

## **STYLINE LOGISTICS, INC. TERMS & CONDITIONS OF BILL OF LADING**

These Terms and Conditions of Bill of Lading shall govern the relationship between Styline Logistics, Inc. ("Carrier"), the shipper of the goods ("Shipper") and the Shipper's consignees or recipients ("Recipient") regarding the shipment of goods by Carrier for Shipper to the Recipient.

**1. Scope of Services.** Styline Logistics, Inc. will provide lawful and responsible transportation service to Shipper pursuant to these Terms and Conditions of Bill of Lading ("Terms and Conditions"). Shipper will tender Carrier freight for transportation to Recipient. Carrier shall be an independent contractor of Shipper. Carrier will deliver Shipper's goods FOB from origin of pick-up to destination unless otherwise agreed. Carrier shall have the sole and exclusive control over the manner in which its employees and/or independent contractors perform the transportation service, including the equipment provided. The Agreement between Carrier and Shipper consists of these Terms and Conditions, including the Bill of Lading and the Shipping Rates Agreement.

**2. Shipper's Terms and Conditions to Recipient.** Upon request, Carrier will deliver Shipper's Terms and Conditions of Sale, or a similar document ("Shipper's Terms") to Recipient, but in all such events, the Shipper's Terms shall remain the sole and absolute obligation of Shipper to Recipient and Recipient to Shipper, and Carrier shall not be deemed a party thereto or be bound thereby.

**3. Freight Documentation.** The Freight Documentation form set forth as **Styline Logistics Bill of Lading** may be utilized by Carrier and Shipper. These Terms and Conditions shall prevail over those appearing on that form or any other form(s) used by Carrier and Shipper for the delivery of freight.

**4. Indemnification.** Shipper shall defend, indemnify, and hold Carrier and its employees and agents harmless from and against all claims, liabilities, losses, damages, fines, penalties, payments, costs, and expenses (including, without limitation, reasonable legal fees) caused by and resulting from (i) the negligence or intentional misconduct of Shipper, its employees, or agents, or (ii) Shipper's or its employees' or agents' violation of applicable laws or regulations.

**5. Legal Restraint or Force Majeure.** In the event performance by one Party is affected by any cause beyond the reasonable control of such Party, including without limitation, fire, labor strife, riot, war, weather conditions, acts of the public enemy, acts of God, acts of terrorism, local or national disruptions to transportation networks or operations, material equipment repairs, fuel shortages, governmental regulations, or governmental request or requisition for national defense, and provided that the applicable cause is not attributable to the acts or omissions of such Party, and such Party is taking reasonable measures to remove or mitigate the effects of the applicable cause, then the running of all periods of time mentioned herein and the performance of all obligations required herein shall be suspended during the continuance of such interruption, and such Party shall promptly notify the other

Party of such interruption. Such period of suspension shall not in any way invalidate these Terms and Conditions, but on resumption of operations, any affected performance by such Party shall be resumed. Carrier shall be permitted an extension period equal to the period of suspension to complete shipments adversely affected by the suspension. No liability shall be incurred by either Party for damages resulting from such suspensions.

**6. Business and Employment Opportunity.** Shipper agrees to notify Carrier twenty-four (24) hours before tendering any load that would subject Carrier to regulation under any non-discrimination laws, rules, orders, and regulations of governmental authorities, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, Executive Order 11246, and the rules and regulations promulgated thereunder, the Rehabilitation Act of 1973, and the Vietnam Era Veterans Readjustment Act of 1974. If Carrier accepts such a load, the Parties agree to comply with any applicable non-discrimination laws, rules, orders, and regulations.

**7. Governing Law.** These Terms and Conditions shall have precedence over any federal or state provisions governing or dealing with the specific provisions of these Terms and Conditions. Pursuant to 49 U.S.C. § 14101(b)(1), Shipper expressly waives any and all rights and remedies under the Interstate Commerce Commission Termination Act and Interstate Commerce Act as amended, and regulations promulgated thereunder, including Part B of Subtitle IV Interstate Transportation, 49 U.S.C. § 13101, et seq, (the "**Acts**") that are inconsistent with the provisions of the Terms and Conditions. No Party shall challenge any provision of these Terms and Conditions on the ground that any such provision or provisions violates the waived rights and remedies under the Acts. To the extent no conflicts exist with these Terms and Conditions or federal law, the law of the State of Indiana shall apply. This Agreement shall be construed in accordance with and governed by Indiana law, without regard to its conflict of law principles. The Circuit or Superior Court of Dubois County, Indiana, or the U.S. District Court for the Southern District of the State of Indiana in Vanderburgh County, Indiana, shall have exclusive jurisdiction over any dispute which arises under this Agreement, and each party hereby submits and consents to such Court's exercise of jurisdiction.

**8. Attorney Fees.** In the event Shipper defaults in the performance or observance of any of these Terms and Conditions, and Carrier employs attorneys to enforce all or any part of these Terms and Conditions, Shipper agrees to immediately reimburse Carrier for the attorneys' fees incurred thereby, whether or not suit is actually filed.