



LINKEX

TERMS AND CONDITIONS

GENERAL APPLICATION

LinkEx, Inc. (LinkEx) is a third party logistics provider (3PL) that provides services as a ground freight broker registered with the Federal Motor Carrier Safety Administration, as a Non Vessel Operating Common Carrier (NVOCC) registered with the Federal Maritime Commission, as an Indirect Air Carrier registered with the Transportation Security Administration, as an international freight forwarder, and as a warehouseman. LinkEx does not own or operate trucks, vessels, aircraft, or other vehicles but, as a 3PL, contracts with carriers to provide transportation services. LinkEx's services are governed by the terms and conditions set forth herein below (Terms and Conditions). Service may be provided through LinkEx affiliates Saia TL Plus, LLC and Saia Logistics Services, LLC. These Terms and Conditions apply equally to service provided through these affiliates, and the "LinkEx" used herein includes these affiliates.

AGREEMENT

When a shipper, forwarder, intermediary, or other party (Customer) signs and submits a Credit Application, provided by LinkEx or by its affiliate Saia Motor Freight Line, LLC d/b/a Saia LTL Freight, that Credit Application incorporates these Terms and Conditions by reference. Accordingly, by completing a Credit Application, a Customer is entering into a written contract with LinkEx and agreeing, for itself and the shipper, consignor, and consignee, to be bound by Terms and Conditions. By using LinkEx's services, Customer understands and agrees that, except as expressly set forth in these Terms and Conditions, LinkEx is not a carrier of freight but only a 3PL providing services as a transportation intermediary.

AUTHORITY AND NON-WAIVER

Each shipment tendered by Customer to LinkEx will be governed by these Terms and Conditions and by the contract represented by the completed Credit Application. Only LinkEx officials or personnel expressly authorized to do so by LinkEx have authority to enter into agreements; alter existing agreements; approve rates or pricing; approve deviations from published, contractual, or agreed rates or pricing; approve adjustments to freight bills or invoices; or take any other action to bind LinkEx to contractual terms and conditions other than these Terms and Conditions. Expressly authorized officials are LinkEx personnel with the title of Vice President or any higher title. Local managers, drivers, sales personnel, and other personnel without the title of Vice

President or any higher title are not authorized personnel. These Terms and Conditions may be modified or waived only as set forth in this section. Any deviation from the Terms and Conditions or failure to enforce the Terms and Conditions shall not constitute a waiver of the right to enforce such terms in the future, nor shall any course of dealing or course of performance thereby arise. Except as expressly provided in these Terms and Conditions, the issuance by LinkEx, Customer, or another party to the transportation transaction of a bill of lading, waybill, or other shipping document acts as a receipt of goods only and as evidence of the actual weight, piece count and description of the goods and does not alter these Terms and Conditions. Customer's insertion of LinkEx's name on the bill of lading shall be for Customer's convenience only and shall not change LinkEx's status as a 3PL. Customer understands that even when, for its convenience, LinkEx is listed on the bill of lading, LinkEx is not a motor carrier and will not perform transportation of freight.

LINKEX OBLIGATIONS

LinkEx will contract with transportation providers (e.g. motor carriers, vessel operating ocean carriers, direct air carriers) or other transportation intermediaries to arrange for transportation of Customer's goods. Because LinkEx operates as a 3PL, it has no liability as a carrier, including but not limited to, liability for loss of or damage to Customer's goods, except as expressly set forth in these Terms and Conditions. LinkEx's obligations are limited to arranging, directly or through an intermediary, for transportation of Customer's freight with an authorized and insured carrier. Customer agrees that LinkEx will have no liability for loss of or damage to Customer's goods unless it breaches this obligation or any other obligation expressly set forth in these Terms and Conditions.

LIABILITY AND LIMITATIONS OF LIABILITY

Because LinkEx operates only as a 3PL, it generally has no liability for loss of or damage to Customer's goods, as set forth hereinabove. However, in the event that LinkEx is found to have liability to Customer or any other party for loss of or damage to Customer's goods, Customer agrees that LinkEx's liability is limited to the least of:

1. \$5.00 per pound per package, subject to a maximum of \$50,000 per shipment, for a less than truckload (LTL) shipment for new and .10 cents per pound per package, subject to \$10,000.00 per shipment for a less than truckload (LTL) shipment for other than new goods;
2. \$100,000 per occurrence for a truckload shipment;
3. \$500 per package (or, if not packaged, per customary freight unit) for any shipment governed by the Carriage of Goods by Sea Act (COGSA);
4. \$5.00 per pound per package, subject to a maximum of \$100,000 per shipment, for domestic air shipments;
5. The limitations provided in the Convention for the Unification of Certain Rules for International Carriage by Air (Montreal Convention) for international air shipments;
6. The contractual limitation of liability agreed to by LinkEx and the carrier;

