

CARRIER TERMS AND CONDITIONS

Revision Date	Modifications
November 1, 2024	Document created and added to www.congebec.com .

APPLICATION OF THESE CARRIER TERMS & CONDITIONS

1. Subject to the terms of any applicable signed written agreement, any carrier (the “**Carrier**”) engaged by Congebec (Transport) Inc. (“**Congebec Transport**”) agrees to be bound by these Carrier Terms and Conditions (“**Terms**”) in accepting freight carriage mandate(s) as arranged by Congebec Transport for and on behalf of its shipper customers.
2. By offering for services and accepting freight carriage mandate(s) from Congebec Transport, Carrier agrees on behalf of itself and any company or organization that it represents, that it has read and accepts these Terms.
3. Congebec Transport reserves the right to modify, amend or supplement these Terms without notice.

CONGEBEC TRANSPORT’S OBLIGATIONS

4. Congebec Transport is a broker intermediary. It is not a carrier of goods. Congebec Transport arranges the carriage of freight for its shipper customers by reputable independent third-party motor carriers.

CARRIER REPRESENTATIONS AND WARRANTIES

The Carrier represents and warrants:

5. Carrier is authorized to operate in inter-provincial, extra-provincial, interstate, intrastate and/or international commerce, as required, and is qualified, competent and available to provide the transportation services required by Congebec Transport.
6. Carrier is an operator of commercial motor vehicles and/or a motor carrier, authorized to provide the transportation of goods under contracts with shippers and receivers and/or brokers of materials, wares, merchandise and general commodities.
7. Carrier agrees to transport the property, under its own operating authority and subject to these Terms and any written declarations or representations provided to it in writing at any time by Congebec Transport concerning its provision of transportation services. In the event of a conflict between these Terms and any

- such written declaration or representation such written declaration or representation shall govern to the extent of any inconsistency.
8. Carrier agrees that a shipper's insertion of Congebec Transport's name as the carrier on a bill of lading shall be for the shipper's convenience only and shall not change Congebec Transport's status as a freight broker intermediary nor Carrier's status as a motor carrier.
 9. Carrier will not re-broker, co-broker, subcontract, assign, interline, or transfer the Transportation services to any other persons or entity conducting business under a different operating authority, without prior written consent of Congebec Transport. If Carrier breaches this provision, among all other remedies (whether at equity or in law), Congebec Transport shall have the right of paying the monies it owes Carrier directly to the delivering carrier, in lieu of payment to Carrier. Upon Congebec Transport's payment to a delivering carrier, Carrier shall not be released from any liability to Congebec Transport under these Terms or otherwise, including any claims under MAP-21 (49 U.S.C. § 13901 et seq.). Carrier will be liable for consequential damages for violation of this provision.
 10. Carrier is in, and shall maintain, compliance with all applicable federal, state, provincial and local laws relating to the provision of its services including, but not limited to: transportation of Hazardous Materials (including the licensing and training of Haz-Mat qualified drivers), as defined in 49 C.F.R. §172.800, §173, and §397 et seq. to the extent that any shipments under Transportation Services constitute Hazardous Materials; transportation of Dangerous Goods (including the licensing and training of Dangerous Goods qualified drivers) as defined in applicable federal and provincial Canadian legislation, to the extent that any shipments hereunder constitute Dangerous Goods; security regulations; owner/operator lease regulations; loading and securement of freight regulations; implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances and alcohol testing, and hours of service regulations; sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, under applicable law including without limitation the Food Safety Modernization Act, the Sanitary Food Transportation Act of 2005 and the FDA's Final Rule pertaining to Sanitary Transportation of Human and Animal Food, qualification and licensing and training of drivers; implementation and maintenance of equipment safety regulations; maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers; all applicable insurance laws and regulations including but not limited to workers' compensation. Carrier agrees to provide proof of compliance upon request.
 11. Carrier Maintains at least a i) "Satisfactory" safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation and/or ii) at least a "Satisfactory" or "Satisfactory-Unaudited" safety rating issued

by any provincial regulatory authority. Carrier will notify Congebec Transport in writing immediately if there be any change to the foregoing.

