



**RBS Logistics Group Inc.**  
70 East Sunrise Hwy  
Suite 500  
Valley Stream, NY 11581  
Email: [INFO@RBSLG.COM](mailto:INFO@RBSLG.COM)

Dear Contract Carrier,

RBS Logistics Group would like to add your company to our growing list of active, approved carriers.

- Carrier profile (attached)
- Carrier Contact Form (attached)
- MC Authority page issued by the FMCSA
- Completed form W-9 (attached)
- Cargo insurance certificate (\$100,000 minimum with no cargo exclusion) See page 2
- All auto liability insurance certificates. (Combined single limit minimum \$ 750,000 to \$1,000,000)  
See page 2
- Signed title California CARB 13 C.C.R. 2477 page (attached)
- Signed copy of the Transportation Brokerage Agreement (attached)
- Signed Payment Options Form (attached)
- Cab Card/Truck Registration may be requested

Please return the requested information by fax, email, or mail in order to be processed as a **RBS Logistics Group**.

This Agreement for Motor CARRIER Services ("Agreement") is entered into on and shall govern the services provided by, a licensed motor carrier pursuant to Docket No. MC- (hereinafter referred to as "CARRIER") and RBS Logistics Group Inc. 70 East Sunrise Hwy, Valley Stream, NY 11581 ("BROKER"), a registered property broker pursuant to **Docket No. MC- 1001645**

#### **1. TERM AND TERMINATION:**

This Agreement shall be for the period of one (1) year from the date written above and shall be automatically renewed for additional periods of one year, unless cancelled by either party. Either party shall have the right to terminate this Agreement upon thirty (30) days' prior written notice.

#### **2. OPERATING AUTHORITY, SAFETY AND COMPLIANCE WITH LAW:**

CARRIER represents and warrants that:

- A. CARRIER is a Registered Motor carrier of Property authorized to provide, as a contract carrier, transportation of property under contracts with shippers and receivers and/or brokers of general commodities.
- B. CARRIER is in compliance, and shall maintain compliance during the term of this Agreement, with all applicable federal, state (including, but not limited to, as applicable, title 13 of the California Code of Regulations, §2477, et al., commonly referred to as the California CARB reefer rules) 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 drivers), as defined in 49 C.F.R §172.800, §173, and §397 et seq. to the extent that any shipments hereunder constitute Hazardous materials; 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, hours of service regulations, sanitation, temperature, contamination requirements for transporting food, perishables, and other products, qualifications and licensing and training of drivers; implementation and maintenance of equipment safety regulations; maintenance of control of the means and method of transportation including, but not limited to, performance of its drivers.



**RBS Logistics Group Inc.**  
70 East Sunrise Hwy  
Suite 500  
Valley Stream, NY 11581  
Email: [INFO@RBSLG.COM](mailto:INFO@RBSLG.COM)

- C. CARRIER does not have an “Unsatisfactory” safety rating issued by the Federal Motor Carrier Safety Administration (“FMCSA”), U.S. Department of Transportation, and will notify BROKER in writing immediately if its safety rating is changed to “Unsatisfactory” or “Conditional,” or if its authority has been suspended or revoked.

