

SIAM LOGISTICS LLC'S STANDARD TERMS AND CONDITIONS

For Broker-Customer Relationship

Siam Logistics LLC ("**Broker**") holds authority from the U.S. Federal Motor Carrier Safety Administration ("**FMCSA**"), as a property transportation broker under FMCSA License Number MC 689499. Unless expressly superseded by a written contract signed by an officer of Broker and the Customer, consignor, consignee, or any other entity claiming an interest in goods for which Broker arranges transportation ("**Customer**"), these Standard Terms and Conditions ("**Terms**") shall govern property brokerage services which, for purposes hereof, shall mean the arrangement of motor carrier transportation to be performed by Servicing Motor Carriers (as defined below).

Broker's services include, but are not limited to, arranging/brokering full truckload ("**FTL**"), less than truckload ("**LTL**"), and intermodal (via a combination of motor carrier and rail) transportation. Nothing in these Terms and Conditions shall be deemed to require Broker to provide services upon request of Customer and Broker reserves the right to accept or decline, in its sole discretion, any particular request for services. Broker and Customer are sometimes referred to individually as a "**Party**", and collectively as the "**Parties**."

1. **Brokerage Services.** For all shipments tendered by Customer to Broker and accepted by Broker in its sole discretion, Broker agrees to arrange for the pick-up, transport, and delivery of the shipments by Servicing Motor Carrier. In arranging transportation services for Customer, Broker's sole responsibility with respect to selection and retention of Servicing Motor Carriers is to make reasonable efforts to place Customer's shipments with Servicing Motor Carriers that meet the following criteria:

A. **FMCSA Authority.** Servicing Motor Carriers shall have and maintain proper and necessary authority from the FMCSA and any applicable state agency to perform transportation services in intrastate, interstate and/or foreign commerce, as applicable.

B. **Safety.** Servicing Motor Carrier shall not hold an "unsatisfactory" or "unfit" safety rating from the U.S. Department of Transportation. Broker shall only select a Servicing Motor Carrier to transport a shipment if the Servicing Motor Carrier has agreed to perform transportation of the shipment in compliance with applicable law.

C. **Insurance.** Servicing Motor Carriers selected by Broker shall possess all insurance coverages required by applicable law.

2. **Shipment Schedules.** Servicing Motor Carriers shall be required to perform transportation services with reasonable dispatch in accordance with reasonable schedules communicated in writing by Customer to Broker and/or Servicing Motor Carriers.

3. **CARB Compliance.** To the extent that a shipment subject to these Terms is transported within the State of California in refrigerated equipment, the Servicing Motor Carrier will agree to warrant to Broker that it will only utilize equipment that is in full compliance with the California Air Resources Board ("**CARB**") Transport Refrigerated Unit ("**TRU**") Airborne Toxic Control Measure ("**ATCM**") in-use regulations.

4. **Performance of Services.** Broker will arrange the transport of each shipment tendered to it by Customer with reasonable dispatch. Broker will communicate to each Servicing Motor Carrier that it engages to transport Customer's shipments any schedule for delivery provided, in writing, by Customer for a particular shipment. Broker will require that the Servicing Motor Carriers agree to perform the actual physical transportation of the shipment and not "double broker" such transportation to another motor carrier.

5. **Hazardous Materials.** If Customer tenders for transportation cargo designated as hazardous materials or dangerous goods, Customer shall be solely responsible for complying with any and all applicable laws, rules, regulations, or conventions with respect to classifying, tendering, packaging, and labeling such cargo and must provide notice of any such cargo at the time a request for services is first initiated by Customer to Broker. Customer shall defend, indemnify, and hold Broker harmless from any penalties or liability of any kind, including reasonable attorneys' fees, arising out of Customer's failure to comply with applicable hazardous materials laws and regulations.

