

SHIPPER / BROKER TRANSPORTATION TERMS AND CONDITIONS

Terms & Conditions of Service (Website-Posted)

These Shipper / Broker Transportation Terms and Conditions (“Terms”) are effective as of 3/4/2026 (the “Effective Date”) and are published as binding terms and conditions governing freight brokerage services provided by Keystone Dedicated Logistics Company, LLC d/b/a KDL Logistics (“Broker”) to any shipper, customer, or entity tendering freight (“Shipper”).

By tendering freight to Broker, requesting transportation services, issuing or accepting a shipment tender, accepting a written rate quotation (including acceptance by email), or otherwise utilizing Broker’s services (“Services”), Shipper acknowledges that it has read, understands, and agrees to be legally bound by these Terms without the need for a signed writing.

These Terms apply unless Broker and Shipper have executed a separate written transportation agreement, in which case the executed agreement controls to the extent of any conflict.

Broker and Shipper may be referred to individually as a “Party” and collectively as the “Parties.”

1. DEFINITIONS

1.1 Broker Status. KDL Logistics acts solely as a transportation broker as defined by 49 U.S.C. sec. 13102(2).

1.2 Carrier. “Carrier” means any motor carrier, rail carrier, air carrier, ocean carrier, warehouse operator, or other entity retained by Broker to transport or handle freight.

1.3 Customer / Shipper. “Customer” or “Shipper” means the party tendering freight to Broker under these Terms.

1.4 Claims. “Claims” means any and all liabilities, losses, suits, actions, fines, penalties, expenses (including attorney fees), judgments, or demands arising from property damage, cargo loss, personal injury, environmental damage, or other loss.

2. RECITALS

2.1 Broker is a freight broker licensed by FMCSA or applicable state agencies and arranges for the transportation of freight.

2.2 Shipper desires to utilize Broker's services to facilitate transportation of goods on its behalf.

2.3 Shipper and Broker collectively will be referenced as the "Parties" in these Terms.

3. EFFECTIVE PERIOD

3.1 Commencement and Termination

3.1.1 The initial effective period of these Terms is one (1) year from the Effective Date. They will automatically renew for successive one-year periods unless either Party terminates their effectiveness by giving thirty (30) days' written notice prior to the expiration of the then-current term.

3.1.2 Either Party may terminate the effectiveness of these Terms at any time with thirty (30) days' written notice, provided that no termination will affect previously accrued obligations.

3.2 Broker's Compliance with Laws

3.2.1 Broker represents that it is duly authorized by FMCSA to provide Services as contemplated under these Terms.

3.2.2 Broker agrees to comply with all applicable federal, state, and local laws and regulations regarding the provision of transportation services. Broker shall act as an independent contractor and not as a carrier, utilizing third-party motor carriers ("Servicing Motor Carriers") to perform the transportation of goods.

4. PAYMENT AND CHARGES

4.1 Shipment Tender and Payment Provisions

4.1.1 Shipper may tender shipments to Broker from time to time, as mutually agreed by the Parties. Broker may provide shipment rates and terms to Shipper through written communication, including email. A shipment shall be deemed accepted and the applicable rates, charges, and terms confirmed when Shipper provides written acceptance of Broker's quotation, including acceptance communicated by email.

4.1.2 Broker will charge, and Shipper will pay, for the Services in accordance with the rates, charges, and payment terms set forth in Broker's written quotation and Shipper's written acceptance thereof, or in Shipper's shipment tender accepted by Broker in writing. Such written communications, including email correspondence confirming shipment details and pricing, shall constitute the binding rate agreement for the Services performed under these Terms.

4.1.3 Broker shall assign a unique Order Number to each accepted shipment and shall furnish that number to Shipper for reference in resolving any issues arising under these Terms.

4.1.4 Each accepted shipment confirmation shall identify the Servicing Motor Carrier, including:

(a) the MC and USDOT numbers of the Servicing Motor Carrier if it operates in interstate commerce; and

(b) the equivalent identifying numbers of a Servicing Motor Carrier if it will provide Services in intrastate commerce.