RATES AND PAYMENTS

12. Congebec Transport shall inform Carrier of (i) place of origin and destination of all shipments; and (ii) if applicable, any special shipping and handling instructions, special equipment requirements of which Congebec Transport has been timely notified, in writing in the Carrier Dispatch Sheet.
13. Congebec Transport agrees to conduct all billing services to shippers, consignees, or other party responsible for payment. Carrier shall invoice Congebec Transport for Carrier's charges based on the rates mutually agreed to in writing, by fax, or by electronic means, contained in Congebec Transport's Load Confirmation Sheet(s)/dispatch sheets, incorporated herein by reference. Additional rates for truckload or LTL (less than truckload) shipments, or modifications or amendments of the above rates, or additional rates, may be established in writing to meet changing market conditions, shipper requirements, Congebec Transport requirements, and/or specific shipping schedules as mutually agreed upon, and shall be confirmed in writing by email by both parties. Any such additional, modified, or amended rates, changes in rates shall automatically be incorporated herein by reference.
14. Additionally, any rates, which may be verbally agreed upon, shall be deemed confirmed in writing where Carrier has billed the agreed rate and Congebec Transport has paid it. All written confirmation of rates, including confirmations by billing and payment, shall be incorporated herein by this reference.
15. The parties agree that Congebec Transport is the sole party responsible for payment of Carrier's charges and Carrier waives any right to seek collection of Carrier's charges from any other party, including Congebec Transport's customer, a shipper or consignee of goods carried under these Terms. Failure of Congebec Transport to collect payment from its shipper customers shall not exonerate Congebec Transport of its obligation to pay Carrier.
16. Congebec Transport agrees to pay Carrier's invoice within 30 days of receipt of such invoice, provided Carrier is not in default under these Terms.
17. Notwithstanding Section 15, if Congebec Transport has not paid Carrier's invoice as agreed, and Carrier has complied with these Terms, Carrier may seek payment from the shipper or other party responsible for payment after giving Congebec Transport ninety (90) business days advance written notice.

CARRIER RESPONSIBILITIES

18. Carrier agrees to follow instructions contained in a rate or load confirmation sheet issued by Congebec Transport.

19. Subject to Carrier's representations and warranties hereunder, Carrier agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required for Congebec Transport and/or its shipper customers. Carrier will not supply equipment that has been used to transport hazardous wastes, solid or liquid, regardless of whether they meet the definition in 40 C.F.R. §261.1 et. seq. or that under Canadian federal or provincial law pertaining to Dangerous Goods. Carrier will furnish equipment for transporting cargo, which is sanitary, and free of any contamination, suitable for the particular commodity being transported and which will not cause in whole or in part adulteration of the commodity as defined in 21 U.S.C § 342.
20. Carrier is solely responsible for any and all management, governing, discipline, direction and control of its employees, owner/operators, and equipment with respect to operating within all applicable federal, state and provincial legal and regulatory requirements to ensure the safe operation of Carrier's vehicles, drivers and facilities. Carrier and Congebec Transport agree that safe and legal operation of Carrier and its drivers shall completely and without question govern and supersede any service requests, demands, preferences, instructions, and information from Congebec Transport or Congebec Transport 's customer with respect to any shipment at any time.
21. Carrier assumes full responsibility and liability for payment of the following items: All applicable federal, state, provincial and local payroll taxes, taxes for unemployment insurance, old age pensions, workers' compensation, social security, with respect to persons engaged in the performance of its transportation services hereunder. Congebec Transport shall not be liable for any of the payroll-related tax obligations specified above and Carrier shall indemnify, defend, and hold Congebec Transport harmless from any claim or liability imposed or asserted against Congebec Transport for any such obligations.
22. Carrier agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing.
23. Carrier shall issue a bill of lading or other similar transportation receipt, produced in compliance with 49 C.F.R. §373.101 (and any amendments thereto) and/or with the governing law of a province of origin (as applicable), for the property it receives for transportation under these Terms. Unless otherwise agreed in writing, Carrier shall become fully responsible/liable for the freight when it takes/receives possession thereof, and the trailer(s) is loaded, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to Carrier, and which responsibility/liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt. Any terms of the bill of lading (including but not limited to payment and credit terms, released rates or released value; as may be deemed applicable by the legislation of the province, state, or Country of origin) inconsistent with these Terms shall be ineffective, with

