

TERMS AND CONDITIONS OF PROVIDED SERVICES:

A. LTL and TL - Over The Road (OTR) Brokerage Shipments

1. In utilizing Quad Logistics Services, LLC D/B/A QuadExpress (hereinafter referred to as “QuadExpress”) for arranging of transportation of goods by third parties (hereinafter referred to as “Carriers”); Shipper / Consignee /QuadExpress’ Customer (collectively hereinafter referred to as “Customer”) agree to the following terms and conditions. These terms and conditions are non-negotiable and binding upon all parties utilizing the services of QuadExpress unless otherwise agreed to in writing. No employee, agent or independent contractor of QuadExpress has the authority to waive any of the terms and conditions stated herein.

2. Customer in engaging QuadExpress for the arrangement of transportation for full Truck Load (TL) shipments, Less Than Truckload (LTL) shipments and shipments handled by QuadExpress in a “Managed Transportation” environment, agree that all such moves will be arranged by Quad Logistics Services, LLC D/B/A QuadExpress solely under their Property Broker authority issued by the Federal Motor Carrier Safety Administration - FMCSA (MC #415566) unless otherwise agreed to in writing. Customer agrees and understands QuadExpress is a Broker and not a Motor Carrier. Customer understands QuadExpress has no liability for loss or damage to goods in transit or any other liability unless stated hereinafter.

3. QuadExpress shall commercially reasonable efforts to ensure that Carriers it engages (i) hold valid operating authority and insurance in compliance with the applicable federal regulations, (ii) that will transport shipments on a bill of lading with terms no less favorable to the Customer than the terms of the Uniform Straight Bill of Lading, (iii) that agree to process valid cargo loss and damage claims in accordance with 49 CFR 370, (iv) that provide a Certificate(s) of Liability Insurance certifying/evidencing that insurance policies of \$1,000,000 in Automobile Liability insurance and \$100,000 in Motor Truck Cargo Liability insurance have been issued in Carriers name. (All terms and conditions and exclusions of engaged Carriers insurance policies apply.)

4. Customer understands and agrees that Carriers engaged for the arrangement of transportation of goods may impose terms and conditions of their service(s) not stated in these terms and conditions, including but not limited to: accessorial charges, limiting their liability for loss, damage or delay, packaging requirements, accessorial service charges, fines and penalties. Customer acknowledges and agrees QuadExpress is not required to inform Customer regarding any such rules, liability limitations or other terms or conditions of a Carrier that may apply to services rendered. *Note:* Any requested changes or corrections to shipment documentation will be subject to a charge of \$75.00 per occurrence.

5. Customer understands and agrees that Carriers engaged by QuadExpress may have underlying rules tariffs containing exclusions pertaining to certain commodities and/or limit their liability based on “released values” assigned to different commodities. Carriers engaged by QuadExpress may also limit their liability to .25¢ (twenty-five cents) per pound or less for (but not limited to) the following commodities: used goods, used machinery, reconditioned goods, electronics, desktop computers, laptop computers, tablet computer devices, cellular phones, personal effects, alcoholic beverages, beer, wine, perishables, produce and other applicable commodities not mentioned here.

6. QuadExpress is not an Insurance Company, Insurance Broker or Insurance Agent. Unless requested to do so in writing and confirmed to Customer in writing, QuadExpress is under no obligation to procure insurance on behalf of Customer. If Customer desires optional “Shippers Interest Coverage” (All Risk) coverage, Customer may obtain such coverage directly via QuadExpress’ insurer (Roanoke) by requesting an “Insured Value” through QE’s operating system or by requesting insurance be procured on their behalf. “Proof of coverage” statements can be provided upon request. Customer will be responsible for and shall pay all premiums, charges and costs in connection with procuring requested insurance. All terms and conditions and exclusions of policy apply.

7. Exemptions to Shipper's Interest Coverage (All Risk) - The following commodities require prior written approval by the Insurer of the goods (Roanoke) in order to be accepted for optional Shipper's Interest Coverage (All Risk): bulk products,

flowers and plants, models (including architectural), fresh foods and other perishables (excepting frozen foods via reefer container), pharmaceutical drugs, cigarettes and tobacco products, jewelry, precious stones and metals, computer chips and similar memory devices, knitting and textile machines, cotton, laptop computers (including tablet devices), stamp collections, televisions, mobile telephones, used goods, computers (excluding laptops), lasers, laser equipment and shipments over \$100,000. Further exclusions to optional Shipper's Interest Coverage (All Risk) may apply and are available upon request from the insurer. Named Insured agrees to pay and all deductibles if applicable.