4.2 Shipper's Use of Servicing Carriers

4.2.1 Shipper agrees to utilize Servicing Carriers that:

(a) have been recommended or selected by Broker for particular shipments or series of shipments; and

(b) either have entered into written agreements with Shipper pursuant to 49 U.S.C. §14101(b) or maintain published online service terms and conditions previously reviewed and approved by Broker.

4.2.2 Any conflicts between Broker's Terms herein and the Servicing Carriers' online published terms or written agreements applicable to Shipper shall be resolved in favor of Broker's Terms herein to the fullest extent permitted by 49 U.S.C. §14101(b).

4.2.3 To the extent mutually agreed by Broker and Shipper, all or specified portions of Broker's Terms herein may be incorporated by reference into Servicing Carriers' published terms or written agreements applicable to Shipper.

4.3 Conflicts Between Shipment Communications

4.3.1 In the event of a conflict between the terms contained in Shipper's shipment tender and Broker's written quotation accepted by Shipper, the terms of Broker's written quotation and Shipper's written acceptance shall govern the applicable rates, charges, and payment terms for the Services provided.

4.4 No Other Charges or Rates

4.4.1 Broker represents and warrants that there are no applicable rates, charges, or fees for the Services other than those that are:

(a) expressly established in these Terms;

(b) set forth in Broker's written quotation and Shipper's written acceptance; or

(c) reflected on a bill of lading issued for the shipment ("BOL").

4.4.2 In the event that Services are performed and it is subsequently determined that no applicable or agreed-upon rate was established prior to the performance of such Services, the charges invoiced by Broker shall be deemed the agreed-upon contract rate between the Parties for the Services rendered under these Terms unless Shipper objects to such charges in writing within thirty (30) days of receipt of the invoice.

4.5 Invoicing and Payment Terms

4.5.1 Shipper agrees to pay all valid invoices submitted by Broker within fifteen (15) days of receipt of such invoices. Payment shall be made in accordance with the provisions of these Terms.

4.5.2 If Shipper fails to make payment within the specified fifteen (15) day period, interest shall accrue on the unpaid balance at a rate of one percent (1%) per month, or the maximum rate permitted by applicable law, whichever is lower.

4.6 Credit and Billing Requirements

4.6.1 Shipper shall maintain current and accurate billing information. Broker reserves the right to place Shipper's account on credit hold if invoices become past due.

4.6.2 Broker may adjust invoiced charges if shipment weight, dimensions, commodity description, accessorials requirements, or other shipment characteristics differ from Shipper's representations at the time the shipment was tendered.

4.7 Collection of Unpaid Amounts

4.7.1 Shipper acknowledges responsibility for all fees, charges, and interest related to unpaid invoices. In the event Broker must pursue collection of unpaid amounts, Shipper agrees to reimburse Broker for reasonable costs incurred in connection with such collection efforts, including reasonable attorney fees and court costs to the extent permitted by applicable law.

4.8 Disputes Over Charges

4.8.1 If Shipper disputes any charges or rates billed by Broker, Shipper shall provide written notice to Broker within fifteen (15) days of receipt of the invoice identifying the specific charges being disputed and the basis for such dispute. The Parties shall work together in good faith to resolve the dispute promptly. Shipper shall pay all undisputed portions of the invoice while the dispute is being resolved.

4.9 Adjustments to Charges

4.9.1 If, following the provision of Services, it is determined that an error or adjustment is required in the applicable rates or charges, including errors in shipment weight, dimensions, or description, Broker shall notify Shipper of the necessary adjustments. Any such adjustments shall be reflected through revised invoices or credits to Shipper's account, as applicable.