7. The actual cost of the goods supported by a certified copy of the original invoice;
8. The cost of replacement or repair of the lost or damaged cargo;
9. The lowest limited liability amount specified in the Bill of Lading, the National Motor Freight Classification, any applicable contract governing the shipment, any applicable tariff governing the shipment, any applicable limitation of liability under Canadian or Mexican law, the Carriage of Goods by Sea Act, or these Terms and Conditions

In no event will LinkEx be liable for special, consequential, indirect, or incidental damages,, including but not limited to damages arising from delays in delivery of goods, regardless of whether such damages were foreseeable prior to or at the time Customer's goods are tendered for shipment. Unless subject to a specific statute or international convention, all claims against LinkEx for a potential or actual loss must be made in writing and received by LinkEx, within ninety (90) days of the event giving rise to claim; the failure to give LinkEx timely notice shall be a complete defense to any suit or action commenced by Customer. If any applicable statute or international convention requires a longer period for the filing of claims, claims must be filed within the minimum period provided by such statute or international convention. All suits against LinkEx must be filed and properly served on LinkEx as follows:

- (i) For claims arising out of ocean transportation, within one (1) year from the date of the loss;
- (ii) For claims arising out of air transportation, within two (2) years from the date of the loss;
- (iii) For claims arising out of the preparation and /or submission of an import entry(s), within seventy five (75) days from the date of liquidation of the entry(s);
- (iv) For any and all other claims of any other type, within two (2) years from the date of the loss or damage.

If any applicable statute or international convention requires a longer period for filing suit, suit must be filed within the minimum period provided by such statute or international convention.

Customer understands and agrees that LinkEx, as a 3PL, has authority to enter into a contract with a carrier for the transportation of Customer's goods and that LinkEx may agree with the carrier, on Customer's behalf, to limitations of liability for loss of or damage to Customer's goods. Customer agrees to be bound by these limitations of liability negotiated by LinkEx with the carrier and agrees that such limitations of liability shall limit the liability of the carrier and the liability, if any, of LinkEx. LinkEx will not request higher limitations of liability from the carrier unless expressly instructed, in writing, to do so by Customer.

It is Customer's responsibility to file a claim for cargo loss or damage with the carrier. LinkEx may assist in the filing of such claims, but it has not obligation to do so. Customer must meet all applicable time limits and other legal requirements for the filing of claims. Carrier's liability, and the process for filing claims, are determined by the law applicable to the mode of transportation utilized. In general, the applicable laws governing cargo loss or damage and the filing of claims are:

1. Domestic ground transportation by motor vehicle or rail: the Carmack Amendment, 49 U.S.C. 14706 and any tariff maintained by the carrier (Customer agrees that the Carmack Amendment and any tariff maintained by the carrier apply on interstate, intrastate, and exempt shipments);
2. Domestic air transportation: federal common law and any tariff maintained by the carrier;
3. Domestic water transportation: the Harter Act of 1893;
4. International air transportation: Convention for the Unification of Certain Rules for International Carriage by Air (Montreal Convention);
5. International water transportation: the Carriage of Goods by Sea Act

ALTERNATIVE RATES AVAILABLE

Customer may obtain limitations of liability in excess of those set forth in these Terms and Conditions by contacting LinkEx prior to shipment of Customer's goods at 972.481.9900. LinkEx will offer excess limitations of liability in exchange for higher transportation rates. Excess limitations of liability will not apply unless Customer contacts LinkEx prior to shipment of Customer's goods and LinkEx agrees, in writing, to provide limitations of liability in excess of those set forth in these Terms and Conditions.

CUSTOMS

Customer acknowledges that it is required to review all documents and declarations prepared and/or filed with Customs and Border Protection (CBP), other Government Agency and/or third parties, and will immediately advise LinkEx of any errors, discrepancies, incorrect statements, or omissions on any declaration filed on Customer's behalf. In preparing and submitting CBP entries, export declarations, applications, security filings, documentation and/or other required data, LinkEx relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by Customer. Customer shall use reasonable care to insure the correctness of all such information and shall indemnify and hold LinkEx harmless from any and all claims asserted and/or liability or losses suffered by reason of the Customer's failure to disclose information or any incorrect, incomplete or false statement by the Customer or its agent, representative or contractor upon which LinkEx reasonably relied. The Customer agrees that the Customer has an affirmative non-delegable duty to disclose any and all information required to import, export or enter the goods.

CHARGES AND PAYMENT

LinkEx will invoice Customer for its services in accordance with the rates, charges, and provisions agreed to by Customer and LinkEx. If rates are negotiated between the Customer and LinkEx and not otherwise confirmed in writing, such rates shall be considered "written," and shall be binding, upon LinkEx's invoice to Customer. Customer agrees to pay LinkEx's invoice within thirty days of invoice date without deduction or setoff. LinkEx shall apply payment to the amount due for the specified invoice, regardless whether there are earlier unpaid invoices. Payment of the freight charges to LinkEx shall relieve Customer, consignor, consignee, or other responsible party of any

liability to the carrier for non-payment of its freight charges.

