not constitute acceptance of or agreement to any terms and conditions in addition to or different from those contained in this Agreement, but will constitute only acknowledgment of receipt of such document.

With respect to Cross Border Shipments originating in Canada, it is the express wish of the Parties that the Agreement and Cross Border Addendum and all related documents be drafted in the English language. C'est la volonté expresse des parties que cette convention et tous documents y réfèrent soient rédigés en langue anglaise. With respect to Cross Border Shipments originating in Mexico, the Parties agree to translate the Agreement and the Cross Border Addendum into Spanish if required by applicable law.

WAIVER. No waiver of any provision of this Agreement will be binding unless in writing signed by an authorized representative of the Party against whom the waiver is asserted, and unless expressly made generally applicable, will apply only to the specific case for which the waiver is given. Failure of either Party to insist upon strict performance of this Agreement will not be construed as a waiver of any term or condition of the Agreement.

SEVERABILITY. If any provision of this Agreement is or becomes invalid or unenforceable, that provision (to the extent invalid or unenforceable) shall be deemed amended or reformed to the extent required to render it valid and enforceable, and the remainder of this Agreement shall be unaffected and shall continue in effect.

DISPUTES. Except with respect to any dispute relating to Shipper's non-payment of any invoices, fees, accessorial charges, fuel surcharges or other amounts owing to Broker, all of which such disputes shall be resolved as set forth in the succeeding paragraph, all disputes between the Parties arising out of or relating to this Agreement, which the Parties are unable to resolve within fifteen (15) days after the dispute has arisen, shall be subject to final and binding arbitration as set forth in this Section. Arbitration proceedings shall be conducted under the rules of the Transportation ADR Council ("TADR") or the American Arbitration Association ("AAA"), at Broker's sole discretion. Arbitration proceedings shall be started within eighteen (18) months from the date of the occurrence from which the dispute allegedly arose. Upon agreement of the Parties, arbitration proceedings may be conducted outside of the administrative control of the TADR or AAA. The decision of the arbitrator(s) shall be binding and final, and the award of the arbitrator(s) may be entered as judgment in any court of competent jurisdiction. The prevailing Party shall be entitled to recovery of costs, expenses and reasonable attorney's fees as well as those costs and fees incurred in any action for injunctive relief, or in the event further legal action is taken to enforce the award of the arbitrator(s). Arbitration proceedings shall be conducted at the office of TADR or the AAA nearest Detroit, Michigan or such

other place as mutually agreed upon in writing by the Parties or directed by the acting arbitration organization.

The Parties agree the exclusive forum and venue for any legal action, proceeding or claim relating to Shipper's non-payment of any invoices, fees, accessorial charges, fuel surcharges or other amounts owing to Broker under this Agreement shall be brought in the state or federal courts sitting in the State of Michigan, and the Parties hereby irrevocably and unconditionally consent to the jurisdiction of such court and hereby waive any defense of an inconvenient forum to the maintenance of any such action, proceeding or claim in any such court, any objection to venue with respect to any such action, proceeding or claim and any right of jurisdiction on account of the place of residence or domicile of the Parties. **EACH PARTY EXPRESSLY AND IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY SUCH ACTION, PROCEEDING OR CLAIM RELATING TO SHIPPER'S NON-PAYMENT TO BROKER.**

Notwithstanding the foregoing, either Party may apply to a court of competent jurisdiction for injunctive relief to enforce any provision of this Agreement. The venue for any such action against Broker shall be in the State courts for the State of Michigan, Oakland County, or the United States District Court for the Eastern District of Michigan. The arbitration provisions of this Section shall not apply to enforcement of the award of any such arbitration.

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