6. **Independent Contractor.** Broker's relationship to Customer is that of an independent contractor, not an agent or employee, and nothing in these Terms shall be construed as establishing an employment relationship, partnership or joint venture between the parties. Broker shall make arrangements it deems appropriate for the transportation of shipments tendered by Customer under these Terms. Customer is not and will not be responsible for any debts or obligations incurred by Broker in the performance of its business. Neither Party shall be liable for any obligation incurred by the other, except as is expressly provided in these Terms.

7. **Compliance with Law.** Customer shall comply with all laws, rules and regulations of any duly constituted governmental authority applicable to its tendering of shipments for transportation pursuant to the terms of these Terms and applicable to Customer's performance obligations pursuant to these Terms. Customer 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. Broker shall comply with all laws, rules and regulations of any duly constituted governmental authority applicable to its performance of the transportation services to be rendered pursuant to these Terms.

8. **Indemnification, Warranties, and Limitation of Liability.** THE TOTAL LIABILITY OF BROKER WITH RESPECT TO ANY CLAIMS OR DAMAGES ARISING FROM OR RELATED TO SERVICES PROVIDED PURSUANT TO THESE TERMS 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, AND SHALL PAY AND REIMBURSE BROKER FOR, ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, FINES, JUDGMENTS, PENALTIES AND AMOUNTS (INCLUDING REASONABLE ATTORNEY FEES) ARISING FROM OR RELATED TO: (i) BREACH BY CUSTOMER OF THESE TERMS; (ii) THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF CUSTOMER, ITS AGENTS, CONTRACTORS OR EMPLOYEES; (iii) VIOLATION BY CUSTOMER, ITS AGENTS, CONTRACTORS OR EMPLOYEES OF ANY APPLICABLE LAWS, RULE OR REGULATION; OR (iv) CUSTOMER'S FAILURE TO PROVIDE, OR BROKER'S OR THE SERVICING MOTOR CARRIER'S COMPLIANCE WITH OR RELIANCE ON, INSTRUCTIONS, DIRECTIONS, OR REQUEST OF CUSTOMER. THE FOREGOING NOTWITHSTANDING, CUSTOMER'S OBLIGATION TO HOLD HARMLESS, DEFEND, INDEMNIFY, PAY AND REIMBURSE SHALL NOT APPLY TO THE EXTENT ANY CLAIM IS CAUSED BY THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF BROKER. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. BROKER IS NOT LIABLE FOR THE CONSEQUENCES OF IDENTIFY THEFT OR FRAUDULENT CONDUCT OF THIRD PARTIES, INCLUDING UTILIZING THE SERVICES OF ENTITIES REPRESENTING THEMSELVES TO BE SERVICING MOTOR CARRIERS OR REPRESENTATIVES THEREOF.

9. **Payment to Broker, Credit Terms.** Customer shall pay Broker the agreed compensation for each shipment it tenders to Broker to arrange transportation within **thirty (30)** days from the date of Broker's invoice. Customer shall also be liable for any expenses, including attorney fees, Broker incurs in collecting its rates and charges. Customer shall also be responsible for any additional accessorial charges imposed by the Servicing Motor Carrier which were not anticipated by Broker at the time Broker arranged for services with Servicing Motor Carrier or which were not otherwise included in the rate set forth in the load confirmation. In no event will Broker have any responsibility for, and Customer will defend, indemnify, and hold Broker harmless from, and will pay and reimburse, any charges imposed by third parties with respect to use of equipment in which cargo tendered by, to or on behalf of Customer is or has been laden, or for charges assessed with respect to storage or handling of any such equipment, including, but not limited to, charges assessed by steamship lines, rail carriers, rail terminal operators, marine terminal operators or port authorities. Without limiting the generality of the foregoing, Broker shall have no liability for any such charges arising from or related to port congestion, lack of equipment availability, labor shortages, or other situations impacting port or intermodal transportation operations.

10. **Bill of Lading and Receipt.** Broker shall require each Servicing Motor Carrier it selects to transport shipments tendered by Customer to Broker to agree to (i) to issue a bill of lading at origin evidencing receipt of the shipment tendered to the Servicing Motor Carrier, and (ii) to obtain a receipt for delivery of the shipment from the consignee or other party accepting delivery. In no event will Broker being shown as the "carrier" on any such document change Broker's status as a property broker. Customer waives access to Broker's records pursuant to 49 C.F.R. Part 371.

