



Warehouse Transport Group Standard Terms and Conditions for Carriers

The following terms and conditions apply to all contracts between carrier (“CARRIER”) and Warehouse Transport Group (“BROKER”). These terms and conditions constitute an agreement between the Parties (Carrier and Broker).

1. **PERFORMANCE OF SERVICES.** CARRIER agrees to meet BROKER’S distinct transit and pricing requirements agreed to by the parties from time to time as confirmed by the BROKER’S issuance of Load Confirmation sheets. CARRIER further agrees to comply with all of BROKER’S reasonable shipping instructions communicated to CARRIER after BROKER’S issuance of a Load Confirmation, and to comply with all applicable provisions of any Provincial, Federal, State and/or local law or ordinance and all lawful orders, rules and regulations issued thereunder. CARRIER will perform its services under this Standard Terms & Conditions in accordance with the highest standards of the industry.
2. **RATES AND CHARGES.** CARRIER represents and warrants that there are no other applicable rates or charges except those set forth on the Load Confirmation sheets issued by BROKER from time to time. Any changes to the rate as set forth on the Load Confirmation must be in writing and signed and dated by both parties. BROKER shall pay CARRIER 30 days after BROKER’S receipt of CARRIER’S invoice, shipper’s bill of lading, signed delivery receipt and other documents which may be required by BROKER or shipper.
3. **A. EXCLUSIVE CONTROL.** CARRIER shall have sole and exclusive control over the manner in which CARRIER performs the transportation service provided for hereunder, and CARRIER shall utilize such individuals as it may deem necessary in connection therewith, it being understood and agreed that such individuals shall be subject to discharge, discipline, and control solely and exclusively by CARRIER. CARRIER represents that it is entirely independent and that it is not substantially economically dependent upon the BROKER and there is no functional integration of the BROKER’S and the CARRIER’S respective operations.
B. INDEPENDENT CONTRACTOR - CARRIER will perform the services as an independent contractor. CARRIER assumes full responsibility for the acts and omissions of its employees and has sole responsibility for all taxes, insurance, pension and related matters applicable to its employees. It is CARRIER’S obligation to comply with any and all laws and regulations, and this Standard Terms & Conditions should not be interpreted as a request by BROKER for the CARRIER to violate any laws or regulations or to impose a specific method of work. BROKER’S requests are minimum standards and the CARRIER shall conduct its operations independently and with the highest regard to safety and compliance. CARRIER shall have in place driver and workplace policies consistent with the latest legislation including alcohol and substance policies including cannabis.
C. NO DRIVER INC. DRIVERS – CARRIER will not employ any driver under the “Driver Inc. Model” (any driver who incorporate themselves and who operate carrier-owned vehicles or non-owned assets).
4. **INSURANCE.** CARRIER, at CARRIER’S expense, shall maintain Commercial General Liability and Automobile Liability insurance with minimum limits of not less than \$2,000,000.00 (*Two Million Dollars*) per occurrence for personal injury, property damage, and Cargo Liability insurance with minimum limits of not less than \$500,000 (*Five Hundred Thousand Dollars*) per shipment. Cargo Liability Insurance policies shall not exclude coverage for losses resulting from unattended vehicle or from a trailer detached from the power unit, infidelity, fraud,

dishonesty, theft or criminal acts of CARRIER's employees, agents, officers or directors. CARRIER shall also maintain fidelity coverage for all officers and employees in the amount of \$1,000,000 (One Million Dollars) per incident, such coverage shall extend to include all property and cargo entrusted to the CARRIER and any property or cargo for which the CARRIER may be legally liable for. CARRIER shall provide BROKER a certificate of insurance naming BROKER as Certificate Holder and Additional Insured, evidencing the foregoing coverage prior to providing any services to BROKER under this Standard Terms & Conditions. CARRIER shall provide that said insurance shall not be canceled or materially altered until at least thirty (30) days after written notice is received by BROKER. The CARRIER shall also maintain any insurance coverages required by any government body for the types of transportation and related services specified. The amounts specified herein shall be in U.S. funds if the CARRIER operates in the United States of America.

