



## **BROKER – CARRIER TERMS AND CONDITIONS**

These terms and conditions, as amended, modified or supplemented from time to time (the “Terms and Conditions”) apply to all services provided by a motor carrier (“Carrier”) to 48 Logistix (“Broker”), a dba of Multi Distributing LLC. These Terms and Conditions shall constitute the entire agreement between the parties and no other tariff provisions shall apply to the services provided by Carrier to Broker under these Terms and Conditions. Performance of any work by Carrier for Broker shall constitute acceptance by Carrier of these Terms and Conditions. Broker objects to any terms proposed in Carrier’s acknowledgment or other form of acceptance of Broker’s offer to perform services which add to, vary from, or conflict with these Terms and Conditions. Any such terms proposed by Carrier shall be void and these Terms and Conditions shall constitute the complete and exclusive statement of the terms and conditions between Carrier and Broker. Broker reserves the right from time to time to modify, amend or supplement these Terms and Conditions without notice to Carrier. Carrier may not modify these Terms and Conditions. Copies of Broker’s most recent Terms and Conditions are available upon request. Broker’s Terms and Conditions in effect on the date of shipment shall apply.

Carrier represents that it is a motor carrier of property duly authorized by all applicable state, provincial, or federal authorities to provide compensated contract carriage of property for shippers and receivers of regulated and non-regulated property, and provides transportation services and related services in the United States.

Broker represents that it is a transportation Broker, duly authorized by the U.S. Department of Transportation (“DOT”), to arrange for the transportation of property by contract motor carriers on behalf of shippers and receivers.

Carrier recognizes the special, distinct, varying and continuing transportation needs of Broker and its customer base of shippers and receivers, and in order to serve a portion of those transportation needs, Carrier desires to provide contract carriage and related services to Broker pursuant to these Terms and Conditions.

**1. EFFECTIVE DATE AND TERM.** These Terms and Conditions shall become effective upon the date which Carrier and Broker commenced doing business together and shall remain in effect as long as any Confirmation Sheets (as defined below) between Broker and Carrier are in effect or there are unresolved issues pertaining to such Confirmation Sheet, except as otherwise provided herein.

**2. SCOPE OF TERMS AND CONDITIONS.** These Terms and Conditions shall govern all shipments tendered to Carrier by Broker (or upon Broker’s instructions), and accepted by Carrier, whether regulated or non-regulated property, in interstate, intrastate, or international transportation. The Parties expressly acknowledge and agree that the terms of these Terms and Conditions and any addendums incorporated herein, shall apply to all shipments tendered to Carrier and shall control over any conflicting terms contained in: (i) the Carrier’s tariffs, circulars, rate sheets or service guides; or (ii) any bill of lading, shipping document, receipt or other transportation document issued for any shipment tendered by Broker.

**3. STATUS OF PARTIES.** The relationship of Carrier to Broker shall, at all times, be that of an independent contractor. Nothing herein shall be construed as establishing an agency, partnership, joint venture, hiring or any form of employer-employee relationship between Broker and Carrier. Neither party shall be responsible for any debts, obligations or liabilities incurred by the other in performance of its business activities, except as expressly provided herein. Carrier assumes full responsibility for the payment of all: (i) wages, fees, local, state, federal, and provincial payroll taxes, (ii) contributions or taxes for unemployment

insurance, workers' compensation insurance and/or claims, (iii) pensions, and other social security or related protection, and (iv) any and all other expenses with respect to the persons engaged by Carrier in the performance of transportation and related services in connection with these Terms and Conditions ("Expenses"). Carrier shall indemnify, defend and hold Broker and its customers harmless against all claims related to or arising from such Expenses. Notwithstanding the foregoing provisions, Broker shall be the agent for the Carrier for the limited and express purpose of billing and collecting freight charges and fees from shippers and receivers, and Carrier hereby appoints Broker as its agent for such express and limited purpose. Carrier further agrees that a Shipper's insertion of Broker's name as the carrier on a bill of lading shall be for the shipper's convenience only and shall not change Broker's status as a property Broker nor Carrier's status as a motor carrier. These Terms and Conditions do not bind either party to mutually exclusive services with each other. Both the Broker and Carrier understand and agree that Broker will enter similar agreements with other carriers, and Carrier may enter similar agreements with other Brokers and/or shippers.

