

Shipper / Broker Agreement

Agreement is made and entered into between Shipper and Crowley Logistics, Inc. a corporation organized and existing under the laws of the State of Delaware, hereinafter referred to as the "Broker". It is the intent of the parties that Broker provide the transportation services described in this agreement to Shipper as a Broker that is duly authorized to perform such services for compensation under a license issued to it by the Federal Motor Carrier Safety Administration. In consideration of the promises hereinafter contained, the parties do hereby mutually agree as follows to-wit:

BROKER: Crowley Logistics, Inc.
9487 Regency Square Boulevard
Jacksonville, FL 32225
F.A.O: VP North American Transportation
Fax Number: 904-805-1663

SHIPPER:
(To Contact information
provided by SHIPPER
in correspondence.)

- 1. Transportation.** Broker is a licensed property broker that arranges the transportation of commodities, including commodities which are either regulated or exempt from regulation. Shipper shall tender or cause to be tendered a series of shipments during the term of this Agreement and Broker will arrange for transportation of these goods only with properly licensed carriers. Carriers include motor carriers, rail, or intermodal service providers. Broker will perform such services within the extent of Broker's authority from the Surface Transportation Board or any other appropriate state regulatory agency. In no event will Shipper knowingly request Broker to, and Broker will not knowingly, provide services or act in any manner which would cause broker to break any laws or conflict with any regulations of the appropriate local, state or federal agencies.
 - 2. Minimum Shipment.** During the term of this Agreement, the Shipper will tender or cause to be tendered to Broker a series of shipments on a continuing basis.
 - 3. Rates.** Shipper will compensate Broker for all services performed hereunder at rates agreed to by the parties.
Broker will receive a request to perform special services, limited duration services, and/or single shipment service. Rates will be negotiate verbally and confirmed in writing (or by fax)
 - 4. Payments.** Broker is responsible for all payments to carriers for all services rendered by the carriers. Shipper's payments will always be made directly to the Broker.
Payments from the Shipper to the Broker will be made within agreed upon terms from the freight invoice date. Freight invoices from the Broker, must be accompanied by a copy of a receipt specified in this Agreement. Shipper retains the right to pay the Broker based on the Shipper's records without the submission of the receipt or document specified in this Agreement.
Freight bills that the Shipper of its selected payment service considers to be incorrect are to be forwarded to the Broker within 180 days of the original freight bill for resolution, payment period not specified.
Payments that the Broker considers to be incorrect are to be documented and forwarded to the Shipper within 180 days of the original freight bill for resolution, payment period not specified.
In the event that Shipper receives any undercharge claim from a carrier on shipments which were arranged by the Broker, shipper will immediately forward such undercharge claim to the Broker who will be responsible for such claims.
 - 5. Form of Receipt.** Broker agrees to provide Shipper with adequate proof of acceptance and delivery of loads tendered to Broker by Shipper, Shipper's vendors, or Shipper's consignees. Adequate proof will be in the form of a signed bill of lading, delivery receipt, shipping instructions, or other document acceptable to Shipper.
 - 6. Compliance.** Broker, at Broker's own expense, will at all times during the performance of this Agreement, maintain in full force and effect any and all licenses, permits, certificates, surety bonds and insurance which are, or may be required by any and all governmental regulatory bodies having jurisdiction over the services herein contemplated.
 - 7. Indemnification.** Broker will defend, indemnify and hold harmless Shipper from and against all claims, lawsuits, demands, liability, costs, caused by, arising out of or connected with any injury to or death of persons, or damage to property, including cargo, which arise from the use of carriers not meeting the requirements specified in this agreement.
Broker will defend, indemnify and hold harmless Shipper from and against all claims, lawsuits, demands, liability, costs, and expenses caused by, arising out of or connected with broker's failure to adhere to applicable federal and state laws and regulations governing the services from a Broker. The Broker however shall not be responsible for any damages caused by the negligence of Shipper or Shipper's agents.
 - 8. Insurance.** Without regard to such lesser limits as may be required by law, Broker will ensure that each carrier will carry public liability insurance covering its vehicles involved in the performance of this Agreement in an amount of at least \$1 million for a single occurrence. Broker will also ensure each carrier will carry cargo insurance, in an amount not less than \$100,000 or such higher amount as requested by Shipper and expressly agreed to in writing by broker to respond to loss of a shipment tendered by Shipper, Shipper's vendors, or Shipper's consignees. The shipper shall disclose the value and nature of the shipment.
 - 9. Liability Not Specified.** Except as may be otherwise specifically provided herein, the rights and obligations of the parties under this Agreement regarding public liability, charges for services rendered, payment terms, loss and damage claims, and safety matters shall be the same as for property brokers governed by the Surface Transportation Board (STB), Federal Motor Carrier Administration (FMCSA), and the Department of Transportation as set forth in the Code of Federal Regulations and all applicable federal statutes.
 - 10. Contractor Status.** Broker functions as an independent entity, and not as a carrier, in selling, negotiating, providing or arranging for transportation by motor carrier and other modes for compensation. Broker shall perform its services as an independent contractor and not as an employee or agent of Shipper. Broker shall have exclusive control and direction of the personnel operating its business while engaged in providing services hereunder. Broker assumes full responsibility for the acts and omissions of such persons.
 - 11. Force Majeure.** If either party is prevented from performing any of its obligations hereunder by reason of fire, flood, windstorm, other act of God, labor dispute, act of government, the failure of the other party, or any other unforeseen cause beyond the control of such party (any such events being hereafter referred to as Events of Force Majeure), it shall be excused from performing the obligation it is so prevented from performing during the pendency of such Event of Force Majeure. Occurrence of any Event of Force Majeure shall not extend the term of this Agreement.