8. Excluded Commodities - QuadExpress will not accept or agree to arrange transportation for the following commodities: cash, specie (money in the form of coins rather than notes), bonds, securities and other negotiable papers, evidence for a trial, shipments traveling "in bond", human remains, eggs, live animals, firearms, explosives, ammunition, goods prohibited by law, antiques, artwork (original or reproduced), automobiles, motorcycles, furs, fur clothing and "Household Goods".

9. Customer warrants that all shipments will be tendered to Carriers in good order and condition and will be properly described on the applicable bill of lading. Customer further warrants that all packages will be properly marked, labeled and addressed and that their contents will be adequately packaged and secured as to prevent damage during the *rigors of normal transportation*. Customer acknowledges that it will strictly adhere to any applicable packaging guidelines set forth by the National Motor Freight Classification (NMFC) or other applicable industry loading circulars.

10. QuadExpress does not guarantee Carriers it engages will pick-up, transport or deliver by a stipulated date or a stipulated time, nor shall QuadExpress be liable for any consequences arising from the Carrier it engages failure to do so.

11. Receipt of any shipment by the consignee or the consignee's agent, without written, detailed notice of exception on the delivery receipt / bill of lading shall be considered *prima facie* evidence that the shipment received ordinary care and handling and was delivered in "good order" (condition) by the Carrier arranged by QuadExpress.

12. In the instance of a valid Cargo loss or damage claim, QuadExpress, as an accommodation to Customers, will help facilitate the cargo claims process for claims over \$50.00 (fifty dollars). Customer agrees that prior to filing claims, it will mitigate its losses. Customer further agrees that it will retain all products and packaging materials, regardless of their condition, until advised otherwise by Carrier. Customer agrees to provide a contact name and telephone number in order for Carrier engaged by QuadExpress to arrange for inspection of the goods being claimed or for the salvage pickup of merchandise claimed as a total loss. Failure to retain salvage or properly notify the Carrier of the reason mitigation or repair of claimed goods is not possible may result in declination of the claim by the Carrier. Customer agrees and acknowledges the *prima facie* evidence in all cargo claims is the damage noted delivery bill of lading and/or the Carrier's delivery receipt. Customer agrees and acknowledges that claims for "Concealed Damage" will not be filed by QuadExpress.

13. In order for QuadExpress to facilitate the cargo claims process, claims must be made in writing and sent to QuadExpress at QE-Claims@gg.com within 90 days of delivery date. All submitted claims will be filed against the applicable Carrier on behalf of Customer.

14. Customer agrees to provide QuadExpress with all necessary and appropriate support documentation prior to QuadExpress filing a loss or damage claim on their behalf. Required documents (if applicable): QuadExpress Claim Form, Bill of Lading, loss/damage notated delivery receipt, commercial invoice, pictures, receiving or OS&D report, inspection report, repair invoice, detailed mitigation records.

15. Claims for loss and damage of regulated commodities are governed by the regulations published at 49 C.F.R. §370. Carriers engaged by QuadExpress have 30 days to acknowledge receipt of claims. Carriers also must pay, decline, or make a firm compromise settlement offer in writing or electronically to the claimant within 120 days after receipt of the claim by the Carrier; Provided, however, That, if the claim cannot be processed and disposed of within 120 days after the receipt thereof, the Carrier shall at that time and at the expiration of each succeeding 60-day period while the claim

remains pending, advise the claimant in writing or electronically of the status of the claim and the reason for the delay in making final disposition thereof and it shall retain a copy of such advice to the claimant in its claim file thereon. Customers have two (2) years from the date a claim is denied to file a suit to recover its loss from the actual Carrier.

16. QuadExpress shall use reasonable efforts to collect or negotiate settlement of all claims. All funds recovered or collected in satisfaction of loss or damage claim will be passed on to Customer. Customer retains the right to file cargo, loss and damage claims with the motor Carrier directly if it so chooses.

17. Customer agrees that it shall not set off monies due QuadExpress in lieu of unpaid cargo loss and damage claims.

18. Customer agrees that QuadExpress reserves the right to set-off open freight charge balances against any monies received for the payment of cargo loss and damage claims.