**4. FREIGHT RATES.** For all shipments tendered by Broker and accepted by Carrier under these Terms and Conditions, the rates, charges, and fees for the transportation and services shall be set forth in a load or rate confirmation sheet or similar document (a "Confirmation Sheet") in a form provided by Broker. Each Confirmation Sheet shall be issued by Broker, shall be deemed accepted by Carrier upon the written (includes electronic means of transmission) response by the Carrier, and shall be incorporated into these Terms and Conditions, provided; however, that if the terms and conditions specified in these Terms and Conditions are different from the terms and conditions contained in the Confirmation Sheet, the terms and conditions of these Terms and Conditions shall prevail. Carrier agrees and acknowledges that Carrier's dispatchers and other personnel are authorized to enter into Confirmation Sheets with Broker. The rates and charges included in the Confirmation Sheet shall be Carrier's sole and exclusive compensation for rendering the services. Carrier agrees that any other rates, tariffs, circulars, pricing authorities or other similar documents published or offered by Carrier shall not apply to the performance of services under these Terms and Conditions. Such written Confirmation Sheet shall include the charges for the shipment and shall also contain, as applicable, the conditions and any additional or accessorial services required to be performed. The Confirmation Sheet shall be sent by Broker to Carrier prior to loading a load. Carrier represents and warrants that there are no other applicable rates or charges applicable to the services, including those contained in any tariff, terms and conditions, or bill of lading, except those established in these Terms and Conditions or any Confirmation Sheet. Carrier shall advise Broker at or before incurring detention, accessorial (including lumpers), and/or additional charges ("Charges"), otherwise the Carrier forfeits its right to collect such Charges. Such Charges may be established verbally in order to meet specific shipping schedules, but must be confirmed in writing within twenty (24) hours, via fax or email, in order for the Carrier to receive compensation.

**5. PAYMENT.** Broker shall pay Carrier for the transportation of property under these Terms and Conditions in accordance with the shipping rates as established in any Confirmation Sheet with said payment to be made not later than thirty (30) days from receipt by Broker of Carrier's (1) Confirmation Sheet, (2) uncontested invoice, (3) bill of lading, and (4) proof of delivery covering such transportation and services. Carrier agrees that it shall bill Broker for all services in a timely, accurate and complete manner. If, after shipment of property under these Terms and Conditions, the party responsible for payment of freight charges and fees defaults on its obligation to pay Broker for freight charges and fees which Broker has already paid to Carrier, Carrier agrees that all its right, title and interest in such charges and fees shall be, and hereby are, transferred and assigned to Broker for purposes of collection and recovery from the responsible party(s). Carrier shall look solely to Broker for payment of freight bills and agrees to hold the customer harmless therefrom, and, as such, Carrier agrees to refrain from all collection efforts against any other party.

The parties shall process all overcharge, undercharge, and duplicate payments as provided in 49 C.F.R. §378 and 49 U.S.C. §13710, as amended from time to time. Should a shipper or consignee notify Broker of a claim for loss or damage to property transported hereunder, Carrier agrees that Broker shall have the right to set-off an amount sufficient to cover such claim and to deduct and withhold such amount from any payments due to

Carrier.

**6. SERVICES.** Subject to specific shipment instructions, Carrier shall provide motor transportation services for the property of Broker and its customers, operating as a motor carrier under its own authority. Carrier shall transport freight with reasonable dispatch in accordance with the terms of the Confirmation Sheet in a safe, competent, and efficient manner. Carrier will promptly notify Broker of any delay. Carrier will protect and preserve all cargo in accordance with prudent industry standards. Carrier will be responsible for any charges imposed by a shipper or receiver that were caused by actions of the Carrier, including charges for unreasonable delay.