these Terms governing to the extent of any conflict. Failure to issue a bill of lading, or sign a bill of lading acknowledging receipt of the cargo, by Carrier, shall not lessen or detract from the liability of Carrier. Carrier agrees to comply with the terms and conditions on a rate or carrier confirmation sheet provided it by Congebec Transport. In the event of a conflict between that document(s) and these Terms, said document will govern for that particular load.

LOSS & DAMAGE CLAIMS

24. Subject to and except as specifically provided for in these Terms, neither party shall be liable to the other for consequential damages without prior written notification of the risk of loss and its approximate financial amount, and agreement to assume such responsibility in writing.
25. Carrier shall not sell, salvage or attempt to sell or salvage any goods without Congebec Transport's express written permission.
26. Carrier shall pay, decline or make settlement offer in writing on all cargo loss and damage claims within 60 days of receipt of claim.

FOR SHIPMENTS ORIGINATING IN THE UNITED STATES

27. 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 state regulatory agency, for processing all loss and damage claims and salvage. Carrier agrees that food that has been transported or offered for transport under conditions that are not in compliance with shipper's or Congebec Transport's instructions, as provided to Carrier by shipper or Congebec Transport, will be considered "adulterated" within the meaning of the Federal Food, Drug and Cosmetic Act, 21 U.S.C. § 342 (i). Carrier understands and agrees that adulterated shipments may be refused by the consignee or receiver, at destination without diminishing or affecting Carrier's liability in the event of a cargo claim. Carrier shall not sell, salvage or attempt to sell or salvage any goods without Congebec Transport's express written permission.
28. Carrier's liability for any cargo damage, loss, or theft from any cause shall be determined under 49 U.S.C. § 14706 and 49 C.F.R. § 370 (The "**Carmack Amendment**"), as applicable.

FOR SHIPMENTS SHIPPED FROM AN ORIGIN POINT IN CANADA

29. Carrier's liability for any cargo damage, loss or theft from any cause shall be determined in accordance with the Uniform Conditions of Carriage in effect in the province of origin or where there be no Uniform Conditions of Carriage in effect with applicable common law.

INSURANCE

30. Carrier shall maintain, at its own expense, and shall require all of its subcontractors to maintain, such insurance as described below throughout the term of the transportation services provided to Congebec Transport. All insurance carriers shall have a policyholder's rating of not less than A-VII in the most current edition of Best's Rating Guide.
- a. Workers' compensation insurance in good standing as prescribed by applicable law and employer's liability insurance with limits of not less than \$2,000,000.
 - b. Commercial general liability insurance with a limit of not less than \$2,000,000 per occurrence/aggregate (\$5,000,000 if transporting hazardous materials or dangerous goods including coverage for environmental damages due to release or discharge of hazardous substances). Such insurance shall be written on an occurrence basis and be endorsed to name Congebec Transport as an additional insured.
 - c. Automobile liability insurance with limits of not less than \$2,000,000 per occurrence, combined single limit, covering bodily injury and property damage, must include covered pollution cost or expense related to accident in which pollutants are upset, overturned, or damaged.
 - d. All risks cargo insurance covering Carrier's legal liability with limits of not less than \$250,000.00 per occurrence, including a Reefer Breakdown Endorsement.
31. Carrier shall on demand deliver to Congebec Transport a certificate of insurance that specifies the above required coverages.
32. Nothing in these Terms shall be construed to avoid or limit Carrier's liability due to any policy limits or exclusion or deductible in any insurance policy.
33. The required insurance coverages shall cover the entire geographic scope in which Carrier will operate the Transportation Services and, as applicable, be broad form.