19. Payment of invoices for services provided are due fifteen (15) days from the presentation of the invoice (invoice date) unless extended payment terms are agreed to in writing. Any invoice not paid within fifteen (15) days from invoice date is deemed delinquent. If charges invoiced for services provided are not paid in full within fifteen (15) days from invoice date, QuadExpress may assess a late payment charge up to 1.5% monthly or the maximum rate amount permitted by law, whichever is less, on the unpaid balance. In the event collection efforts or legal action is necessary to recover monies due, customer agrees to pay all costs and legal fees associated with such actions.

20. QuadExpress shall use reasonable care, diligence, and skill to provide services and makes no other express or implied warranty in connection with the services it provides or the services provided by the Carrier it engages.

21. QuadExpress shall not be liable to Customer for any negligent or intentional act, omission, or inaction of Carriers it engages on Customer's behalf including without limitation, any delay or loss that occurs while a shipment is in the custody or control of the Carrier. Customer shall bring all claims involving any negligent or intentional act, omission, or action solely and directly against the liable Carrier.

22. In no event shall QuadExpress be liable or responsible for any actual, consequential, special or incidental damages including, but not limited to, Customer's lost profits, loss of goodwill, increased overhead, income, interest, utility or loss of market, resulting from the arrangement of transportation of shipments regardless of whether or not QuadExpress or the Carriers it engages had knowledge that such damages might be incurred.

23. Customer agrees that the insertion of QuadExpress's (Quad Logistics Services, LLC d/b/a/ QuadExpress) name as the "carrier" on the bill of lading is for customer's convenience only and in no way imposes any liability on QuadExpress or changes their status as a Broker.

24. QuadExpress shall be liable only for its own actions and omissions. In no instance shall QuadExpress' liability ever be greater than \$100.00 (one hundred dollars).

25. Customer agrees that these terms, conditions and liabilities shall be binding upon all shipments arranged by QuadExpress. Should any provision of these terms be held invalid or unenforceable, the remainder of the provisions and the application thereof other than those provisions as to which it shall have been held invalid or unenforceable, shall not be affected thereby and shall be considered valid and enforceable.

B - OCEAN FREIGHT / NVOCC / OTI SERVICES:

1. Customers engaging QuadExpress for Ocean Freight (*NVOCC / OTI - FMC #024938NF*) services, agree and understand that the terms and conditions of the Ocean Bill of Lading apply to all shipments.

2. Carrier liability will be the same as indicated under 46 U.S.C. § 1300-1315 (The Carriage of Goods by Sea Act - COGSA).

- i. Ocean freight liability will be no greater than \$500 per “package” or “customary freight unit.”
 - ii. If Customer is declaring a higher value (DV), Customer agrees to pay any and all charges associated with excess valuations.
3. Claims for loss/damage must be filed within 3 days of delivery.

Note: Subsequent terms of the Ocean BOL may also apply.

C - FREIGHT FORWARDING / AIR FREIGHT SERVICES:

1. Customers engaging QuadExpress as a Freight Forwarder (*FF 0348*) understand and agree that the terms and conditions of the Air Way Bill apply to all shipments.
2. QuadExpress’ liability when acting in the capacity of a freight forwarder will be no greater than .50¢ per pound (regardless of transportation mode) for domestic shipments and international shipments originating in the United States.
3. For international shipments, liability will be limited to 19 SDRs per Kilo. (2.2 Lbs.) SDR = Special Drawing Rights.
4. If Customer is declaring a higher value (DV), Customer agrees to pay any and all charges associated with excess valuations.
5. Claims for loss/damage must be filed within 14 days of delivery.
6. Claims for delay must be filed within 21 days of delivery.

Note: Subsequent terms of the air waybill may also apply.

D – RATE AND FEE QUOTATIONS: Quotations as to fees, rates of duty, freight charges and other brokerage service charges given by QuadExpress to the Customer are for informational purposes only and are subject to change without notice; no quotation shall be binding upon QuadExpress unless QuadExpress agrees in writing to undertake the handling or transportation of the shipment at a specific rate or amount set forth in the quotation.

E - INDEMNITY: Customers engaging QuadExpress for any of its services shall forever indemnify and hold harmless QuadExpress, its parent company, subsidiaries, affiliates, shareholders, directors, officers, employees, agents, contractors, representatives, from any and all claims, damages, losses, lawsuits, administrative proceedings, all other proceedings, liabilities, costs, and expenses. By way of example and not limitation, the foregoing shall include claims for property damage, personal injuries; fines and penalties; the expenses of domestic and international travel; storage and demurrage charges; lodging and meals; and the fees of consultants, experts, and attorneys.