**7. BILLS OF LADING.** Carrier shall sign a bill of lading provided by Broker in compliance with 49 C.F.R. §373.101 (and any amendments thereto) ("Bill of Lading"), showing the kind, condition and numerical quantity of the property received and delivered by Carrier at the loading and unloading points. Shipper's insertion of Broker's name on the bill of lading shall be for shipper's convenience only and shall not change Broker's status as a property broker. Carrier shall assume full and complete responsibility and liability for all loss and/or damage to, or delay of, any shipment of property while in the possession or control of Carrier, provided, however, that if the terms and conditions specified in these Terms and Conditions are different from the terms and conditions contained in the Bill of Lading, these Terms and Conditions shall prevail. Failure to issue a bill of lading, or sign a bill of lading acknowledging receipt of the cargo, by Carrier, shall not affect the liability of Carrier.

**8. DOUBLE BLIND LOAD.** CARRIER HEREBY ACKNOWLEDGES THAT SHIPMENTS HEREUNDER ARE A DOUBLE-BLIND LOAD! CARRIER'S DRIVER MUST USE THE BILL OF LADING PROVIDED BY BROKER FOR SIGNATURES AT DELIVERY. CARRIER SHALL NOT USE SHIPPER'S PAPERWORK OR RATE CONFIRMATION. CARRIER SHALL NOT TELL SHIPPER WHERE THE APPLICABLE LOAD IS GOING, OR RECEIVER WHERE THE APPLICABLE LOAD CAME FROM. CARRIER ACKNOWLEDGES AND AGREES THAT THE PENALTY FOR VIOLATION OF THIS SECTION IS UP TO FIFTY PERCENT (50%) OF THE LINE-HAUL AT BROKER'S SOLE AND ABSOLUTE DISCRETION. THIS SECTION IS EXPRESSLY MADE SUBJECT TO THE CONFIDENTIALITY PROVISIONS SET FORTH IN SECTION 20 OF THESE TERMS AND CONDITIONS.

**9. EQUIPMENT & LABOR.** Carrier, at its sole cost and expense, shall furnish all equipment required for transportation and services hereunder and shall maintain all equipment in clean condition, good repair and working order, and meet all minimum government vehicle standards. Carrier shall employ only competent and properly licensed personnel, who shall be well-trained in the care and safety procedures applicable to shipments being handled and transported. Carrier has exclusive management, control, and direction of its drivers and acknowledges that Broker has no control or input on such decisions. All trailers furnished by Carrier shall meet the specifications described and identified in the applicable Confirmation Sheet and shall be clean, dry and free of any defects or contaminating odor and must be suitable in all respects for the transportation of the property of Broker's customer tendered to Carrier. Unless used for transportation of hazardous waste, the trailers shall not have been used to transport garbage, hazardous waste, solid waste or toxic materials.

**10. COMPLIANCE WITH LAW.** Carrier shall comply with all applicable DOT laws and Federal Motor Carrier Safety Administration regulations as well as any other federal, state, and provincial laws, regulations and ordinances applicable to the operations of a motor carrier. Carrier represents and warrants that, by accepting tender, the time between time of tender and the due date designated by Broker or shipper is reasonable and can be performed by Carrier and its drivers without violating any speed, safety, hours of service, or other related regulations. Carrier will promptly notify Broker in the event that (i) any designated delivery due date cannot be legally met because of such federal regulations, or (ii) any accident, theft or

other occurrence impairs the safety of or delays the delivery of the goods. Carrier further represents and warrants that it shall ensure all equipment used to provide services under these Terms and Conditions is compliant with each individual state law, including, but not limited to, all regulations and requirements under the California Air Resources Board's ("CARB") Transport Refrigeration Unit ("TRU"), Airborne Toxic Control Measure ("ATCM"), and Truck and Bus Regulation and Greenhouse Gas regulation ("GHG"). If applicable, Carrier agrees to implement and adhere to Customs Trade Partnership Against Terrorism ("CTPAT") security criteria applicable to highway carriers published at [www.cbp.gov](http://www.cbp.gov). If applicable, Carrier shall comply with federal, state and local laws applicable to transportation of hazardous materials (including the licensing and training of Haz-Mat qualified drivers), as defined in 49 C.F.R. §172.800, §173, and §397 et seq. to the extent that any shipments hereunder constitute hazardous materials. Carrier shall be liable for and agrees to indemnify, defend, and hold Broker and its customers harmless for any penalties or other liabilities imposed upon Broker and its customer(s) as a result of Carrier's use of equipment found to be noncompliant with any laws, statutes, regulations, or requirements, including but not limited to those set forth above. Upon Broker's request, Carrier shall provide proof of Carrier's compliance with any such laws, statutes, regulations, or requirements.

