

Steelman Brokerage Terms and Conditions

1. **APPLICABILITY.** Unless expressly superseded by a written contract signed by an officer of Steelman Transportation, Inc. ("BROKER") and the shipper, consignor, consignee, or any other entity claiming an interest in goods for which BROKER arranges transportation ("CUSTOMER") these Terms and Conditions shall govern brokerage service provided by BROKER, including services provided pursuant to a Rate Confirmation Agreement ("RCA"), regardless of whether this RCA is signed by the parties.
2. **COMPLIANCE WITH LAW.** BROKER represents and warrants that it is duly and legally qualified to operate as a property broker and to provide the transportation services contemplated herein. BROKER agrees to comply with all federal, state and local laws regarding the provision of such brokerage services. The Parties understand and agree that BROKER functions as an independent entity, and not as a carrier, in selling, negotiating, providing and arranging for transportation for compensation, and that the actual transportation of shipments tendered to BROKER shall be performed by third-party motor carriers ("Servicing Motor Carriers"). SHIPPER warrants and represents that it is authorized to tender the cargo in question to BROKER and that all descriptions of the cargo are complete, accurate, and include all information required by applicable law, rules or regulation. CUSTOMER shall also be responsible for any additional accessorial charges imposed by the Servicing Motor Carrier which were not anticipated at the time BROKER arranged for services with Servicing Motor Carrier.
3. **PAYMENT AND CHARGES.** BROKER will charge and CUSTOMER will pay the rates and charges set forth in the RCA or as otherwise agreed for services provided by BROKER without offset. CUSTOMER agrees to pay BROKER without offset and within fifteen (15) days of receiving the invoice, with interest accruing monthly at a rate of one percent (1%) per month on any unpaid balance. CUSTOMER shall also be liable for any expenses, including attorney fees, BROKER incurs in collecting its rates and charges.
4. **INDEMNIFICATION AND LIMITATION OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES REGARDLESS OF WHETHER THE PARTY TO BE CHARGED HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF BROKER WITH RESPECT TO ANY CLAIMS OR DAMAGES ARISING FROM OR RELATED SERVICES PROVIDED PURSUANT TO THESE TERMS AND CONDITIONS WILL BE FOR THE AMOUNT CHARGED BY BROKER WITH RESPECT TO THE SERVICES SPECIFICALLY GIVING RISE TO SUCH CLAIMS OR DAMAGES. CUSTOMER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS BROKER FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, FINES, JUDGMENTS, PENALTIES AND AMOUNTS (INCLUDING REASONABLE ATTORNEY FEES) ARISING FROM OR RELATED TO: (i) BREACH BY CUSTOMER, SHIPPER AND/OR CONSIGNEE OF THESE TERMS AND CONDITIONS; (ii) THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF CUSTOMER, SHIPPER AND/OR CONSIGNEE, ITS (THEIR) AGENTS, CONTRACTORS OR EMPLOYEES; (iii) VIOLATION BY CUSTOMER, SHIPPER AND/OR CONSIGNEE, ITS (THEIR) AGENTS, CONTRACTORS OR EMPLOYEES OF ANY APPLICABLE LAWS, RULE OR REGULATION; OR (iv) COMPLIANCE WITH OR RELIANCE ON ANY INSTRUCTIONS, DIRECTIONS, OR REQUEST OF CUSTOMER, SHIPPER AND/OR CONSIGNEE.
5. **INDEPENDENT CONTRACTOR.** BROKER and CUSTOMER represent and warrant that their relationship is that of independent contractors and that the respective employees are under their respective exclusive management and control.
6. **CONTRACT CARRIERS.** BROKER shall make reasonable efforts to place CUSTOMER's loads with responsible Servicing Motor Carriers authorized to perform the services required by CUSTOMER for the purposes of transporting the loads with reasonable dispatch under the direction of CUSTOMER. In no event will BROKER tender any goods of CUSTOMER to a Servicing Motor Carrier holding an "unsatisfactory" safety rating from the U.S. Department of Transportation. BROKER also agrees to utilize only Servicing Motor Carriers that possess all insurance coverages required by applicable law. However, the Parties understand and agree that BROKER makes no express or implied warranties or guarantees concerning delivery time or the locating of a Servicing Motor Carrier to provide the transportation services requested by CUSTOMER.