5. INDEMNIFICATION

5.1 Broker's Indemnification of Shipper

5.1.1 Broker shall indemnify, defend, and hold harmless Shipper, its employees, agents, and representatives from and against any and all liabilities, claims, losses, costs, fines, penalties, expenses (including reasonable attorney's fees), judgments, or demands arising out of any

damage of any kind whatsoever, including but not limited to personal injury, property damage, cargo damage, or any combination thereof, suffered or claimed to have been suffered by any person or persons, to the extent such claims arise directly from or are caused by:

- (a) the negligence or intentional misconduct of Broker;
- (b) Broker's violation of applicable laws or regulations in connection with the Services provided under these Terms; or
- (c) Broker's or its employees' or agents' breach of any provision of these Terms.

5.1.2 Notwithstanding the foregoing, Broker shall have no liability to Shipper under this indemnification provision or any other provision of these Terms to the extent that such liabilities or obligations represent consequential, special, or punitive damages, arise from the negligence or wrongful conduct of Shipper, or are premised on claims of negligent selection of a Servicing Motor Carrier based on the fact of its involvement in a transportation accident.

5.2 Handling of Payment Demands to Shipper by a Servicing Motor Carrier

5.2.1 Shipper shall endeavor to include in its agreements with Servicing Carriers, or in their published service terms, provisions that preclude recourse claims by such carriers against Shipper's customers or consignees for allegedly unpaid freight charges, and that assign to Broker any claims by Servicing Carriers for such charges.

5.2.2 In the event that Shipper nonetheless receives a demand from a Servicing Motor Carrier or its representative for payment of any rate or charge allegedly unpaid for Services by that carrier, Shipper may notify Broker of such demand and the applicable Order Number, in which case Broker shall furnish Shipper with available proof of payment to the Servicing Motor Carrier for such Services. If such proof of payment is unavailable, the Parties shall work to resolve the matter under Sections 4.6 and 4.7 above.

5.3 Shipper's Indemnification of Broker

5.3.1 Shipper shall indemnify, defend, and hold harmless Broker, its employees, agents, and representatives from and against any and all liabilities, claims, losses, costs, fines, penalties, expenses (including reasonable attorney's fees), judgments, or demands arising out of any damage of any kind whatsoever, including but not limited to personal injury, property damage, cargo damage, or any combination thereof, suffered or claimed to have been suffered by any person or persons, to the extent such claims arise directly from or are caused by:

- (a) the negligence or intentional misconduct of Shipper;
- (b) Shipper's violation of applicable laws or regulations in connection with the performance of these Terms; or
- (c) Shipper's or its employees' or agents' breach of any provision of these Terms.

5.3.2 However, Shipper shall not be required to indemnify Broker for liabilities, claims, losses, or damages that result from the negligence, intentional misconduct, or wrongful conduct of Broker.

5.4 Joint and Several Liability

5.4.1 In the event that claims, liabilities, losses, damages, fines, penalties, payments, costs, and expenses (including reasonable attorney fees) arise out of the joint and concurrent negligence or fault of the Parties, or a combination of the Parties and a third party, each Party shall indemnify the other Party to the extent of its degree of negligence or fault.

5.5 Indemnification Procedures

5.5.1 In the event of a claim for which a Party is entitled to indemnification, the indemnified Party shall promptly tender the defense of the claim to the indemnifying Party. The indemnifying Party shall have the right to control the defense and settlement of any such claim, provided that the indemnified Party shall have the right to participate in the defense and settlement at its own expense.

5.6 Limitations on Indemnification

5.6.1 In no event shall either Party be liable for any consequential, incidental, special, or punitive damages under this Agreement.

6. INDEPENDENT CONTRACTOR

6.1 Broker functions as an independent contractor, managing its own operations and employees. Shipper does not exercise control over Broker's operations.

