

**STANDARD PROTOCOL FOR MOTOR CARRIERS
PROVIDING CARRIER SERVICES¹**

Grove Transportation Services, Inc.

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Cincinnati, OH 45275

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US DOT 488105 | MC-243513

This Protocol, with appendices, establishes the service terms and conditions of Grove Transportation Services, Inc., herein acknowledged as “Carrier”, and shall not be waived unless modified by a written and signed scope of work addendum. All specific service terms of this Protocol shall apply and nonconforming shipping documents or bills of lading shall be evidence of piece count, origin, destination and carrier only. Service shall be provided subject to general principles of federal surface transportation law governing regulated commodities, regardless of the nature of the freight handled.

The terms of the standard Bill of Lading², Federal Statutes and Regulations including but not limited to the handling of cargo claims are expressly adopted. All Carrier’s rights, remedies, duties, and obligations are retained pursuant to 49 U.S.C. 14101(a). This Protocol including appendices establishes Carrier’s standard service offering and performance obligations which benchmarks its service predicate for the lowest priced service offering. Carrier shall charge rates for services inclusive of charges payable to its retained service providers which will be made available to customer upon request at time of the customer’s service request.

Carrier’s general service terms and conditions shall be set forth in Appendix A. Accessorial and specialized service issues unique to the type of service Carrier provides shall be provided upon request.

For standard terms pertaining to warehousing and related services, see Warehouse Service Terms and Conditions Agreement at www.grovetransportation.com. Additional services and obligations required by Customer must be set forth and agreed to in writing by both parties, detailing the additional services required and the applicable charges.

¹ Endorsed by Air and Expedited Motor Carriers Association for establishing coordinated joint line services et al.

² See standard Bill of Lading at www.grovetransportation.com.

Appendix A

General Service Terms and Conditions

1. Services Provided.

- a. Carrier holds out to provide services in accordance with 49 U.S.C. 14101(a), subject to the terms and conditions set forth herein. Terms and conditions shall apply commencing upon Customer's request for services and Carrier's acceptance of services. Cartage services include, but are not limited to the following:
 - i. US customs bonded ground transportation services for air import and export freight (prior or subsequent move by air);
 - ii. US customs bonded ground transportation services for ocean import and export freight;
 - iii. Ground transportation services for domestic and international air and ground freight;
 - iv. Specialized road feeder services.
- b. These service terms and conditions shall apply to all cartage and related services provided by Carrier and shall be incorporated into load confirmation sheets by reference. Terms and conditions pertaining to warehousing and other related services are located on Carrier's Warehouse Service Terms and Conditions Agreement at www.grovetransportation.com.
- c. Nonconforming shipping documents will be issued as a receipt for goods only.
- d. Customer understands that from time to time, Carrier may change its service terms and conditions through website notice. At Carrier's election, Customer will be notified of such changes by posting of changes to www.grovetransportation.com. If Customer initiates any service after the date of such change, then by initiation of such services, Customer indicates acceptance and agreement with the terms and conditions then in effect.

2. Freight Payment and Charges.

- a. All shipments will be transported subject to spot market rates agreed to with Customer based on information provided by Customer to Carrier regarding nature and scope of shipment and reflected on load confirmation sheets at time of booking. Rates will be made available to Customer upon request at time of Customer's service request. Final rates may vary based upon the shipment actually tendered and the application of these service terms and conditions.
- b. Freight charges shall be billed to Customer upon delivery and shall be paid within 30 days of receipt of invoice by Customer without offset, unless otherwise agreed upon. Carrier reserves the right to demand payment of all outstanding and past due invoices as a pre-condition for releasing any shipment(s) at destination. This right includes the right to demand payment upon delivery of any shipment(s) at any time. Customer agrees that all amounts due are not payable in installments.
- c. Customer agrees that all amounts due for services provided by Carrier are payable to Grove Transportation Services, Inc. at P.O. Box 75332, Cincinnati, OH 45275.

- d. Carrier preserves all collection rights including late fee in the amount of 1.5% per month until paid. Customer agrees to pay all costs of collection including reasonable attorney fees and court costs if Customer is delinquent on payments and invoices are turned over for collection.
- e. Carrier and its service providers shall have a contractual lien on any cargo in its possession or the possession of its service providers for the payment of freight charges past and present which may be exercised in the event of Customer's default.

