

The terms contained herein apply on each shipment tendered to Hub Group, Inc. (or its affiliates, hereinafter referred to as Hub) and constitute a binding agreement between Hub on the one hand, and, you, the party tendering the shipment, on the other hand ("shipper"). In consideration of services provided by Hub on each shipment, shipper hereby consents to the terms contained herein. Said terms may not be changed except in writing signed by the President of Hub. Failure to pay bill or charges will result in a lien on future shipments.

- I. **Rates, Charges and Credit:** The rates and charges of Hub are subject to change without notice. Payment of any Hub invoice must be made within 15 days of date of billing. Failure to meet this requirement may result in a loss of credit. Should no payment be received within 15 days of the billing date, liquidated damages in the amount of 1% per month will be assessed commencing with the 16<sup>th</sup> day following the billing date. Payment of Hub invoices shall be in currency of the United States only. Rates quoted by Hub which include pickup and/or delivery are based on "drop and pull" arrangements only unless otherwise agreed to in writing. FAILURE OF CUSTOMER TO PAY BILLED CHARGES OF HUB WITHIN THE CREDIT PERIOD WILL RESULT IN A LIEN BY HUB ON FUTURE SHIPMENTS, INCLUDING THE COST OF STORAGE, DETENTION AND APPROPRIATE SECURITY FOR THE SUBSEQUENT SHIPMENT HELD PURSUANT TO THIS AGREEMENT. IF SHIPPER FAILS TO PAY THE FULL AMOUNT OF THE UNPAID CHARGES WITHIN 10 DAYS OF THE NOTICE OF EXERCISE OF SUCH LIEN, HUB MAY SELL THE FREIGHT SUBJECT TO THE LIEN AT A PUBLIC OR PRIVATE AUCTION UPON 15 DAYS' NOTICE TO THE SHIPPER OF THE TIME, PLACE AND DATE OF SUCH AUCTION. The shipper guarantees all freight charges including those which move on a freight collect basis. If an account has to be placed in the hands of an attorney for collection all attorney and court costs associated with the collection effort will be added to the balance owed.
- II. **Freight Charge Collect and C.O.D. Shipments.** Freight charge collect shipments will be processed by Hub at an additional charge of \$25 per shipment. The shipper directing the freight charge collect shipment shall guarantee the prompt payment of all charges accruing on such collect shipments. Terms contained herein regarding freight charge collect shipments shall supersede any other document. Action by shipper in presenting a uniform bill of lading and signing section 7 therein shall be null and void. Hub will not handle "C.O.D." shipments and shall not be responsible for the collection of any funds from the consignee to be transmitted back to the shipper.
- III. **Responsibility of Hub for Loss or Damage.** Hub is not a common carrier and is neither an absolute nor virtual insurer of the goods entrusted to it, and disclaims responsibility for loss or damage to the goods moved in its services. In no event shall Hub's liability for the goods entrusted to it exceed \$500. Hub will, however, assist the shipper in prosecuting any claims for freight loss or damage with the underlying carrier by providing necessary paperwork, executing assignment of interest documents, and otherwise assisting in the gathering of information under the control of Hub. Claims or lawsuits for less than \$250 shall not be filed and no claim shall be paid if the amount of the loss or damage is found to be less than \$250. Action by shipper in presenting a uniform bill of lading shall be null and void and of no consequence to the arrangements between Hub and its shipper on each shipment. In providing service, Hub performs no physical transportation but arranges for such transportation subject to tariff or separate agreements. Such tariffs or agreements may contain provisions regarding responsibility for the safe transportation of freight which are less than common carrier responsibility. Such provisions, including provisions relating to time frames within which to notice claims and file suits, can be viewed at the main office of Hub. Hub shall not be responsible for the failure of shipper to know or to comply with such provisions. Shipments are accepted as shipper's load, count and seal. No offsets from open invoices due Hub will be allowed as settlement for loss and damage claims. IN NO EVENT SHALL HUB BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES.