### **3. SHIPMENTS OF FOOD PRODUCTS AND REFRIGERATED SHIPMENTS:**

- A. CARRIER represents and warrants that it is experienced in transporting food products and refrigerated products. CARRIER agrees that food that has been transported or offered for transport under conditions that are not in compliance with the load handling instructions, as provided to CARRIER, may be considered "adulterated" within the meaning of the Food, Drug and Cosmetic Act, 21 U.S.C. § 342(i), and its implementing regulations, 21 C.F.R. Part 1.900.
- B. CARRIER understands and agrees that adulterated shipments may be refused by the consignee or receiver, upon their delivery, at destination, and CARRIER agrees that it shall bear sole risk of rejection of cargo arising from or related to broken seals or failure to comply with load handling instructions. CARRIER further understands and agrees that delivery time requirements and temperature specifications for the goods it is transporting are part of its essential duties under this Agreement, and that failure to comply with either such specifications may result in partial or total damage to the shipment and/or partial or total rejection of the shipment. CARRIER further understands and agrees that such products are commonly subject to strict quality control specification that may require destruction of the shipment in the event required temperatures are not maintained, which may eliminate the ability to salvage the shipment in whole or in part.
- C. With respect to the transportation of shipments of food products governed by regulations of the Food and Drug Administration ("FDA"), 21 C.F.R. Part 1.900, and regardless of whether such FDA regulations apply to CARRIER by force of law:
- (i) CARRIER shall be responsible for the safe and sanitary condition of all equipment used during the transportation of the goods, including all vehicles and Transportation Equipment, as defined in applicable food safety regulations, and shall transport the goods without adulteration.
  - (ii) All Transportation Equipment must be sanitary, dry and leak proof, and free from harmful or offensive odors, pest infestation or any residue or contaminants which would cause adulteration of the particular commodity being transported, as defined in 21 U.S.C. §342.
- D. CARRIER will not accept shipments until CARRIER’s trailer has been pre-cooled to the proper temperature.
- E. CARRIER will confirm that delivery dates and temperature requirements are the same on the bill of lading and the Rate Confirmation. CARRIER assumes all risk of loss for any discrepancies.
- F. CARRIER shall transport perishables at the required temperature during the entire period of transportation, accepts all risk of loss for loading or transporting shipments at incorrect temperatures, and agrees to defend, indemnify and hold BROKER harmless from and against any and all damages which may be claimed by the owner of the goods as a result of the seal being broken in transit, even if:
- (i) The refrigeration equipment does not suffer a mechanical breakdown or derangement during the CARRIER’s possession of the goods; or
  - (ii) The goods have suffered no verifiable physical loss but have been rejected on the sole basis that the temperature was not maintained during transit at the temperature set forth in the bill of lading.
- G. CARRIER shall use trailers equipped with downloadable temperature readings where temperature control is required and shall report to BROKER any temperature variance immediately.



**RBS Logistics Group Inc.**  
70 East Sunrise Hwy  
Suite 500  
Valley Stream, NY 11581  
Email: [INFO@RBSLG.COM](mailto:INFO@RBSLG.COM)

- H. CARRIER shall provide temperature readings and all other data relevant to the operation of its refrigeration equipment immediately upon BROKER's demand. BROKER may request CARRIER to provide temperature reading and data at any point during transit, and CARRIER agrees to provide this information immediately and at no additional charge to
- I. BROKER. Failure to do so will entitle broker to withhold payment of any freight owed to CARRIER for the load for which records are requested and for any other freight for any other shipments which may then be owed under this Agreement by BROKER to CARRIER.
- J. CARRIER shall be responsible to maintain all required temperature controls and records of the same, and will unconditionally hold harmless, indemnify and defend BROKER for failure to do so. CARRIER warrants and represents that it has maintained its refrigeration systems and all associated mechanisms as well as hard break records as required by state and federal law and agrees to provide all records and documentation concerning the same.
- K. CARRIER agrees that when it is transporting goods which require the trailer to be sealed immediately after loading, CARRIER accepts responsibility to confirm that the trailer has been appropriately sealed before it leaves the dock to commence any transit. CARRIER further agrees that the trailer will remain sealed during transit, with the seal remaining unbroken and intact until the trailer is accepted and opened by the consignee. In the event the trailer arrives at the place of unloading of the goods with a broken seal, CARRIER is solely responsible for such condition, and agrees to defend, indemnify and hold BROKER harmless from and against any and all damages which may be claimed by the owner of the goods as a result of the seal being broken in transit, even if the goods have suffered no verifiable physical loss and were rejected on the sole ground that the seal was broken in transit.
- L. In the event a food product and/or refrigerated shipment is partially or wholly rejected (for any reason), or CARRIER is unable to deliver a shipment for any reason, CARRIER will immediately notify BROKER (or shipper if directed by BROKER), for disposition/salvage instructions. Pending receipt of disposition instructions, CARRIER shall place the shipment in a holding facility as instructed by BROKER, or BROKER's Customer, or if no instructions then at a receiver, a public warehouse, or in its own storage facility at the required temperature.