- 4.1. BROKER will not accept, directly from the CARRIER, Certificates of Insurance or other means of providing proof of insurance renewals or cancellation notices related to BROKER'S Insurance requirements. These must come from CARRIER's insurance producer (agent). All certificates and related documentation must be signed by the insurance producer (agent).
- 4.2. The stipulated limits of coverage above shall not limit any potential liability to BROKER, and failure to deliver certificates of insurance or BROKER'S failure to request delivery shall in no way be construed to be a waiver of CARRIER'S obligation to provide the insurance coverages.
- 4.3. CARRIER hereby waives all right to claim against BROKER with respect to any bodily injury, personal injury, losses or damages to real or personal property howsoever caused. CARRIER hereby waives all rights of subrogation against BROKER on behalf of any insurance company insuring its interests. CARRIER shall be responsible for paying any additional premium that may be charged by its insurer for such waiver.
5. **CARGO LIABILITY.** CARRIER assumes liability as a common carrier for loss, damage to or destruction of the goods entrusted to it or its subcontractor's care, custody or control.
 - (i) Period of Responsibility: CARRIER shall assume liability for any shipment tendered pursuant to this Standard Terms & Conditions from the time the CARRIER signs a bill of lading, or takes possession of the shipment (whichever occurs first) until proper delivery of the shipment is made and signed for by the receiver at destination.
 - (ii) Measure of Damages: The measurement of the loss, damage or injury to commodities shall be the SHIPPER'S invoice value applicable to the kind and quantity of Commodities so lost, damaged or destroyed or the amount of the agreed contract between the broker and the customer or the full value of the cargo as determined by the SHIPPER. CARRIER shall not allow any of the goods tendered to CARRIER to be sold or made available for sale or otherwise disposed of in salvage markets, employee stores or any other secondary outlets without BROKER'S prior written consent. CARRIER agrees to either pay or settle all cargo claims within 30 days of the receipt of a documented claim. CARRIER agrees to notify BROKER'S Claims Department immediately whenever an accident or potential cargo claim occurs.
 - (iii) Shipments originating in Canada: CARRIER assumes liability as a common carrier for loss, damage or delay in respect of any shipment tendered hereunder originating in

Canada (be it an intra-Canada shipment or a shipment from Canada to the United States) in accordance with the deemed or prescribed conditions of carriage as may be prescribed by regulation in the province of origin. Should there be no deemed or prescribed conditions of carriage prescribed by regulation in the province of origin CARRIER shall subject to the provisions in existence in the Province of Ontario and be subject to sub-paragraphs (a) and (b) immediately below, and shall assume liability for loss, damage or delay accordingly.

(a) Valuation in Regulations

The amount of any loss or damage for which the carrier is liable, whether or not the loss or damage results from negligence, shall be the full actual value of the cargo. Amounts specified in legislation such as \$4.41 per kilogram computed on the total weight of the shipment or as set out in any bill of lading shall not be applicable to shipments governed by this Agreement.

(b) Declared Value

Neither the shipper nor BROKER shall be required to declare a value on the bill of lading or other carriage document. The CARRIER shall be responsible for the full actual value of the load as a common carrier of goods

(iv) Shipments originating in the United States: (a) BROKER and CARRIER mutually and expressly agree in respect of intra-United States shipments or shipments from the United States to Canada that pursuant to 49 U.S.C. 14101(b), that the provisions of 49 U.S.C. 13101 et. seq. have no application to the provision of transportation services performed pursuant to this Standard Terms & Conditions except to the extent that any such provisions, rights or remedies contained therein are specifically incorporated or enumerated herein; PROVIDED that this waiver of application of the provisions of such Part does not apply to registration, insurance, or safety fitness requirements. (b) CARRIER liability for any cargo damage, loss or theft from any cause shall be full actual value (measured by fair market value at destination) under the *Carmack Amendment* 49 USC 14706. No limitations of liability shall apply. (c) CARRIER shall comply with 49 C.F.R. §370.1 et seq. and any amendments and/or any other applicable regulations adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, or any applicable federal, state or provincial regulatory agency, for processing all loss and damage claims and salvage.

CARRIER agrees to pay valid claims within 30 days.

6. **RIGHT TO SET OFF CLAIMS.** BROKER shall have the right to set off claims for loss, damage or delay, and claims for overcharge or duplicate payment, against freight or other charges owed to CARRIER. CARRIER shall have no lien for the retention of freight to secure payment of freight charges.
7. **C-TPAT/PIP Certification/Security Requirements.** CARRIER shall confirm in writing whether or not it is C-TPAT or PIP certified. If CARRIER is C-TPAT or PIP certified, CARRIER shall provide a copy of documentation verifying the certification to BROKER. If CARRIER transports goods into the United States or Canada or on behalf of BROKER, must comply with the minimum security criteria as outlined by Customs & Border Protection Agency and Canada Border Services Agency.