F. Terms and Conditions: QuadExpress’s terms and conditions are subject change without notice.

pharmaceutical drugs, cigarettes and tobacco products, jewelry, precious stones and metals, computer chips and similar memory devices, knitting and textile machines, cotton, laptop computers (including tablet devices), stamp collections, televisions, mobile telephones, used goods, computers (excluding laptops), lasers, laser equipment and shipments over \$100,000. Further exclusions to optional Shipper's Interest Coverage (All Risk) may apply and are available upon request from the insurer. Named Insured agrees to pay and all deductibles if applicable.

8. Excluded Commodities - QuadExpress will not accept or agree to arrange transportation for the following commodities: cash, specie (money in the form of coins rather than notes), bonds, securities and other negotiable papers, evidence for a trial, shipments traveling "in bond", human remains, eggs, live animals, firearms, explosives, ammunition, goods prohibited by law, antiques, artwork (original or reproduced), automobiles, motorcycles, furs, fur clothing and "Household Goods".

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Terms and Conditions for Roanoke "ALL RISK" ("Shippers Interest") Insurance
 Roanoke - Quick Reference to Terms & Conditions

COMMODITY	INSURING TERMS AND CONDITIONS
General Merchandise (New)	"All Risks" - No Deductible.
Goods Traveling to/from and/or Within Mexico by Truck or Rail, Other Than as a Connecting Conveyance	"All Risks" 1% Deductible (minimum \$2,500) of the total insured value. Hijacking claims 10% Deductible (minimum \$10,000). Warranted that all trucks are to utilize the toll road system. Failure to comply with warranty shall void coverage for theft, pilferage, non-delivery and/or hijacking.
Used Goods and/or Merchandise	** REQUIRES PRIOR UNDERWRITING APPROVAL. <i>In the event shipment is approved, the following verbiage will apply and customer must be advised of exclusions prior to shipment:</i> "All Risks" subject to Machinery Clause as applicable. However excluding claims for: Rust, Oxidation, and Discoloration; Wear, Tear and Gradual Deterioration; Electrical, Electronic and Mechanical derangement unless caused by an insured peril; Marring, Scratching, Denting and/or cost of Repainting, unless a pre-shipment conditions report is issued prior to shipping, at Assured's Expense.
New and/or Used Trade Show Material in Transit	"All Risks", however used trade show material is subject to Machinery Clause as applicable. However excluding claims for: Rust, Oxidation, and Discoloration; Wear, Tear and Gradual Deterioration; Electrical, Electronic and Mechanical derangement unless caused by an insured peril; Marring, Scratching, Denting and/or cost of Repainting, unless a pre-shipment conditions report is issued prior to shipping, at Assured's Expense. Exterior Shipping Cartons/Crates/Cases – if less than 5 years old – may be insured, subject to the above insuring conditions, IF the original purchase price of the carton/etc. is included in the total insured value of the shipment. Carton/etc. will be subject to a 20% straight line depreciation each year from date of manufacture. If carton/etc. price is NOT included in the insured value, or if the carton/etc. is 5 years or older, then there is NO coverage afforded them under the Policy.
Bagged Goods	"All Risks" 3% deductible (minimum \$250) on claims for breaking, tearing bursting or ripping of the bag(s).
Chinaware, Glassware and other Similar Fragile Articles	"All Risks" 5% deductible (minimum \$250) on claims for breakage. Windows and Plate Glass – Roanoke must provide a Special Quote by shipment! ** REQUIRES PRIOR UNDERWRITING APPROVAL.
Ceramic, Marble and Granite Tiles	"All Risks" 5% deductible (minimum \$250) on claims for breakage. Blocks and Slabs – Roanoke must provide a Special Quote by shipment! ** REQUIRES PRIOR UNDERWRITING APPROVAL.
Steel and Steel Products	"All Risks" excluding Rust, Oxidation and Discoloration. Non-crated pipe, tube, rods, beams or similar merchandise further excludes bending, twisting and end damage.
Lumber	All Risk, subject to a 2% deductible of the total insured value (but subject to a minimum deductible of \$250).
Scrap Metal	Excluding coverage for bearings, turnings, engine blocks, oil covered scrap, shipments exceeding \$50,000. Roanoke must provide a Special Quote by shipment - ** REQUIRES PRIOR UNDERWRITING APPROVAL!
<p>Shipments not insured to full value will be subject to any and all co-insurance rules and associated costs.</p> <p>Concealed Damage "All Risk" claims must be filed within 30 Days of delivery of shipment.</p> <p>Other exclusions may apply.</p>	