3. Cargo Liability.

- a. All shipments shall be subject to the standard release rate of \$0.50 per pound or \$2,500 per occurrence, whichever is less. All cargo claims shall be subject to 49 U.S.C. 14706 (the Carmack Amendment) and federal cargo claims rules, including venue and jurisdiction.
- b. Customers with high value shipments, or who desire coverage for loss, are advised to purchase property insurance for needed excess limits and to waive subrogation over the limits of liability set forth above. In the event that the customer fails to obtain a waiver of subrogation, the Customer will defend, indemnify, and hold Carrier harmless with respect to claims made by the Customer or third parties acting as subrogees of the Customer.
- c. Carrier will not be liable for any damages, whether direct, incidental, special, or consequential, in excess of \$0.50 per pound or the actual value of the loss, up to \$2,500, whichever is less, in any event, and including, but not limited to, damages resulting in loss of income or profits.
- d. In no event will carrier be liable for any loss, damage, delay, misdelivery, nondelivery, misinformation, or failure to provide information caused by or resulting in whole or part from:
 - i. The act, default or omission of the Customer, shipper, consignee, or any other third party with an interest in the shipment;
 - ii. The nature of the shipment or any defect, characteristic or inherent vice of the shipment;
 - iii. The Customer, shipper, consignee, or third party's violation of any of the terms and conditions contained in these service terms and conditions, as amended from time to time, or on a bill of lading or other applicable shipping documents, including, but not limited to, the improper or insufficient packing, securing, marking, or addressing of shipments;
 - iv. Perils of transportation, public enemies, public authorities acting with actual or apparent authority on the premises, authority of law, local disputes, civil commotions, hazards incident to a state of war, or weather conditions (as determined solely by Carrier); national or local disruptions in ground transportation networks due to events beyond Carrier's control, such as weather phenomena, strikes, cyber-attack, pandemic, or natural disasters, and disruption of communication and information systems;
 - v. Acts or omissions of any person or entity other than Carrier including compliance with verbal or written delivery instructions from the Customer,

- shipper, consignee, or persons claiming to represent the Customer, shipper, or consignee;
- vi. Loss of or damage to articles packed and sealed in packages by the Customer, provided the seal is unbroken at the time of delivery, the package retains its basic integrity, and receipt of shipment by the consignee without written notice of damage on the delivery record;
 - vii. Erasure of data from magnetic tapes, or other storage media or erasure of photographic images or sound tracks from exposed film;
 - viii. Carrier's inability to provide a copy of the delivery record or a copy of the signature obtained at delivery;
 - ix. Damage in transit or in the handling of, or concealed or other damage to, florescent tubes, neon lighting, neon signs, X-ray tubes, glass, hazardous materials and other inherently fragile or dangerous items;
 - x. Special or consequential damages;
 - xi. Any concealed damage or loss.

4. Reasonable Dispatch and Handling.

- a. **No time is fixed for the completion of carriage**, and Carrier shall not be liable for any loss or damage caused by failure to commence or complete carriage within a certain time. Carrier assumes no obligation to carry goods over any particular route. Carrier assumes no obligation to carry the goods in any particular vehicle, and is authorized to select alternate means of transportation and deviation from route without liability.
- b. Unless specifically otherwise agreed to in writing, Carrier retains the right to re-weigh and/or measure, for the purpose of applying correct charges, any shipment(s) at any time while in Carrier's custody and control, and to collect the appropriate charges without first advising, reporting back to, pre-alerting, or otherwise notifying Customer.
 - i. Carrier reserves the right to assess transportation charges based on volumetric standards. Dimensional weight pricing is applicable on all shipments with a total volume of more than 250 cubic inches. Dimensional weight is calculated by multiplying length by width by height of each package (all in inches) and dividing by 250. The dimensional weight of each package in the shipment is added, and the total dimensional weight of the shipment is then compared to the actual weight of the shipment. If the dimensional weight exceeds the actual weight, transportation charges for the shipment are based on the dimensional weight.
- c. Carrier and its retained service providers reserve the right to open, inspect and re-seal any cargo tendered pursuant to these terms and conditions without incurring fine or liability. This right shall be exercised upon probable cause or as required by applicable safety, security, and/or legal regulations and requirements. Cargo will be rejected and returned, at Customer's expense, any shipment tendered to it in violation of the warranties contained herein.