**11. SAFETY & COMPLIANCE STATUS.** Carrier shall maintain appropriate governmental authority during the term of these Terms and Conditions. If, at any time, Carrier's safety rating issued by any applicable authority is amended or changed to, or, in the case of an initial rating, is first assigned as "Conditional" or "Unsatisfactory", Carrier shall immediately provide Broker with written notification of that fact. Carrier shall also provide immediate written notice if it receives an out-of-service order issued by the DOT or any other governmental agency. In the event of a "Conditional" rating or an out-of-service order, such notice shall set forth any and all action which Carrier has taken to ensure the safety of Carrier's operations and to correct the negative change in Carrier's safety rating. Upon such notice or if Broker independently determines that Carrier does not meet Broker's qualifications as a Carrier, Broker may elect to take any action necessary at Broker's sole discretion, including, but not limited to, (1) cease using the services of Carrier, or (2) immediately terminate these Terms and Conditions with respect to Carrier. Carrier agrees to immediately notify Broker in the event that Carrier is sold or there is a change in control or ownership.

**12. SANITARY FOOD TRANSPORTATION REQUIREMENTS.** Where applicable, Carrier shall comply with all laws and regulations governing the safe and secure transportation of food that will ultimately be consumed by humans or animals. Carrier acknowledges and agrees that the temperature of the goods is a material condition of these Terms and Conditions during the transportation of any food shipments. Where applicable, Carrier shall comply with all laws and regulations governing the safe and secure transportation of food that will ultimately be consumed by humans or animals including, but not limited to, the Food Safety Modernization Act (21 U.S.C. § 2201, *et seq.*), the Food, Drug and Cosmetic Act (21 U.S.C. § 341, *et seq.*) ("FD&C Act"), the Sanitary Food Transportation Act (49 U.S.C. 5701 *et seq.*), and the U.S. Food and Drug Administration's Final Rule on the Sanitary Transportation of Human and Animal Food (21 C.F.R. § 1.900 *et seq.*), collectively (the "Food Safety Laws"). Carrier agrees that food that has been transported or offered for transport, pursuant to these Terms and Conditions, under conditions that are not in compliance with the customer's instructions as provided to Carrier by the customer, through Broker or otherwise, will be considered "adulterated" within the meaning of the FD&C Act (21 U.S.C. §§ 342(a)(4), 342(i)). Carrier understands that adulterated shipments may be refused by the customer, consignee or receiver upon their tender for delivery at the destination without diminishing or affecting Carrier's liability in the event of a cargo claim.

**13. SUBCONTRACT PROHIBITION.** Carrier shall not re-broker, co-broker, subcontract, assign, interline, warehouse, or transfer the transportation of shipments hereunder to any other persons or entity conducting business under a different operating authority, without prior written consent of Broker. It is expressly understood that Carrier's violation of this prohibition shall be deemed a material breach of this

contract and shall nullify and vitiate any Carrier limitation of liabilities or damages herein or otherwise. If Carrier breaches this provision, Broker shall have the right of paying the monies it owes Carrier directly to the delivering carrier, in lieu of payment to Carrier. Carrier shall also be liable to Broker or any third party, including the shipper, customer, consignee or any third-party payor, for any and all liabilities for losses, damages or delays resulting in any way from the actions of the carrier utilized. Upon Broker's payment to delivering carrier, Carrier shall not be released from any liability to Broker under these Terms and Conditions. Carrier further agrees that its indemnification obligations in these Terms and Conditions shall also apply for breach of this provision. In addition to the indemnity obligation herein, Carrier will be liable for consequential damages for violation of this provision.