8. **NON BILLING OF SHIPPER/CONSIGNEE.** CARRIER agrees that it shall not bill the shipper/consignee or any third party directly nor shall it accept payment from any Shipper/Consignee or any third party for providing transportation under this Standard Terms and Conditions. CARRIER waives any tariff or legislated right to sue or pursue the Shipper/Consignee for amounts owing to it.
9. **NO BACK SOLICITATION.** CARRIER shall not solicit or accept, divert, by-pass, back-solicit traffic from any shipper, consignor, consignee or customer of BROKER where (1) the availability of such traffic first became known to CARRIER as a result of BROKER'S efforts, or (2) where the traffic of the shipper, consignor, consignee or customer of the BROKER was first tendered to the CARRIER by the BROKER. If CARRIER breaches this Standard Terms & Conditions and "back-solicits" the BROKER'S customers, and obtains traffic from such a customer, the BROKER then is entitled, for a period of 12 (twelve) months after the involved traffic first begins to move, to a commission from the CARRIER of fifteen (15) percent of the gross transportation revenue received on the movement of the traffic. Additionally, in the event that BROKER is successful in enforcing these rights, CARRIER shall be liable for all costs and expenses incurred by BROKER, including, but not limited to, reasonable attorneys' fees.
10. **SHIPPER LOAD AND COUNT.** No shipments will be considered Shipper Load and Count (SLC). CARRIER'S failure to count and note any shortages or damage on the origin Bill of Lading will result in CARRIER liability for all such damages and shortages.
11. **WORKERS' COMPENSATION.** CARRIER agrees to be exclusively responsible for the worker's compensation insurance of its employees and to warrant, indemnify and save harmless the BROKER against any claims or legal actions or decisions in this regard. If any direct claim for worker's compensation benefits or awards or any other claims arising from employment are asserted against the BROKER by any of said employees or, in the event of death, by their personal representatives, then the CARRIER shall indemnify and hold the BROKER harmless from and against any such claim(s) to the extent of all benefits and awards, costs of litigation, disbursements and reasonable attorney's fees the BROKER may incur in connection therewith. At the BROKER'S option and upon written notice, CARRIER will undertake to defend the BROKER against such claim(s). CARRIER shall comply with the workers compensation legislation and will provide BROKER with a copy of applicable workers compensation clearance certificate or similar compliance document.
12. **CARRIER EQUIPMENT.** CARRIER agrees to ensure the equipment condition complies with all pertinent rules and specifications set forth in the National Safety Code of Canada and with all other applicable provisions of Provincial, Federal, State and/or Local law or ordinance and all lawful orders, rules and regulations issued thereunder. CARRIER'S equipment offered to BROKER for loading of the commodities to be transported is to be clean, order-free, dry, leak proof and free of contamination, dunnage and infestation. CARRIER shall at its sole cost and expense furnish all tires and other parts supplies and equipment necessary or required for the safe and efficient operation and maintenance of the equipment. CARRIER shall pay all expenses of every nature, including the expense of road service and repair, in connection with the use and operation of the equipment and shall, at its sole cost and expense, at all times during the term of this Agreement, maintain the equipment in good repair, mechanical condition and appearance.

If the condition or type of equipment is reasonably deemed by the BROKER not suitable or roadworthy and where this information is properly communicated to the CARRIER, the CARRIER will either replace the equipment or repair it at CARRIER's expense. If this equipment is not replaced or repaired to BROKER's reasonable satisfaction, this occurrence will be deemed a breach of this Agreement, if this situation is confirmed by a qualified licensed service technician.

13. **CARRIER PERSONNEL.** The parties mutually acknowledge that the CARRIER is an independent contractor for the BROKER. In no event shall an employee/owner operator hired by the CARRIER be considered an employee/owner operator or agent of the BROKER. Neither party shall have any authority to create any obligation, expressed or implied, on behalf of the other. CARRIER shall at its sole cost and expense, employ competent, able, trained, licensed drivers and other personnel, labour, supervision, clerical services and facilities necessary to perform the transportation services.

Drivers must possess a current applicable driver's license, and must be legally qualified under all Provincial and Federal Canadian and U.S. Federal and State regulations (where applicable) according to the territory covered, to drive vehicles owned or leased either by the BROKER or by the CARRIER.