#### **4. SHIPMENTS AND PERFORMANCE OF SERVICES:**

- A. BROKER agrees to solicit and obtain freight transportation business for CARRIER on a non-exclusive basis to the mutual benefit of CARRIER and BROKER. This Agreement does not grant CARRIER an exclusive right to perform the transport related services for BROKER or its customer, and BROKER is free to engage other motor carriers to engage in similar transportation services. Neither party has any volume commitment obligations.
- B. CARRIER shall not claim or demand broker's commissions earned by BROKER on shipment subject to the Agreement. CARRIER expressly waives its right to receive and review information, including broker's commission information, pursuant to 49 C.R.R. §371.3.
- C. CARRIER agrees that insertion of BROKER's name as the carrier on a bill of lading shall be for BROKER's Customer's convenience only and shall not change BROKER's status as a property broker or CARRIER's status as a motor carrier.
- D. CARRIER represents and warrants that it will not broker, subcontract, interline, co broker, assign or trip lease any shipments which BROKER has tendered to CARRIER to any other person or entity conducting business under a different operating authority without the prior written consent of BROKER. Without such written consent, all tendered shipments shall be transported only on equipment insured, placarded and controlled by CARRIER. In the event that CARRIER breaches this warranty, CARRIER shall remain directly liable to BROKER as if CARRIER transported such shipment under its own authority in accordance with this provision, and shall further defend, hold harmless and indemnify BROKER from and against any and all loss, liability, damage to the shipment or any other damage, claim, fine, cost or expense, including reasonable attorney's fees, arising out of or in any way related to the breach of this warranty, including any demand for freight charges by the actual delivering carrier. BROKER shall also have the right to pay any freight it may owe CARRIER directly to the delivering



**RBS Logistics Group Inc.**  
70 East Sunrise Hwy  
Suite 500  
Valley Stream, NY 11581  
Email: [INFO@RBSLG.COM](mailto:INFO@RBSLG.COM)

Carrier, in lieu of payment to CARRIER. CARRIER agrees that, as liquidated damages, BROKER may retain all unpaid freight charges for the shipment regarding which this warranty was breached and for any other shipments under this Agreement which may be owing by BROKER to CARRIER.

- E. CARRIER shall transport shipments to the destination specified in the bill of lading without delay caused by anything within CARRIER's control and with reasonable dispatch, unless the shipper specifies a delivery date and/or time prior to CARRIER's receipt of the shipment, in which case, delivery shall be performed in accordance with the schedule specified by the shipper.
- F. CARRIER agrees that the safe transportation of the shipment over the road is the nondelegable duty of CARRIER. At the time each shipment is received by CARRIER from BROKER's customer, CARRIER will request and obtain instructions concerning all handling, securing and freight protection requirements from the customer, including specifications noted on the bill of lading. CARRIER agrees that it has the non-delegable duty to inspect all Bills of Lading and the shipment for any overweight, over-dimension, bracing, blocking, securing and balancing issues or requirements prior to commencing transportation of a shipment and that it do not rely on BROKER for this information or assessment. CARRIER is solely responsible for ensuring that all shipments are properly blocked and braced for transportation.