5. Carrier Warranties.

- a. Carrier warrants that it is properly licensed, authorized, and insured and enjoys a U.S. DOT safety rating of satisfactory or equivalent.
- b. Carrier warrants that all services will be provided by Carrier on equipment owned, leased, or rented by Carrier unless otherwise expressly agreed in writing.
- c. Carrier warrants strict compliance with all applicable federal and state safety and employment laws.
- d. Carrier warrants it is compliant with applicable TSA and supply chain security requirements with respect to shipments having a prior or subsequent shipment by air and that it will arrange for transportation utilizing only properly qualified ground and air service providers as directed by Customer.

6. Customer Warranties.

- a. Customer warrants that it is the beneficial owner or agent authorized to bind the beneficial owner with respect to all terms and conditions in this contract. Customer shall indemnify and hold harmless Carrier and its service provider from any liability or claim (including cargo) brought by the beneficial owner or its insurer which exceeds the contractual undertakings of Carrier and its service providers as set forth herein and in the applicable specific service terms and conditions.
- b. Customer warrants that it is solely responsible for properly identifying and credentialing the consignor and ensuring that all cargo is properly identified, marked, and labeled, indemnifying and holding harmless Carrier and its service providers from any fine, claim, or cause of action arising from breach of this warranty. Neither Carrier nor its service providers shall be liable for any damage to cargo arising from TSA mandated inspection of cargo prior to or after transportation by air.
- c. Customer shall comply with all regulations and requirements of CBP (US Customs) authorities and shall pay all duties, taxes, import taxes, fines, losses incurred including full return freight for goods to place of delivery incurred or sustained by reason of failure to comply or by reason of any illegally incorrect or insufficient marketing number or addressing of goods.
- d. Customer warrants that additional excess coverage for cargo loss or damage, if purchased, will be with waiver of subrogation against Carrier.

7. Hazardous Materials.

- a. Carrier provides transportation of hazardous materials, subject to additional charges, excluding Class A and B explosives and hazardous waste that require or are accompanied by an Environmental Protection Agency or a state hazardous waste manifest. Carrier warrants it maintains necessary permits and insurance to transport all other forms of hazardous materials.
- b. Customer warrants that all shipments shall comply with all applicable hazardous materials rules and regulations for the applicable mode of transport and all other

health, safety, and security regulations. All shipments shall be properly packaged, marked, and labeled and clearly identified. All shipments must be stored in their original, sealed, and unopened containers. Carrier is not liable for errors in paperwork, labeling, marking, and packaging on part of the Customer or shipper. Non-compliant shipments will not be accepted.

- c. Customer shall indemnify and hold harmless Carrier and all service providers from any liability, loss, damage, fine, or suit arising from breach of the warranties set forth herein.

8. Dispute Resolution.

- a. These service terms and conditions shall be governed by general principles of federal transportation law except to the extent waived by inconsistent provisions herein and the laws of the State of Kentucky (See 49 U.S.C. 14101(b)). Carrier and customer agree that venue and jurisdiction shall lie in the applicable federal or state court for Boone County, Kentucky. Customer agrees to submit to personal jurisdiction of such courts and hereby waives any jurisdictional venue or forum nonconvenience objections to such courts.
- b. As an alternative to litigation the parties agree to alternative dispute resolution before the Transportation Lawyers ADR Council upon request of either party.

9. Mutual Indemnification.

- a. Customer and Carrier will mutually indemnify each other to the extent the negligent act or omission of the indemnitor or breach of warranty causes bodily injury or property damage (except for cargo).

10. Insurance Maintained by Carrier.

- a. Carrier warrants that it maintains insurance in the following amounts which will inure to the benefit of customer and shipper:
 - i. Auto liability coverage in the amount of \$1,000,000 per occurrence (BMC 91X on file).
 - ii. All risk motor cargo coextensive with Carrier's legal liability in the amount of up to \$150,000 per occurrence.
 - iii. Worker's compensation and employee liability coverage as required by applicable state law.
 - iv. Carrier will provide certificates of insurance upon request.