INDEMNITY

34. Carrier shall defend, indemnify, and hold Congebec Transport, its customers, and each of their affiliated entities harmless from and against all direct or indirect loss, liability, damage, claim, fine, cost or expense, including reasonable attorney's fees, arising out of or in any way related to the performance of the transportation services or breach of these Terms by Carrier, its employees, subcontractors or independent contractors working for Carrier (collectively, the "**Claims**"), including, but not limited to Claims for or related to personal injury (including death), property damage and Carrier's possession, use, maintenance, custody or operation of the equipment; provided, however, that Carrier's indemnification and hold harmless

obligations under this paragraph will not apply to the prorated extent that any Claim is directly caused by the negligence or other wrongful conduct of Congebec Transport. This paragraph shall survive the termination of the services provided by the Carrier to Congebec Transport.

GENERAL

35. Except with respect to a party's payment obligations hereunder, or delays or failures caused by the negligent act or omission of either party, any delay in or failure of performance by either party under these Terms will not be considered a breach of these Terms and will be excused to the extent caused by any occurrence beyond the reasonable control of such party including, but not limited to, acts of God, power outages, acts of terrorism, fire, flood, pandemic, explosion, war, embargo, governmental orders or decisions, civil or military authority, labor strikes provided that the party affected by such event will immediately begin or resume performance as soon as practicable after the event has abated. Excusable delays do not include occurrences that could have been prevented or circumvented by reasonable precautions.
36. The relationship of the parties to each other shall at all times be that of independent contractors. These Terms do not create any agency, partnership, joint venture relationship, other form of joint enterprise, employment, or fiduciary relationship between the parties, their affiliates, or their respective employees, subcontractors, or agents. Carrier shall provide sole supervision and shall have exclusive control over the actions and operations of its employees, agents and subcontractors used to perform the Transportation Services. Congebec Transport does not have any right to control, discipline or direct the performance of any of Carrier's employees, or agents or subcontractors. Carrier shall not represent to any party that it is anything other than an independent contractor to Congebec Transport.
37. Each party, as recipient, undertakes to: (i) maintain the confidentiality of any confidential material or information received from the other party in connection with these Terms, including but not limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements shared or learned between the parties and their customers, and (ii) not to use such information for any other purpose than in connection with its obligations hereunder, and (iii) not to disclose the information except to their employees or representatives (who shall be informed of the confidential nature of such information and are bound by measures sufficient to respect the terms of this provision) whose work requires or is required to know or be aware of such information, and to return such information to the disclosing party when so requested. This confidentiality obligation will not apply to (i) the information that is, or subsequently becomes generally known by the public (other than as a result of the failure of the recipient to comply with this confidentiality

- undertaking); (ii) information that was known by the recipient prior to its disclosure by the disclosing party; or (iii) information disclosed to the recipient by a third party lawfully in possession of such information, without violating any contractual, legal or fiduciary obligation with respect to such information.
38. If any provision of these Terms is held to be invalid or unenforceable in any jurisdiction, that provision will be ineffective in that jurisdiction to the extent of the invalidity or unenforceability, without invalidating any other provision of these Terms. The headings in these Terms are for convenience only and will not affect the construction or interpretation of these Terms.
39. In the event of any claim or dispute arising from these Terms or the Transportation Services, Congebec Transport and Carrier agree to submit same to the courts located in the province of origin which shall have sole and exclusive jurisdiction over same.

NO BACK SOLICITATION

40. Unless otherwise agreed to in writing, Carrier shall not knowingly solicit freight shipments for a period of 12 months following termination of the services provided under these Terms for any reason, from any shipper, consignor, consignee, or other customer of Congebec Transport, when such shipments of shipper customers were first tendered to Carrier by Congebec Transport.
41. In the event of breach of this provision, Congebec Transport shall be entitled, for a period of 12 months following delivery of the last shipment transported by Carrier under this Agreement, to a commission of twenty percent (20%) of the gross transportation revenue (as evidenced by freight bills) received by Carrier for the transportation of said freight as liquidated damages. Additionally, Congebec Transport may seek injunctive relief and in the event it is successful, Carrier shall be liable for all costs and expenses incurred by Congebec Transport, including, but not limited to, reasonable attorney's fees.