Each party agrees to give the other party immediate oral notice of an Event of Force Majeure, stating its course and probable duration, followed by written notice as soon as practical. Such party shall notify the other party immediately upon termination of such cause.
 - 12. Notice.** All notices under this Agreement shall be in writing and shall be properly given and delivered in person or sent by electronic mail, first class mail, facsimile, or overnight delivery service, postage prepaid, addressed as provided for by the parties hereto:
- 13. Disclosure.** Broker and Shipper shall not make any disclosure of the material terms of this Agreement to any third party except to the extent that, such disclosure is required by law. Either party may make any such disclosure to its auditors.
Shipper shall have the right to disclose any such terms, conditions, or information to the consignors or consignees of the individual shipments moving between Shipper and the applicable vendor or consignee.
 - 14. Term** This agreement shall become effective on the date first written above, shall remain in full effect for one (1) year from its effective date, and shall be automatically renewed from year to year thereafter; provided either party may terminate this Agreement at any time upon written notice to the other party given 30 days in advance, provided further, however, that if either party ceases or desists from the transportation service provided by reason of bankruptcy, going out of business, any provision of law, order of any court, commission, or other public authority, this Agreement will automatically terminate as of the date of cessation.
 - 15. Mileage Governing Publication.** Mileage rates named in this contract, will be governed by the current Household Goods Carrier Guide (as determined by the Rand McNally-TDM, Inc. MileMaker System) and freight charges will be based thereon.
 - 16. No Assignment.** There shall be no assignment or transfer, in whole or in part, of any right, duty, responsibility, or obligation contained in this Agreement, including the right to receive payments, unless such assignment or transfer is agreed to by both parties in writing.
 - 17. Entire Agreement.** This Agreement, including Appendices, constitutes the entire Agreement between the parties with respect to the subject matter hereof and merges and replaces all prior negotiations, discussions, representation, warranties, promises, and agreements of the parties with respect to such subject matter.
No modification of this Agreement shall be valid unless in writing and executed by both parties hereto. No breach of any provision of this Agreement shall be deemed waived unless specifically waived in writing by the non-breaching party. The waiver of any breach of any term or condition hereof shall not be deemed a waiver of any prior or subsequent breach, whether of like or of different nature.
 - 18. Additional Transportation.** Shipper does not limit its right to procure additional transportation services from other brokers or other carriers as needed.
 - 19. Carriers.** Broker will utilize the services of properly licensed carriers including motor carriers, rail, and/or intermodal service providers. Broker will be under contract with such carriers. All contracts between broker and carriers shall reference Broker as an STB-licensed broker, independent contractor, and the party solely liable to carrier for payments of all charges.
Broker will ensure within its abilities and control that carriers provide services to Shipper utilizing only safe and well maintained equipment which will meet all laws and regulations of the appropriate local, state, or federal regulatory agencies.
Broker will ensure within its abilities and control that a carrier's operators, including but not limited to motor carrier drivers, upon accepting a tendered load, certify that the load is safely and properly loaded and meets all requirements and specifications for the equipment being utilized. Broker will ensure within its abilities and control that carriers will abide by the legal limit for maximum weights for rating and loading purposes for the equipment utilized.
 - 20. Bill of Lading Document and Shipping Instructions.** Bill of Lading documents that apply to shipments tendered to broker will serve as shipping instructions from Shipper to Broker. Bill of Lading documents (designated as shipping instructions) will contain the following legend:
"NOTE: Shipping instructions only - not valid as a contract of carriage."
The exclusion of this legend does not eliminate the designation of the bill of lading document as shipping instructions.
The Shipper's name should be entered in the Shipper's sections of the bill of lading document (designated as shipping instructions) and the Broker's name should be entered in the carrier sections of the bill of lading document (designated as shipping instructions).
All bills of lading documents (designated as shipping instructions) will contain the following legend:
"NOTE: This shipment moves pursuant to contract with Crowley Logistics, Inc., a licensed property broker, who is responsible for all freight charges. Carrier to bill Crowley Logistics, Inc. as its sole recourse for all freight charges."
The exclusion of this legend from the bill of lading document (designated as shipping instructions) does not eliminate the Broker's responsibility to make all freight payments to carriers.
 - 21. Claims.** The parties agree that in the event Shipper determines it has a claim for cargo loss or damage against any carrier transporting a load tendered to it by Broker, the Broker will act as administrator for the claim and insure that all claims are filed and processed in accordance with 49 C.F.R. 1005. It shall be the duty of the Shipper to provide all documentation and information as required under 49 C.F.R. 1005.
 - 22. Reports.** Shipper maintains the right to request reports from Broker which indicate confirmation of deliveries and pick-ups for each shipment. Shipper also maintains the right to request reports indicating the scheduled delivery and pick-up times, actual delivery and pick-up times, and explanations for deviations between the two.
 - 23. Choice of Law.** Contract shall be governed under the laws of Florida and the applicable laws and regulations of the United States.
 - 24. Jurisdiction and Venue.** Any and all jurisdiction and venue shall be with the State and Federal Courts of Florida.
 - 25. Contract Void or Voidable.** If any part of this contract be declared void or voidable, it shall not render the rest of the contract void or voidable.
 - 26. Headings.** The headings are just placed for descriptive purposes and are not for substance. They are there for the convenience of the parties only.