7. **BROKER INSURANCE.** BROKER shall comply with all insurance and bonding requirements imposed upon it by law, including its obligation to maintain a surety bond to benefit the CUSTOMER.
8. **CARGO LOSS, DAMAGE, OR SHORTAGE.** CUSTOMER acknowledges that the liability of Servicing Motor Carriers will not exceed \$100,000 per trailer or conveyance. It will be CUSTOMER's responsibility to insure product in-transit and CUSTOMER acknowledges that if CUSTOMER wishes to declare excess value higher than the Servicing Motor Carrier's limitation, BROKER will have no responsibility to do so and it will be CUSTOMER's responsibility to do so directly with the Servicing Motor Carrier. BROKER may facilitate claims filing and processing with the Servicing Motor Carrier if CUSTOMER submits to BROKER, within six (6) months of the date of delivery, a written claim, fully supported by all relevant documentation, including but not limited to the signed delivery receipt, listing the nature and cause of the claim for cargo damage. BROKER may, in its sole discretion and without liability to CUSTOMER, discontinue pursuit of claims with the Servicing Motor Carrier if such claim is not resolved within sixty (60) days of receipt by BROKER or if CUSTOMER, in BROKER's sole discretion, fails to cooperate with BROKER in filing of claims with the Servicing Motor Carrier. BROKER shall have no liability for cargo loss, damage, or shortage except to the extent such claims are caused by BROKER's negligent acts or omissions, in which case, BROKER's liability shall be limited to the charges assessed by BROKER and paid by CUSTOMER with respect to the goods at issue. CUSTOMER is responsible for filing a claim with BROKER alleging BROKER's liability for cargo loss and damage within six (6) months of the date of delivery of the cargo in question (or, if none, within six (6) months of the date cargo should have been delivered). Failure to do so will result in an absolute bar to any such claim and will relieve BROKER of any and all liability with respect thereto. In no event will BROKER have any liability arising from or related to the Servicing Motor Carrier's refusal to accept full value liability or the Servicing Motor Carrier otherwise limiting its liability for cargo loss and damage. BROKER shall be under no obligation to arrange, and Servicing Motor Carrier shall be under no obligation to provide, service in accordance with any set pick-up or delivery schedule; BROKER's sole obligation is to ensure Servicing Motor Carriers provide services with reasonable dispatch. Any lawsuit arising from such claim must be commenced within two (2) years of denial of all or any part of such claim.
9. **SHIPPING DOCUMENTS.** Unless otherwise agreed in writing, all shipments tendered shall be accepted on a bill of lading. In the event of a conflict between the bill of lading terms and these Terms and Conditions, these Terms and Conditions shall prevail. Upon request of CUSTOMER, BROKER shall require all Servicing Motor Carriers to obtain a delivery receipt from the consignee, showing the products delivered, condition of the shipment and the date and time of such delivery.
10. **NOTIFICATION OF ACCIDENTS OR DELAYS.** BROKER agrees to notify CUSTOMER of any accident or other event of which BROKER is apprised and which prevents the motor carrier from making a timely or safe delivery.
11. **DISPUTE RESOLUTION.** These Terms and Conditions shall be deemed to have been drawn in accordance with the statutes and laws of the state of Missouri and in the event of any disagreement or dispute regarding services subject to these Terms and Conditions, the laws of Missouri shall apply and suit must be brought in Missouri as each party specifically submits to the exclusive personal jurisdiction of such courts for disputes involving this RCA. If applicable state law does not allow for enforcement of a provision of these Terms and Conditions, then the provision in question will be revised to the limited extent necessary to bring the provision into compliance with applicable law while retaining as much as possible the intent of the original language.