14. **PERMITS/LICENSES.** CARRIER warrants that it has obtained or shall obtain at CARRIER's sole expense all permits, licenses, certificates, authorities or approvals required to comply with all laws in the performance of this Standard Terms & Conditions (collectively "licenses") from any and all federal state, provincial or municipal regulatory authorities to perform the motor carrier transportation services referred to in this Standard Terms & Conditions . CARRIER undertakes to provide BROKER a copy of their Operating Authority, C-TPAT/PIP certification, HAZMAT permits, Certificate of Insurance in the amounts foreseen in Section 4 of this Agreement, Workers' Compensation Insurance Certificate/Clearance, NSC/CVOR rating and DOT rating. CARRIER shall provide BROKER with reasonable advance written notice if any such permits, license, certificate or approval becomes a subject of judicial or administrative action seeking revocation or suspension. CARRIER will terminate the assignment of any driver supplied by the CARRIER to the BROKER if the BROKER finds, in its sole discretion, that (1) such driver(s) does not comply with the BROKER'S operational rules and regulations with respect to their driving assignments, or (2) such driver(s) conducts themselves in such a way as to result in an increased safety hazard or augmented premium on any insurance policy or policies carried by the BROKER, or (3) such driver(s) health is at any time less than required for the work involved, or (4) such driver(s) is not or fails to continue to be duly licensed, or (5) such driver(s) are not competent.

CARRIER must not have an "Unsatisfactory" or "Conditional" safety rating as determined by the i) Federal Motor Carrier Safety Administration, or a substantially equivalent safety rating under the Carrier Safety Measurement System implemented under the Compliance Safety Accountability Program or ii) any applicable governing provincial regulatory body in Canada. The CARRIER shall immediately notify BROKER of any changes to the licences including, without limitation, of any changes to any safety rating and of any receipt of notice of any pending hearing or 'show cause' proceeding that may have the affect of any downgrade to a safety rating or give rise to a suspension or cancellation of any licences. BROKER reserves the

right thereafter to discontinue without penalty or continue, in its absolute discretion, the services based on such a modification of the licenses.

The CARRIER warrants that it will perform all service hereunder in a professional and workmanlike manner, in accordance with the highest industry standards, and in compliance with all applicable laws and regulations. The CARRIER shall refuse to execute any shipment mandate if it cannot comply with applicable laws or regulations. Unless otherwise stated by the CARRIER, the delivery of the shipment by the CARRIER will be deemed as confirmation from the CARRIER to BROKER that the shipment was safely completed and in compliance with all laws and regulations. The CARRIER also understands that it is solely liable for any violation of laws, rules and ordinances and that neither the CUSTOMERS, SHIPPER, CONSIGNEE nor BROKER will assume liability for fines or costs or other penalties.

Without being in limitation of the foregoing, CARRIER warrants that it is in, and shall maintain compliance with all applicable federal, provincial, state and local laws relating to the provision of its services including, but not limited to: transportation of Dangerous Goods (or Hazardous Materials), (including the licensing and training of drivers), to the extent that any shipments hereunder constitute Dangerous Goods (or Hazardous Materials) and Hours of Service regulations.

15. **BONDING.** CARRIER will provide the BROKER with bonding for the CARRIER'S individual employees/owner operators that covers dishonest acts of the CARRIER or employees of the CARRIER.
16. **TAXES AND CONTRIBUTIONS.** CARRIER shall have exclusive liability for payment of local, provincial, state and federal payroll taxes or contribution for unemployment insurance, workmen's compensation, old age pensions, social security, and/or similar obligations however titled for each person employed or contracted by the CARRIER and agrees to comply with all applicable rules and regulations pertaining to such obligations.
17. **PROMPT SERVICE.** Except for FORCE MAJEURE situations as outlined in section 19, CARRIER shall promptly and efficiently receive, transport and deliver safely, within BROKER'S established schedules and without delay, the goods entrusted to it hereunder, whether received from BROKER or from third parties at the request of BROKER. CARRIER shall notify BROKER immediately of any accident or actual delay that prevents CARRIER from making a timely or safe delivery. If the CARRIER does not notify BROKER of any delay greater than 1 hour, which causes BROKER to miss a scheduled appointment, the CARRIER will accept liability for all costs, fines and penalties that BROKER or its' customers receive due to this delay. If CARRIER is provided any instructions by any party concerning a shipment that, despite it's being in full compliance with the terms of this Standard Terms & Conditions, it is reasonably unable to comply with, it shall immediately upon the receipt of same contact BROKER for clarification and further instruction.
18. CARRIER agrees to expedite shipments when so requested by BROKER and deliver them in like good order and condition to the named consignees. If BROKER receives "charge backs" from consignees due to CARRIER's failure to keep delivery appointments or incurs additional costs for expediting shipments due to CARRIER's failure to meet delivery schedules, CARRIER shall reimburse BROKER for same and BROKER may deduct such charges back from monies owing to CARRIER.