**14. INSURANCE.** During the term of these Terms and Conditions, Carrier shall procure and maintain, at its sole cost and expense, the following minimum insurance coverages with properly licensed and reputable insurance companies.

a. Commercial Automobile Liability Insurance covering all vehicles utilized by the Carrier with the minimum combined single limit for bodily injury, death and property damage of \$1 million per occurrence (or additional coverage as necessary pursuant to the Confirmation Sheet or 49 CFR Part 387) covering all vehicles used by Carrier in performing the services set forth in these Terms and Conditions.

b. Motor Truck Cargo Legal Liability Insurance in an amount equal to the full value of the property to be transferred by Carrier under these Terms and Conditions, but in no event less than \$100,000 per occurrence. Such cargo liability policy must include coverage for unattended vehicles and shall have no other exclusions or restrictions of any type that would foreseeably preclude coverage related to any cargo loss, damage, or delay claim. In no event shall a rejection of any claim by the Carrier's insurance alleviate the Carrier's responsibility for full liability of loss. If Carrier is transporting temperature-controlled loads, this insurance must contain an endorsement extending coverage to cargo loss or damage occurring due to malfunction of the temperature control equipment.

c. Pollution Liability Insurance with a minimum limit of \$5 million if transporting hazardous materials, which includes coverage for environmental damage and clean up costs due to the release or discharge of hazardous substances when so required under 49 C.F.R. § 387.9.

d. Statutory Workers' Compensation Insurance as required by applicable state law. If Carrier is self-insured, a certificate of the state of domicile must be furnished by such state agency directly to Broker.

e. Any other insurance or surety bonding as agreed upon by Carrier and Broker from time to time to meet special insurance requirements of Broker's customers or as may be required under the laws, ordinances, and regulations of any governmental authority. At all times during the term of these Terms and Conditions, Carrier shall comply with the financial responsibility requirements of federal, state, and provincial departments and agencies through which it is regulated and authorized to operate.

f. Prior to performing services under these Terms and Conditions, Carrier shall furnish to Broker written certificates obtained from Carrier's insurance provider showing that the insurance coverages required in these Terms and Conditions have been procured, are being properly maintained, stating the expiration date, and specifying that written notice of cancellation or modification of the policy shall be given to Broker at least thirty (30) days prior to such cancellation or modification. Regardless of such requirement, Carrier shall also send notification to Broker upon the cancellation or modification of any insurance coverage. Upon request, Carrier shall provide Broker with copies of all applicable insurance policies. Carrier's cargo and liability insurance shall comply with DOT requirements in all respects. Broker reserves the right to determine its acceptable qualifications for the insurance company utilized by the Carrier and may accept or reject the insurance company provided by the Carrier at its sole discretion. The policy limits of an insurance policy shall

not act to decrease the amount for which the Carrier is ultimately liable in any claim or action. Carrier shall add Broker as an additional insured to any of the foregoing policies that will allow Carrier to do so.

**15. INDEMNIFICATION.** To the maximum extent provided by law, Carrier shall defend, indemnify and hold Broker and its shipper and receiver customers harmless from any and all liability and/or claims arising from Carrier's breach of these Terms and Conditions, for loss or damage to any property in the possession and/or control of Carrier arising from the transportation and services provided by Carrier under these Terms and Conditions, and for any and all liability and/or claims for personal injury or death or property damage arising out of the acts or omissions of Carrier or its employees, agents, or contractors in providing transportation and services hereunder. Carrier's obligation shall include liability for payment of any and all costs and/or fees incurred by Broker in the adjustment or defense of any claim for cargo loss or damage and/or claim for personal injury or death or property damage arising out of transportation operations and services under these Terms and Conditions. Carrier agrees that its obligation to defend, indemnify and hold harmless the Broker and its shipper and receiver customers from and against any and all claims and liabilities resulting from or arising out of transportation operations and services under these Terms and Conditions shall survive any termination of these Terms and Conditions.