11. **Servicing Motor Carriers' Charges.** Broker shall be solely and exclusively liable and responsible for the payment of rates and charges to Servicing Motor Carriers engaged by Broker that relate to the transportation of shipments tendered by Customer to Broker pursuant to these Terms, except as otherwise set forth in Section 9. Notwithstanding the foregoing, in the event a Servicing Motor Carrier subcontracts, rebrokers, or double-brokers a shipment to a third-party motor carrier, Broker, in its sole discretion, may pay such third-party motor carrier's rates and charges, but Broker will have no liability for such third-party motor carrier(s) rates and charges related to such shipment.

12. **Cargo Liability.** Customer acknowledges that Servicing Motor Carriers may limit their liability for cargo loss, damage or delay. 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. Customer acknowledges and agrees that failure or alleged failure by the Servicing Motor Carrier to comply with shipment handling instructions, or a broken trailer seal, shall not result in any presumption that food has been adulterated, contaminated, or otherwise rendered unfit for its intended purpose, nor otherwise be grounds for rejection of a shipment or filing of a claim for cargo loss and damage without proof of actual loss or damage. 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.

13. **Indirect, Incidental, Consequential, Special or Punitive Damages.** Neither Party shall be liable to the other for any indirect, incidental, consequential, special or punitive damages (such as, but not limited to, loss of profits, loss of market, loss of customer goodwill, shutdown, or punitive or exemplary damages) without prior written notification of the risk of loss and its approximate financial amount, and the written agreement of the Party to assume such responsibility.

14. **Notice.** Any notice and other communication relating to these Terms shall be in writing and be sent: (a) by certified mail, return receipt requested, postage prepaid, (b) by nationally recognized overnight courier service to the addresses stated above, (c) by fax, with proof of receipt by the intended recipient, (d) by email with proof of receipt by the intended recipient, or (e) in such other manner or to such other address as shall have been designated by the Party to which such notice or other communication is to be given.

All such notices and other communications will be deemed to have been given and received (1) in the case of personal delivery, on the date of such delivery, (2) in the case of facsimile or e-mail transmission on the date of transmission if sent on a business day (or if sent on other than a business day, on the next business day after the date sent), (3) in the case of delivery by nationally recognized overnight courier service, on the business day following dispatch if sent by guaranteed next day delivery, or (4) in the case of mailing, on the third business day following such mailing.

15. **No Assignment, Third Party Beneficiary.** These Terms shall inure to the benefit of and be binding on the successors and assigns of the Parties. Neither Servicing Motor Carriers nor any other third party shall be a third party beneficiary to these Terms.

16. **Amendment.** These Terms cancel and supplant any and all other written or oral agreements and understandings for property transportation broker services between Broker and Customer, and Broker may, in its sole discretion, amend these Terms from time to time and the Parties agree that the Terms in effect as of the date of any services provided by Broker shall be the Terms applicable to such services.

17. **Headings.** Any headings or numbering of paragraphs or articles of these Terms are for organizational convenience only. If any part, term, paragraph or provision of these Terms is found or declared to be invalid or unenforceable for any reason, the remainder shall remain in full force and effect.

18. **Waiver.** The failure of a Party to object to or take action with respect to any breach of these Terms by the other Party shall not be construed as a waiver of any rights under the Terms by the non-objecting Party, nor of any claims, past, present or future, for any breach of the Terms.

19. **Disputes.** Unless preempted by or controlled by federal transportation laws and regulations, these Terms shall be governed by and construed in accordance with the laws of the State of Texas without regard to conflicts of law principles. Any action or proceeding seeking to enforce any provision of, or based upon any right arising out of, these Terms, or the business between the Parties, may be brought only in the courts of the State of Texas, Tarrant County, or in the United States District Court for the Northern District of Texas, and each Party consents to the exclusive jurisdiction of

such courts (and the appropriate appellate courts) in any such action and waives any objection to personal jurisdiction or venue in such courts. Process in any action referred to in the preceding sentence may be served upon a Party anywhere in the world. Customer agrees to pay all reasonable expenses, attorney fees and costs (including court costs) that Broker incurs in any such actions in which Broker prevails.