7. CARRIERS

7.1 Reasonable Efforts in Carrier Selection

7.1.1 Broker shall use reasonable efforts to place Shipper's loads with reputable and responsible Servicing Motor Carriers that are properly authorized, qualified, and licensed to perform the transportation services required by Shipper. These efforts will include selecting carriers that meet or exceed all regulatory requirements and that are capable of transporting Shipper's goods with reasonable dispatch under the direction of Shipper, while ensuring compliance with applicable laws and industry standards. Broker shall also make reasonable efforts to ensure that the selected carriers have sufficient resources and capabilities to safely transport the loads according to Shipper's requirements and expectations.

7.2 Safety Ratings and Compliance

7.2.1 In no event shall BROKER tender or deliver any goods of SHIPPER to a Servicing Motor Carrier that holds an "Unsatisfactory" or "Conditional" safety rating from FMCSA or any applicable state agency. In the event that a prospective Servicing Motor Carrier is designated by

such agency as “Not Rated,” Broker shall review the carrier’s SAFER Snapshot at the website of FMCSA, or equivalent safety records at the applicable state agency’s website, prior to tendering any shipment. If such carrier’s SAFER or equivalent state records show an accident rate and an out-of-service inspection rate that are below the national averages shown in SAFER, Broker may utilize the carrier unless instructed to the contrary by Shipper. If, at any time, a Servicing Motor Carrier’s safety rating is downgraded to “Unsatisfactory” or “Conditional,” Broker shall immediately cease tendering any new loads to that carrier and will work with Shipper to identify a suitable alternative.

7.3 Insurance and Legal Compliance

7.3.1 Broker agrees to engage only those Servicing Motor Carriers that possess all necessary and applicable insurance coverages as required by federal, state, and local law, including but not limited to motor vehicle liability insurance, cargo insurance, and any other required coverage. Broker will make reasonable efforts to verify the adequacy of the insurance coverage provided by the Servicing Motor Carriers, and will ensure that such coverage is in place before any shipment is tendered to the carrier. However, Shipper understands and acknowledges that Broker shall not be held responsible for any failure of the Servicing Motor Carrier to maintain such insurance, unless the failure is due to Broker’s negligence or failure to exercise reasonable care in selecting the carrier (subject to Section 5.1 above.)

7.4 No Warranties or Guarantees Regarding Delivery

7.4.1 Broker, by publishing these Terms, does not provide any express or implied warranties, guarantees, or assurances concerning delivery times or the ability of a Servicing Motor Carrier to be located to transport Shipper’s goods. While Broker will make reasonable efforts to ensure timely transportation, the Parties agree that Broker cannot guarantee that delivery will occur at a specific time or that a Servicing Motor Carrier will always be available to fulfill each shipment request. Shipper acknowledges and agrees that the transportation process may be subject to unforeseen circumstances, including but not limited to weather conditions, road closures, and other factors beyond Broker’s control.

7.5 Recovery for Cargo Loss, Damage, or Delay

7.5.1 Shipper further acknowledges and agrees that, while Broker will make reasonable efforts to select appropriate Servicing Motor Carriers, such carriers may limit Shipper’s ability to recover damages for cargo loss, damage, or delay. Broker will advise Shipper, at Shipper’s request, of such limitations known to Broker after due inquiry. Specifically, Shipper understands that certain carriers may have limitations or exclusions in their liability policies, and recovery for claims related to cargo loss, damage, or delay may be subject to the terms of those policies. In the event that a cargo claim arises, Shipper agrees to pursue recovery directly with the Servicing Motor Carrier, and Broker will cooperate as needed to facilitate such recovery efforts. Broker shall not be liable for any loss, damage, or delay to Shipper’s cargo, except where such loss, damage, or delay results from Broker’s negligence or failure to adhere to the provisions of these Terms.

7.5.2 For purposes of these Terms, claims by Shipper for delay shall not be legally cognizable unless there has been:

- (a) a failure of reasonable dispatch;
- (b) a material failure to deliver in accordance with a written time commitment;
- (c) reasonable reliance by Shipper on such commitment; and
- (d) material damages as a consequence of such delay.