**16. LIABILITY FOR CARGO CLAIMS.** Carrier shall maintain the sole and exclusive care, custody, and control of all shipments from the time the shipment is delivered to Carrier for transportation until delivery to the consignee accompanied by the appropriate delivery receipt as specified in these Terms and Conditions. Carrier assumes the liability of a common carrier (i.e. Carmack Amendment liability under 49 U.S.C. §14706) for any loss, delay, damage to or destruction of any and all shipments while under Carrier's care, custody, and control. Carrier will process cargo claims in accordance with 49 CFR Part 370. Carrier's liability under these Terms and Conditions for any cargo claims shall be the full value of the property, meaning its replacement cost as established by trade, sell or other invoice documentation, plus any mitigation costs that may be incurred by Broker or its customer.

**17. SALVAGE CLAIMS.** Carrier shall waive any and all right of salvage or resale of any of a customer's damaged goods and shall, at Broker's reasonable request and direction, promptly return or dispose, at Carrier's cost, any and all of a customer's damaged and overage goods shipped by Carrier. Carrier shall not under any circumstance, without Broker's prior written consent, allow a customer's goods to be sold or made available for sale or otherwise disposed of in any salvage markets, employee stores, or any other secondary outlets. In the event that the customer or Broker salvages goods, Carrier shall receive a credit for the actual salvage value of such goods.

**18. NO LIENS.** Carrier shall have no right to assert any lien on or against any property transported under these Terms and Conditions.

**19. NON-SOLICITATION COVENANTS.** Carrier and Broker agree that Broker, at great expense and effort, has developed a broad customer base of shippers, receivers, and vendors that is essential to the successful operations of Broker. Carrier and Broker agree that disclosure of the identity of one or more of Broker's said customers to Carrier constitutes valuable consideration. During the term of these Terms and Conditions and for a period of one (1) year from their termination, Carrier shall not, directly or indirectly, solicit or do business of a transportation or warehousing nature with any of Broker's customers who are serviced by Carrier as a result of these Terms and Conditions unless otherwise agreed to by Broker in writing. Solicitation prohibited under these Terms and Conditions means participation in any conduct, whether direct or indirect, the purpose of which involves transportation and/or handling of property by Carrier for which Carrier does, or did in the past, provide such services for that customer under arrangements first made or procured by Broker. Solicitation includes conduct initiated or induced by Carrier, or accepted by Carrier upon inducement by Broker's customer. If Carrier should perform services of a transportation or warehousing nature for compensation for any Broker customer without prior documented authorization from Broker during

the applicable time period in violation of these Terms and Conditions, Carrier shall pay to Broker within ten (10) days of each such violation an amount equal to twenty-five percent (25%) of all revenues invoiced by Carrier to the solicited customer, together with any and all costs of collection, including reasonable attorney fees, incurred by Broker in enforcing this provision. Broker shall identify its customers to Carrier as each first load from each customer is tendered to Carrier. Carrier's acceptance of the load will acknowledge that this new customer is a Broker customer.

**20. CONFIDENTIALITY.** Carrier shall limit disclosure of information regarding these Terms and Conditions, including Carrier's rates and charges, only to Carrier's agents, employees, and subcontractors directly involved in its execution and performance and those parties internally who have a need to know of these Terms and Conditions. Throughout the term of these Terms and Conditions and for three (3) years thereafter, Carrier specifically agrees to keep confidential all of Broker's and its customers' technical and business information which Carrier has received or may receive as a result of these Terms and Conditions, and the Confirmation Sheets, and the performance thereof, and not to reveal or to divulge such information to third parties or to use or publish such information in any manner whatsoever, without obtaining Broker's prior written consent; provided, however, that Carrier shall not be bound to keep confidential any such information (i) which was lawfully known to Carrier prior to the date of the applicable Confirmation Sheets from sources other than Broker or its customers (ii) which is, or becomes, available to the public without fault on Carrier's, or its employees', agents' or subcontractors' part, or (iii) which is disclosed to Carrier by a party not related, directly or indirectly, to Broker or its customers, and such party has a rightful claim to such information. Carrier shall only use Broker's and its customer's technical and business information to provide the transportation and related services required under these Terms and Conditions and the Confirmation Sheets.