#### **5. PAYMENT TERMS:**

- A. CARRIER has investigated, monitored, and agrees to conduct business hereunder based on the credit- worthiness of BROKER and is granting BROKER credit terms accordingly.
- B. On all shipments tendered to CARRIER pursuant to this Agreement, compensation shall be paid to CARRIER solely and exclusively by BROKER, in the amount(s) set forth in BROKER's rate confirmation agreement. BROKER's rate confirmation agreement, including all warranties, terms and conditions contained there is hereby incorporated herein by reference and shall be considered a part of this Agreement.
- C. As a condition precedent to payment, CARRIER shall submit to BROKER the bill of lading and proof of delivery, and any other documents which BROKER may require for the shipment, WITHIN THIRTY (30) DAYS of delivery of each shipment transported pursuant to this Agreement. BROKER agrees to pay CARRIER's invoice within 30 days of receipt of the bill of lading, proof of delivery and any other required shipping documents, provided CARRIER is not in default under the terms of this Agreement.
- D. BROKER shall not be responsible for the payment of any freight bills for any charges which are not submitted to BROKER by CARRIER within 180 days of the date of delivery of the shipment(s) represented on any such freight bills. Any claim for overpayment or underpayment for the motor carrier services provided pursuant to this Agreement shall be presented by the party asserting the claim to the other party within 60 days of the discovery of the claim, but in no event will any such claim(s) be asserted more than one hundred and eighty (180) days after the delivery of the shipment(s) giving rise to any such claim. Any civil action to recover or collect any unpaid freight charges, overcharges or undercharges shall be instituted within 18 months of the date of delivery, or its right to sue or otherwise seek payment shall be waived.
- E. CARRIER authorizes BROKER, and grants BROKER the exclusive right, to invoice CARRIER's freight charges directly to BROKER's Customer or other party responsible for payment. As such, CARRIER agrees not to contact BROKER's customers, consignors, consignees or any other party concerning payment for the motor carrier services under this agreement, and to refrain from all collection efforts against any such person or entity.
- F. CARRIER hereby assigns to BROKER all its rights to collect freight charges from BROKER's customers or any responsible third party on receipt of payment from BROKER.



**RBS Logistics Group Inc.**  
70 East Sunrise Hwy  
Suite 500  
Valley Stream, NY 11581  
Email: [INFO@RBSLG.COM](mailto:INFO@RBSLG.COM)

- G. CARRIER agrees that BROKER has the discretionary right to offset any payments owed to CARRIER hereunder for liability incurred by BROKER as a result of CARRIER's breach of this agreement, including, but not limited to, claims for freight loss, damage, or delay.
- H. CARRIER agrees that any tariffs, circulars, pricing authorities and/or similar documents that it publishes shall not apply to the transportation services provided by the CARRIER under this Agreement.
- I. Waiver of Lien. CARRIER shall not withhold any goods of any BROKER'S customer on account of any dispute as to rates or any alleged failure to receive payment of freight charges incurred under this Agreement.

#### **6. BILLS OF LADING:**

- A. CARRIER shall issue and sign a standard, uniform straight bill of lading or other receipt ("Bill of Lading") in compliance with 49 C.F.R. §373.101 (and any amendments thereto), for the property it receives for transportation under the Agreement. If the CARRIER permits the shipper to prepare the Bill of Lading, CARRIER warrants that it shall ensure that the Bill of Lading properly names CARRIER as the "carrier" before signing it, and shall strike out any incorrect designation of the BROKER, or any other entity, as carrier, and write in the CARRIER's name.
- B. Unless otherwise agreed in writing, CARRIER shall become fully liable for the freight when it takes and/or receives possession thereof, or the CARRIER's trailer is loaded, regardless of whether a Bill of Lading has been issued, signed by and/or delivered to CARRIER. CARRIER's liability shall continue until delivery of the shipment to the consignee and receipt of signature from the consignee on the Bill of Lading or delivery receipt.
- C. The Bill of Lading shall be prima facie evidence of the receipt of the shipment in good order and condition by the CARRIER unless otherwise noted on the face of the Bill of Lading. CARRIER shall notify BROKER immediately of any exception made on the Bill of Lading or delivery receipt. CARRIER shall submit the original of the Bill of Lading to BROKER. If CARRIER fails to retain custody of the original Bill of Lading, CARRIER assumes all risk of loss resulting for any resulting failure to prove delivery in good condition.
- D. Any terms of the Bill of Lading (including, but not limited to, payment and credit terms, released rates and released value) inconsistent with the terms of this Agreement shall be controlled and superseded by the terms of this Agreement.