7.5.3 Use of “Delay” as a capitalized term in this Agreement denotes a delay claim alleged by Shipper in good faith to satisfy all four criteria set forth in the preceding sentence.

7.6 Prohibition on Unauthorized Subcontracting or Double Brokering

7.6.1 Broker shall not knowingly tender, assign, or broker any shipment tendered by Shipper to another property broker or motor carrier without the prior written consent of Shipper.

Shipments arranged by Broker for motor carrier transportation shall be transported by the Servicing Motor Carrier selected and contracted by Broker.

7.6.2 Neither Party shall knowingly authorize, request, or facilitate the use of an unauthorized substituted or secondary motor carrier for truckload or motor carrier transportation services without the prior written consent of Broker.

7.6.3 Notwithstanding the foregoing, Broker may utilize subcontractors, intermediaries, or logistics service providers when arranging transportation services involving air freight, ocean freight, rail, intermodal transportation, international shipping, drayage, freight forwarding, or other non-truckload transportation modes. The use of such providers shall not be deemed subcontracting or double brokering under this Agreement, provided Broker remains responsible to Shipper for the performance of the Services arranged under these Terms.

7.6.4 Any shipment knowingly handled by an unauthorized motor carrier in violation of this section shall constitute a material breach of this Agreement and may affect the allocation of liability under these Terms.

7.7 Mandatory Carrier Identity Verification at Pickup

7.7.1 Shipper and all its shipping facility personnel are required to verify the identity of the Servicing Motor Carrier and driver prior to releasing any freight. The Order Number, carrier name, MC and/or USDOT numbers (if applicable) and intrastate carrier identifying number (if applicable) must match exactly with the information listed on the Broker-issued BOL. If there is any discrepancy, the freight must not be released, and Broker must be contacted immediately for verification. Failure to perform this verification will be considered a breach of these Terms and may result in denial of any claims arising from loss, theft, or mis delivery. Any failure to do so may affect Shipper’s ability to recover for certain losses involving fraud or mis delivery.

7.8 Bills of Lading and Shipping Documents (Broker Terms Control)

7.8.1 Broker's bill of lading ("Broker BOL") is the preferred shipping document for shipments arranged under these Terms and, unless otherwise agreed in writing by Broker, Shipper shall use the Broker BOL for such shipments.

7.8.2 Shipper acknowledges and agrees that all shipments arranged by Broker are governed exclusively by these Terms. If Shipper, a consignor, consignee, facility, Servicing Motor Carrier, or any third party issues, presents, or uses any bill of lading or other shipping document for a shipment arranged under these Terms (including a shipper-generated BOL), such document shall be used for receipt and administrative purposes only and shall not modify, supplement, or supersede these Terms. In the event of any conflict between these Terms and any such document, these Terms shall control.

7.8.3 No limitation of liability, declared value, special handling requirement, delivery appointment term, accessorial term, or other condition stated on any shipping document issued by Shipper or any third party shall be binding on Broker unless Broker expressly agrees to such term in a separate writing.

7.8.4 Shipper is responsible for the accuracy of all shipment information placed on any shipping document (including commodity description, weight, dimensions, NMFC classification, hazardous classification, piece count, and declared value). Shipper shall indemnify Broker for losses, fines, penalties, or costs arising out of inaccurate or incomplete shipment information provided by Shipper or its facilities.

8. INSURANCE

8.1 Broker shall maintain the necessary insurance required by law, including a surety bond to benefit Shipper if required under FMCSA regulations.

8.2 Broker will also ensure that Servicing Motor Carriers have appropriate insurance coverage for their operations as required by law.

9. CARGO LOSS, DAMAGE, OR SHORTAGE

9.1 Shipper agrees to notify Broker immediately by phone and subsequently submit a written claim, fully supported by all relevant documentation, including the signed delivery receipt, within twenty (20) days following the date of delivery in the event of cargo loss, damage, shortage, or Delay (as defined in Section 7.5 above).