20. **Compliance by Parties with Food Safety Laws.** When Customer engages Broker for arranging transportation of cargo regulated under the Sanitary Transportation of Food Rule at 21 C.F.R. §§ 1.900 through 1.934 ("STF Rule"), as adopted by the U.S. Food & Drug Administration ("FDA") under the Food Safety Modernization Act, Pub. L. No. 111-353 ("FSMA"), the duties otherwise assigned to Broker as a "shipper" under the STF Rule are hereby re-allocated under these Terms to Customer and to Servicing Motor Carriers selected by Broker. Such re-allocation among supply-chain participants by written agreement is permitted by 21 C.F.R. § 1.908(a), subject to applicable recordkeeping requirements under 21 C.F.R. § 1.912(d). By tendering shipments for brokerage by Broker, Customer agrees to the following re-allocations of responsibilities under the STF Rule in accordance with these terms and conditions:

A. **Duties Re-Allocated to Selected Motor Carriers.** The duties assigned to Broker as a "shipper" under the SFT Rule are delegated to Broker's selected Servicing Motor Carrier insofar as they relate to assuring that vehicles and equipment are operated in an appropriate sanitary condition, that temperature controls specified by Customer are maintained during transportation, and that previous cargo movements do not render the equipment unsafe for FSMA-regulated shipments.

B. **Duties Re-Allocated to Shipper.** All other duties assigned to Broker as a "shipper" under the SFT Rule are hereby delegated to Customer under these terms and conditions. These duties include, without limitation, providing written instructions to Carrier regarding equipment design and dimensional requirements, adequate preparation (including any required pre-cooling) of equipment presented for loading, and specification of any temperatures required to be maintained during transportation.

Customer agrees that when requesting service with respect to any shipment containing food that is subject to FDA regulations (hereinafter "Food"), Customer shall be solely responsible for identifying handling obligations necessary for the safe and sanitary handling of food and, at the time of the initial request for services with respect to the individual shipment, will provide written notice (each a "Food Handling Notice") to Broker that the consignment contains Food which Food Handling Notice must also include any special instructions or handling requirements to be imposed on the Servicing Motor Carrier. Any such Food Handling Notice shall specifically identify the consignment to which it relates and in no event shall any Food Handling Notice apply to more than one shipment regardless of whether Broker confirms receipt of a Food Handling Notice purporting to apply to multiple conveyances. In no event will Broker have any obligation to provide any instructions to the Servicing Motor Carrier with respect to cargo other than providing to the Servicing Motor Carrier the Food Handling Notice prepared by the Customer and Broker has no obligation to comply with or pass on to the Servicing Motor Carrier any handling instructions received after the initial request for service. If Customer does not provide a Food Handling Notice, Customer warrants and represents that the cargo is appropriately packaged to ensure safe and sanitary transportation without the need for any specialized handling by the Servicing Motor Carrier. Customer acknowledges and agrees that Broker's sole obligation with respect to food handling and food safety is to pass through to the Servicing Motor Carrier instructions contained in a Food Handling Notice. The Parties further recognize and agree that the standards prescribed by the STF Rule relate to maintaining the safety and sanitation of food rather than preserving any particular appearance or market value, and that any suspected departures from such safety and sanitation standards shall be investigated by a "qualified individual" (as per 21 C.F.R. § 1.906(a)(6)) before any determination is made that the food cargo in question is unsanitary, unsafe or adulterated within the meaning of FSMA.

In order to comply with the recordkeeping requirements of 21 C.F.R. § 1.912(d), both Parties shall retain copies of these terms and conditions in written or electronic form for not less than twelve (12) months after the date on which Customer ceases to tender shipments to Broker hereunder.