19. **FORCE MAJEURE.** The CARRIER shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the CARRIER and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather. The CARRIER shall notify the BROKER as soon as it is reasonably possible after the commencement of any force majeure, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly notify the BROKER of the cessation of such occurrence.
20. **INTERLINING; SUBSTITUTED SERVICE.** CARRIER agrees not to interline or use other motor carriers, or brokers, or to use "substituted services" by rail for BROKER'S goods without prior written agreement of BROKER. 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. Upon BROKER'S payment to delivering carrier, CARRIER shall not be released from any liabilities to BROKER under this Standard Terms & Conditions and shall be liable for any consequential damages for breach of this paragraph. When for CARRIER'S convenience, CARRIER elects to use a pickup or delivery agent to serve a point it is authorized to serve, CARRIER may do so at its expense, in which case CARRIER shall continue to be fully liable for any loss, damage or delay to said shipments. If CARRIER uses a substituted service of any type, with or without BROKER'S permission, CARRIER agrees to remain liable for any loss, damage, liability or delay to SHIPPER's property incurred in transit to the same extent that CARRIER would be liable if it performed the transportation directly.
21. **SUPPORT SERVICES.** CARRIER will provide support services peripheral to the actual transportation of each shipment including, but not limited to, dispatch, tracing, expediting, and re-consigning and delivery confirmation.
22. **INDEMNIFICATION.** CARRIER shall at all times indemnify, defend and hold harmless BROKER, its agents, customers and employees harmless from any and all claims including reasonable legal fees arising from the services provided hereunder including, without limitation, claims for personal injury, death and damage to property, clean-up costs from commodity spills and damage to the environment, or other acts asserted against BROKER, its agents, customers and employees (a) by any agent or employee of CARRIER or (b) by any other person. CARRIER'S indemnification and hold harmless will not apply to the prorated extent that any claim is attributable to the negligence or other wrongful conduct of BROKER or BROKER'S Customer. The provisions of this paragraph shall survive cancellation, termination, or expiration of this Standard Terms and Conditions.
23. **BILLS OF LADING.** CARRIER shall issue to BROKER a Bill of Lading(s) with the information prescribed in section 4 of Regulation 643/05 by the Province of Ontario (or equivalent) for general freight cargo upon receipt of any load. In the event of a conflict between the terms of this Standard Terms & Conditions and those of the Bill of Lading(s) the terms of this Standard Terms & Conditions shall govern. The CARRIER is hereby authorized to print a Bill of Lading(s) as agent for the BROKER for use in this Standard Terms & Conditions. With respect to transportation originating in the United States, the terms and conditions of any bill of lading or other freight documentation used by CARRIER are null and void and will not supplement, alter, or modify the terms of this Standard Terms & Conditions. The bill of lading

will be prima facie evidence of receipt by the Carrier of the goods in good order and condition, unless otherwise noted on the face of the bill of lading.

The CARRIER, providing delivery from a pick up location to a consignee, shall:

- Obtain the consignee's signature on the Bill of Lading(s), as acknowledgement of receipt of the cargo;
- Retain the Bill of Lading(s) and any other documents for subsequent review by the BROKER; and
- Provide the Consignee with a copy of the Bill of Lading(s) for the cargo delivered.
- The Bill of Lading(s) shall include a statement to the effect that the Bill of Lading is "Subject to Standard Terms & Conditions". The inadvertent omission of any such insertion shall not be deemed to be a breach of this Standard Terms & Conditions and shall not invalidate any of the terms, provisions and conditions hereof.