9.2 No claims or allowances for shortages, damage, or Delay will be considered unless clearly noted on the delivery receipt or BOL signed by the consignee at delivery.

9.3 Broker shall have no liability for cargo loss, damage, shortage, or Delay, except to the extent that such claims are caused by Broker's negligent acts or omissions.

9.4 With respect to the standard for Broker's negligence regarding a Servicing Motor Carrier's insurance, the failure of the Servicing Motor Carrier to possess insurance required by law will be deemed a negligent act or omission on the part of Broker. However, if such failure to possess insurance was caused by fraud or misrepresentation on the part of the Servicing Motor Carrier, Broker shall not be deemed negligent and will not be held liable for any related claims or damages.

9.5 Claims for loss, damage, or delay shall be handled according to the procedures outlined in these Terms and applicable law. All claims must be filed within the timelines prescribed by law, including but not limited to the Carmack Amendment (49 U.S.C. Sec. 14706), which requires claims to be submitted within nine (9) months of delivery or scheduled delivery date.

9.6 All cargo claims shall be filed directly with the Servicing Motor Carrier. Broker's sole role shall be to assist in facilitating communication and recovery where applicable.

10. SHIPPING DOCUMENTS

10.1 Unless otherwise agreed in writing, all shipments tendered shall be accepted solely under the provisions of these Terms. Broker's BOL shall function as a receipt for the goods only except as expressly provided in these Terms.

10.2 Shipper warrants that all shipment information provided to Broker, including but not limited to commodity description, weight, dimensions, NMFC classification, hazardous classification, declared value, and packaging, is complete and accurate. Shipper shall indemnify Broker for any losses, fines, penalties, or damages arising from inaccurate or incomplete shipment information.

10.3 Upon Shipper's request, Broker shall instruct Servicing Motor Carriers to obtain a delivery receipt from the consignee, which shall show the products delivered, the condition of the shipment, and the date and time of delivery.

11. NOTIFICATION OF ACCIDENTS OR DELAYS

11.1 Broker agrees to notify Shipper of any accident or event that prevents the motor carrier from making a timely or safe delivery.

12. ASSIGNMENT / MODIFICATION / BENEFIT OF AGREEMENT

12.1 This Agreement may not be assigned or transferred, in whole or in part, without the prior written consent of the other Party. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

13. SEVERABILITY

13.1 In the event any portion of these Terms is found to violate any law or regulation, such portion shall be severed, and the remaining provisions shall continue in full force and effect.

14. ANTI-FRAUD PRECAUTIONS

14.1 Shipper shall provide applicable tenders, or Order Numbers for review by its personnel at any security facility on its premises, and shall require such personnel to verify the MC, USDOT or state identifying numbers (as applicable) of any Servicing Motor Carrier before commencement of loading. Any discrepancy or other question about Services under this Agreement should be reported promptly to the following representatives of the Parties:

For Broker: [INSERT CONTACT INFO]

15. BROKER LIABILITY LIMITATION

15.1 Broker's total liability to Shipper arising out of or related to these Terms, including for cargo loss, damage, delay, or any other claim, shall be limited to the amount paid by Shipper to Broker for the specific shipment giving rise to the claim. In no event shall Broker be liable for any incidental, consequential, special, or punitive damages.

15.2 Fraud Prevention and Unauthorized Carrier Release

15.2.1 Shipper acknowledges that cargo theft schemes involving impersonation of motor carriers, brokers, or drivers are an increasing risk within the transportation industry. Shipper agrees that it and its shipping facilities will follow commercially reasonable security procedures when releasing freight, including verification of the Servicing Motor Carrier's identity, operating authority numbers, and Order Number as provided by Broker.

15.2.2 If Shipper, its facility, or its agents release freight to any individual or motor carrier other than the Servicing Motor Carrier identified by Broker for the shipment, without first confirming such substitution with Broker, Broker shall not be responsible for any resulting cargo loss, theft, misdelivery, or related damages.