Customer shall pay all charges when due without offset for any cause, including but not limited to, cargo claims and overcharge claims.

LinkEx shall have a general and continuing lien on any and all property of Customer coming into LinkEx's actual or constructive possession or control for monies owed to LinkEx with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both. LinkEx shall provide written notice to Customer of its intent to exercise such lien, the exact amount of monies due and owing, as well as any on-going storage or other charges; Customer shall notify all parties having an interest in its shipment(s) of LinkEx's rights and/or the exercise of such lien. Unless, within thirty days of receiving notice of lien, Customer posts cash or letter of credit at sight, or, if the amount due is in dispute, an acceptable bond equal to 110% of the value of the total amount due, in favor of LinkEx, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, LinkEx shall have the right to sell such shipment(s) at public or private sale or auction and any net proceeds remaining thereafter shall be refunded to Customer.

In any action brought by LinkEx to collect charges owed, Customer will be liable to LinkEx for its reasonable attorney's fees and costs and interest at 15% per annum or the highest rate allowed by law, whichever is less, unless a lower amount is agreed to by LinkEx.

NON-SOLICITATION

Customer shall not solicit the services of carriers retained by LinkEx where Customer's use of such carrier first occurred through the LinkEx's efforts. If Customer breaches this provision, LinkEx shall be entitled, as reasonable damages and not as a penalty, to a commission of fifteen percent of the gross revenue from freight assigned by Customer to such carrier for a period of fifteen months. Customer also agrees that the breach of this provision entitles LinkEx to obtain an injunction against Customer in a court of competent jurisdiction, at LinkEx's option.

NVOCC

Shipments tendered to LinkEx in its capacity as NVOCC will be governed by these Terms and Conditions and the Bill of Lading Terms and Conditions (NVOCC Terms) established by LinkEx and available at: www.linkex.us. In the event of any conflict between these Terms and Conditions and the NVOCC Terms, the NVOCC Terms will control for shipments tendered to LinkEx in its capacity as NVOCC.

WAREHOUSING

Freight tendered to LinkEx for warehousing will be governed by these Terms and Conditions and by the Warehouse Terms and Conditions (Warehouse Terms) established by LinkEx and available at: www.linkex.us. In the event of any conflict between these Terms and Conditions and the Warehouse Terms, the Warehouse Terms will control for shipments tendered to LinkEx in its capacity as a warehouseman.

DOMESTIC AIR

Shipments tendered to LinkEx for domestic air transportation will be governed by these Terms and Conditions and the Domestic Air Terms and Conditions (Domestic Air Terms) established by LinkEx and available at: www.linkex.us. In the event of any conflict between these Terms and Conditions and the Domestic Air Terms, the Domestic Air Terms will control for shipments tendered to LinkEx for domestic air transportation.

MISCELLANEOUS

These Terms and Conditions contain the entire agreement between LinkEx and Customer and in the case of conflict between these Terms and Conditions and any shipping document, tariff, or other document issued by LinkEx, the carrier, or other third parties, these Terms and Conditions shall control.

By submitting a signed Credit Application and by Customer's use of LinkEx's services, Customer agrees to the terms of these Terms and Conditions as they may appear from time to time at www.linkex.us. Customer understands that from time to time LinkEx may change its terms and conditions through website notice. If Customer initiates any service after the date of any change, then by such initiation of such services, Customer accepts and agrees to the terms and conditions as set forth in these Terms and Conditions then in effect.

These Terms and Conditions shall be governed by general principles of federal transportation law except that the parties agree to expressly waive, to the maximum extent possible, any provision of federal law inconsistent with these Terms and Conditions (pursuant to 49 U.S.C. 14101(b) and any other applicable statutes). To the extent federal law does not apply, the parties agree that the law of the State of Georgia shall apply without regard to any choice of law provisions found in that state's law.

LinkEx and Customer irrevocably consent to the jurisdiction of the United States District Court and the State courts embracing Forsyth County, Georgia; agree that any action relating to the services performed by LinkEx, shall only be brought in said courts; consent to the exercise of in personam jurisdiction by said courts over it; and further agree that any action to enforce a judgment may be instituted in any jurisdiction.

Customer must inform LinkEx, prior to tender of freight, of protocols for the handling and transportation of any freight that is subject to the Food Safety Modernization Act and its accompanying regulation. Customer will defend, indemnify, and hold LinkEx harmless from any and all damages, costs, penalties, and fines incurred by LinkEx as a result of Customer's failure to comply with the requirements of this paragraph.