- IV. **Accessorial Charges, Regulations and Penalties.** All carriers used to transport the shipper's freight have rules and charges respecting accessorial matters such as detention and storage. Unless accessorial charges have been caused by the sole act of Hub, the shipper shall be responsible for any accessorial charges. Any penalties or liabilities assessed by carriers, courts or governmental authorities as a result of overweight vehicles, violations of hazardous materials regulations or improper loading shall be the sole responsibility of the shipper. The shipper shall be solely responsible for complying with the Department of Transportation regulations and the applicable published intermodal circulars and directories of the rail carriers ("Rail Circulars"). The shipper shall indemnify and hold Hub harmless, and defend against any action charging Hub with a tort or violation based on an act or omission by the shipper. The terms at <http://carrterms.com/ShipperFoodSafety> apply to shipments covered by the Sanitary Transportation of Human and Animal Food rule set forth in Title 21, part 1, subpart O of the Code of Federal Regulations, as issued under the Food Safety Modernization Act, currently codified at 21 USC 2201 (Chapter 27) and the Food, Drug & Cosmetic Act, currently codified at 21 USC 2201 (Chapter 9).
- V. **Carriers Selected By Hub as Third Party Beneficiaries.** Any carrier selected by Hub to transport shipper's freight shall be considered to be a third party beneficiary to this agreement and to any agreement between Hub and the shipper that has as its purpose or includes as an element thereof an agreed-to limitation of liability for cargo loss or damage.
- VI. **Rates Are Released / Declared Value Rates.** The rates provided to the shipper in connection with this agreement are predicated on motor carriers selected by Hub being tendered freight released for cargo loss or damage at an amount not in excess of \$100,000 per shipment and rail carriers selected by Hub being tendered freight released for cargo loss or damage at an amount not in excess of \$250,000 per shipment (\$100,000 per shipment for consumer electronics). Shipper acknowledges that Hub has made available to the shipper the opportunity to pay a higher rate and thereby obtain greater levels of liability from the underlying carrier for cargo loss or damage. In the absence of the shipper availing itself of that opportunity by contacting Hub as instructed, shipper releases its shipments to motor carriers selected by Hub at an amount not in excess of \$100,000 per shipment and shipper releases its shipments to rail carriers selected by Hub at an amount not in excess of \$250,000 per shipment (\$100,000 per shipment if the shipment contains consumer electronics). Shippers wishing to ship freight via motor carrier at a value for loss or damage in excess of \$100,000 per shipment or via rail carrier at a value for loss or damage in excess of \$250,000 per shipment (\$100,000 per shipment for consumer electronics) must contact Hub in writing at the address shown herein.
- VII. **Warehousing Terms and Conditions.** In the event Hub is directed by the shipper to place any shipment in storage, or in the event Hub places such shipment in storage as a result of the shipper's failure to pay Hub's billed charges in accordance with Section I herein, SHIPPER GRANTS TO HUB A LIEN ON ALL SHIPMENTS SO HELD, SUCH LIEN TO BE NOTICED, EXERCISED AND DISCHARGED IN THE SAME MANNER AS IS APPLICABLE TO THE LIEN DESCRIBED IN SECTION I HEREIN. Shipper agrees to release any shipment placed in storage as described to a value of \$0.10 per pound, with such released value taking precedence over any other value or measure of loss stated elsewhere herein.
- VIII. **Hazardous Material.** Shipper is responsible to declare any shipment that contains hazardous material and ensure such shipments comply with all USDOT hazardous material regulations. If Shipper fails to declare or properly prepare a hazardous material shipment, Shipper shall be responsible for any costs associated with such shipment, including, but not limited to clean-up costs.
- IX. **Additional Provisions.** Hub assumes no responsibility for the service or performance of the underlying carrier. Each shipment must be loaded, blocked and braced by shipper in accordance with regulations established by the Association of American Railroads and the Rail Circulars. Each "in bond" shipment is handled subject to carrier's requirements as set forth in tariffs or separate agreements, copies of which can be viewed at the main offices of Hub.

Effective Date: 4/1/17