15.2.3 Shipper agrees that any failure to follow the verification procedures described in these Terms may materially affect Shipper's ability to recover for losses arising from fraud, cargo theft, or unauthorized pickup.

15.2.4 Broker shall also maintain commercially reasonable procedures for carrier identity verification prior to tendering shipments to Servicing Motor Carriers.

16. FORCE MAJEURE

16.1 Neither Party shall be liable for any failure or delay in performance under these Terms due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes, labor disputes, government actions, natural disasters, pandemics, or any other unforeseen events. The affected Party shall notify the other promptly and use reasonable efforts to resume performance.

17. NON-SOLICITATION / NON-BACK-SOLICITATION

17.1 During the term of this Agreement and for a period of one (1) year thereafter, neither Party shall, directly or indirectly, solicit or engage the other Party's employees, contractors, Servicing Motor Carriers, or customers for purposes competitive with the business handled under these Terms, without the prior written consent of the other Party.

18. BROKER CONTROL DISCLAIMER

18.1 Broker shall have no control or authority over the operations, drivers, or personnel of the Servicing Motor Carriers engaged to perform transportation services, nor shall Broker be considered a carrier or common carrier. Broker's role is strictly limited to arranging transportation services.

19. CONFIDENTIALITY

19.1 Each Party agrees to keep confidential all non-public information, including rates, charges, customer lists, and business practices disclosed during the term of these Terms and to use such information solely for performance under these Terms. This obligation shall survive termination for a period of two (2) years.

20. GOVERNING LAW AND SEVERABILITY

20.1 These Terms are to be governed by the laws of the Commonwealth of Pennsylvania, without regard to the choice-of-law rules of Pennsylvania or any other jurisdiction, except as specifically stated otherwise in these Terms, and except to the extent any laws of the United States are applicable to these Terms.

20.2 Except as otherwise provided in Section 8 of these Terms, any claim or dispute between Shipper and Broker arising from or in connection with these Terms or otherwise, or relating to the validity, enforceability, breach or termination of these Terms (a "Dispute"), whether under federal, state, local, or foreign law, including any violation of any applicable law or regulation, shall be resolved by arbitration in Allegheny County, Pennsylvania in accordance with the then effective Administrative Rules for Arbitration with the Transportation ADR Council (P.O. Box 15122, Lenexa, Kansas 66285-5122; (913)-222-8652) and the Federal Arbitration Act (ch. 1 of

title 9 of the U.S. Code). If the Federal Arbitration Act is determined by a single arbitrator not to be applicable to any dispute, then such Dispute shall be resolved by arbitration in Allegheny County, Pennsylvania in accordance with the then effective Administrative Rules for Arbitration of the Transportation ADR Council and the Pennsylvania Uniform Arbitration Act (Pennsylvania Revised Statutes Chapter 417, et seq.).

20.3 A single arbitrator will make his/her award in writing and will include the rationale for the decision. The award shall include an amount awarded to the prevailing party for reasonable attorneys' fees, expenses, the arbitration filing fee, and the fees and expenses of a single arbitrator. Any award entered into by a single arbitrator will be final, binding and non-appealable, and judgment may be entered thereon in accordance with applicable law in any court of competent jurisdictions.

21. INUREMENT

21.1 These Terms shall be binding upon and shall inure to the benefit of the Shipper and Broker, their successors and permitted assigns. Neither Shipper nor Broker may assign or attempt to assign rights or obligations under these Terms without the prior written consent of the other Party. Any assignment or attempted assignment which does not comply with the terms of this paragraph shall be void and of no force and effect. These Terms (together with all schedules hereto) represent the entire understanding between the Parties relating to the subject matter contained herein and no representations, promises or agreements, oral or written or otherwise not herein contained, shall be of any force and effect. No modification of these Terms shall be valid unless the same is in writing and signed by all of the Parties hereto.