**21. RESOLUTION OF DISPUTES.** The parties desire that the provisions of these Terms and Conditions will have precedence over any federal or state provisions governing or dealing with the specific provisions of these Terms and Conditions. The parties agree that pursuant to 49 U.S.C. § 14101(b)(1) they expressly waive only those rights and remedies under the Interstate Commerce Commission Termination Act and Interstate Commerce Act as amended, and regulations promulgated thereunder, including Part B of Subtitle IV Interstate Transportation, 49 U.S.C. § 13101, et seq., (the "Acts") that conflict with the provisions of these Terms and Conditions. No Party shall challenge any provision of these Terms and Conditions on the ground that any such provision or provisions violates the waived rights and remedies under the Acts. To the extent not governed by applicable federal law, the laws of the State of Missouri will govern the validity, construction, and performance of these Terms and Conditions. All controversies, claims, suits, actions, or proceedings arising hereunder shall be adjudicated in the state and federal courts located in Greene County, Missouri and the parties expressly waive any objection thereto on the basis of personal jurisdiction or venue.

**22. ENTIRE CONTRACT.** The provisions contained in these Terms and Conditions and the applicable Confirmation Sheets properly express and memorialize the complete understanding and agreement between the parties, including those contained in all prior agreements, both verbal or written, and there are no other agreements or understandings between the parties, express or implied, except as set forth herein.

**23. LOGO/TRADEMARK.** Carrier shall not use the name, logo, trademarks or trade names of Broker in publicity releases, promotional material, customer lists, advertising, marketing or business generating efforts, whether written or oral, without obtaining Broker's prior written consent, which consent shall be given at Broker's sole discretion.

**24. CAPTIONS.** The descriptive heading of the sections and subsections of these Terms and Conditions are for convenience only and do not constitute a part of these Terms and Conditions nor do they affect these Terms and Condition's construction or interpretation.

**25. WAIVERS.** No provision of these Terms and Conditions or any Confirmation Sheet shall be waived by any party unless such waiver is in writing and executed by an authorized representative of the party against whom such waiver is sought to be enforced. Waiver by either party of any failure to comply with any provision of these Terms and Conditions by the other party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of these Terms and Conditions.

**26. ASSIGNABILITY.** Carrier is expressly prohibited from assigning any of its rights or delegating any of its obligations under these Terms and Conditions to any third parties (such as sub-haulers, sub-brokers and any other form of substituted person or entity), unless the express written consent to such assignment or delegation is first obtained from Broker. Any assignment of these Terms and Conditions or any Confirmation Sheet, in whole or in part, by Carrier without the prior written consent of Broker shall be void and of no effect. Broker, in its sole discretion, may assign these Terms and Conditions to a parent, subsidiary, or affiliate. Affiliate is defined as a party controlling, controlled by, or under common control with Broker.

**27. BINDING EFFECT.** These Terms and Conditions shall be binding upon Carrier and Carrier's successors and permitted assigns and shall inure to the benefit of the parties and their successors and permitted assigns.

**28. SEVERABILITY.** If any provision of these Terms and Conditions is determined by a court of competent jurisdiction to be contrary to the laws or regulations of any applicable jurisdiction, then such invalid provision shall be severed from these Terms and Conditions; however, such determination shall not affect the validity of any other provisions of these Terms and Conditions.

**29. NOTICES.** Any notices required or permitted to be given under these Terms and Conditions shall be in writing and shall be addressed to the other party at the address of each entity as indicated on the applicable Confirmation Sheet.

**48Logistix™**

a dba of Multi Distributing LLC

3859 S. Cox Rd. Springfield, MO 65807

417-731-3250

[info@48logistix.com](mailto:info@48logistix.com)

[48logistix.com](http://48logistix.com)