24. **DELIVERY RECEIPT.** CARRIER shall obtain an acknowledgement of delivery for all shipments by notation on the bill of lading or delivery receipt, signed and dated by the consignee. The delivery receipt will be prima facie evidence of receipt of the goods in good order and condition, unless otherwise noted on the face of the delivery receipt. The CARRIER will notify BROKER of any exception noted on the delivery receipt within 2 hours and will furnish a legible copy of the written delivery receipt or bill of lading signed by the consignee as acceptance of the shipment and proof of delivery.
25. **CONFLICT BETWEEN STANDARD TERMS AND CONDITIONS AND BILL OF LADING.** To the extent any term or condition of such bill of lading or receipt conflicts in any way with any term or condition of this Standard Terms & Conditions, this Standard Terms & Conditions shall govern.
26. **SEVERABILITY.** If any section, subsection, sentence or clause of this Standard Terms & Conditions shall be adjudged illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the Standard Terms & Conditions as a whole or of any section, subsection, sentence or clause hereof not so adjudged. The parties will endeavor to replace the invalid or null and void provisions by those, which correspond best to the intentions of the parties hereto.
27. **AUDITS.** The BROKER reserves the rights to verify or to have its representatives verify the CARRIER'S fees charged and other information relevant to invoices submitted by the CARRIER with respect to the services provided by the CARRIER under this Standard Terms & Conditions and the CARRIER agrees to cooperate fully with any of such audits or requests for information by BROKER. In addition to the foregoing, on a routine basis the request for verification of costs and fees may be made through the BROKER or its representatives in which event the CARRIER will provide information so requested within a reasonable time period.
28. **CONFIDENTIALITY.** As part of the business relationship between CARRIER and BROKER, CARRIER may be in or come into possession of information or data, which constitute trade secrets, know-how, confidential information or are otherwise considered secret by BROKER (hereinafter "Information"). In consideration of the receipt of such Information and potential business, CARRIER agrees to maintain such Information in the utmost of confidence; to use such solely in connection with such business relationship; and to take all measures necessary to protect such Information.

29. APPLICABLE LAW AND ARBITRATION – The parties hereto agree that all disputes, disagreements or differences between them relating to their business relationship with each other, including any dispute, disagreement or difference relating to the validity, enforceability or applicability of this Standard Terms & Conditions to arbitrate, shall be submitted to final and binding arbitration. The arbitration shall be commenced by one (or more) party (or parties) delivering to the other party (or parties) a Notice to Arbitrate which shall set out a brief description of the dispute, disagreement or difference to be arbitrated and a summary of the relief claimed. The arbitration shall be conducted under the arbitration laws of Ontario, and specifically the *Arbitration Act* (Ontario) or the *International Commercial Arbitration Act, 2017, SO 2017, c. 2, Sch. 5* (Ontario), whichever is applicable. The arbitration shall be conducted in Toronto Ontario Canada in the English language. This Standard Terms & Conditions shall be governed by the substantive law of Ontario. The arbitration shall be conducted by a single arbitrator who shall be agreed upon by all parties to the arbitration. In the event the parties cannot agree on an arbitrator, the arbitrator shall be appointed by an Appointing Authority. The Appointing Authority shall be the ADR Institute of Canada. The arbitration rules and procedures shall be as agreed between the parties. In the event that the parties fail to reach agreement as to the rules and procedures to be followed in the arbitration within thirty days of the appointment of the arbitrator, any party may apply to the arbitrator for a determination of the rules and procedures to be applied in the arbitration. The parties shall be entitled pre-hearing disclosure. The parties shall be entitled to obtain relevant documentary evidence which will assist it in making out its own case and which may assist the arbitrator in determining the facts upon which the arbitrator should render its decision.

30. FINES

(i) CARRIER shall notify BROKER immediately of any accident or actual delay that prevents CARRIER from making a timely or safe delivery. If the CARRIER does not notify BROKER of any delay greater than 1 hour, which causes BROKER to miss a scheduled appointment, the CARRIER will accept liability for all costs, fines and penalties that BROKER or its' Customers receive due to this delay.

(ii) CARRIER acknowledges that in some situations, BROKER'S Customers, a shipper or a consignee may impose a fine for issues related to service, including but not limited to, late delivery, seal preservation and related protocols, and failure to comply with prescribed pick-up and delivery appointments. BROKER investigates all fines on behalf of its Customers. If the CARRIER is negligent and/or responsible for any root cause for the imposition of any fine assessed, an invoice for the amount of the fine will be generated and sent to CARRIER for payment within 60 days. Without restricting or in limitation of the foregoing:

(a) subject to sub-paragraph b) below, CARRIER is accordingly required to abide by and comply with all instructions provided to it by any party (including, without limitation, BROKER) prior to and including the Period of Responsibility prescribed at sub-paragraph 3(i) above.

(b) if CARRIER is provided any instructions by any party concerning a shipment that, despite it's being in full compliance with the terms of this Standard Terms & Conditions, it is reasonably unable to comply with, it shall immediately upon the receipt of same contact

BROKER for clarification and further instruction. CARRIER will remain required to abide by and comply with instructions provided to it per sub-paragraph a) above subject only to securing a written waiver or amendment thereto from BROKER prior to the occurrence of any event alleged to give rise to the assessment of any fine or penalty.

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