#### **7. FREIGHT LOSS, DAMAGE OR DELAY:**

- A. CARRIER shall have the sole and exclusive care, custody and control of the shipments tendered By BROKER from the time the CARRIER picks up the shipment for transportation until delivery to the consignee. CARRIER assumes the liability of a common carrier (i.e., Carmack Amendment liability under 49 USC §14706) and shall indemnify, defend and hold harmless BROKER from and against any loss, delay (including late delivery penalties), damage to or destruction to shipments arising from CARRIER'S performance of or failure to perform services under this Agreement. CARRIER's indemnification liability herein for freight loss and damage claims shall include legal fees which shall constitute special damages, the risk of which is expressly assumed by CARRIER.
- B. CARRIER shall comply with 49 C.F.R. §370.1 et seq., and any amendments and/or any other applicable regulations adopted by the FMCSA, or any applicable state regulatory agency, for processing all loss and damage claims. BROKER will submit freight loss and damage claims within nine (9) months of delivery date or scheduled delivery of the shipment, whichever is earlier.
- C. CARRIER shall pay, decline or make settlement offer in writing on all cargo loss and damage claims within 30 days of receipt of a claim from BROKER. Failure of CARRIER to pay, decline or offer settlement within such 30-day period shall be deemed admission by CARRIER of full liability for the amount claimed and shall be deemed a material breach of this Agreement.



**RBS Logistics Group Inc.**  
70 East Sunrise Hwy  
Suite 500  
Valley Stream, NY 11581  
Email: [INFO@RBSLG.COM](mailto:INFO@RBSLG.COM)

- D. In the event a claim is not resolved to the satisfaction of BROKER or its customer within 30 days of presentation, or CARRIER is unable to demonstrate the loss is properly insured, BROKER in its sole discretion, may elect to offset the full amount of the claimed amount against freight charges otherwise due and owing to CARRIER until the merits of the claim are resolved.
- E. CARRIER waives any right to salvage goods subject to this provision, as well as any right to claim an offset for the value of salvage.
- F. In the event of damage to branded or labeled goods, or to food products governed by regulations of the Food and Drug Administration ("FDA"), 21 C.F.R. Part 1.900, BROKER's customer may determine, in its sole discretion, whether goods may be salvaged. If BROKER's customer permits its goods to be salvaged, and carrier pays the full, actual value of the damaged goods, CARRIER may then, and only then, retain custody of the goods after removing any identifying marks or labels and/or complying with the customer's specific conditions of salvage, and, in the case of food products, CARRIER must do so in compliance with all applicable food safety regulations.
- G. Any exclusion from coverage contained in CARRIER's cargo insurance as required herein shall not affect CARRIER's liability for freight loss, damage, or delay.

#### **8. EQUIPMENT AND DRIVERS:**

CARRIER represents and warrants, that at its sole cost, it shall (1) provide the necessary equipment ("Equipment") and qualified personnel for completion of the transportation services required for BROKER and/or its customers under this Agreement; (2) pay all expenses related, in any way, with the use and operation of the Equipment; (3) maintain Equipment in good repair, mechanical condition and appearance; and (4) utilize only competent, able and legally licensed personnel. CARRIER shall have full control of such personnel. 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.

#### **9. INDEPENDENT CONTRACTOR:**

It is understood and agreed that the relationship between BROKER and CARRIER is that of independent contractor and that no employer/employee relationship exists or is intended. BROKER has no control of any kind over CARRIER, including but not limited to routing of freight, and nothing contained herein shall be construed to be inconsistent with this provision; shall perform the services hereunder as an independent contractor, and shall assume complete responsibility for all state and federal taxes, assignments, insurance, including but not limited to: workers compensation, unemployment compensation, disability, pension and social security insurance and any other financial obligation arising out the transportation hereunder. This Agreement does not create, nor shall it be deemed to create, a partnership, joint venture or agency relationship between BROKER and CARRIER.

#### **10. INSURANCE:**

CARRIER represents warrants to BROKER (and to its customers) that it meets the following criteria:

- A. CARRIER shall maintain Broad Form Motor Truck Cargo Liability ("Cargo") insurance, covering all owned, non-owned and hired vehicles, scheduled and unscheduled, in the amount of not less than \$100,000 per shipment. Such insurance policy shall provide coverage to BROKER, BROKER'S customer and the beneficial owner and / or consignee for any loss, damage or delay related to any property coming into the possession of CARRIER under this Agreement. The coverage provided under the policy shall have no exclusions or restrictions of any type that would foreseeably preclude coverage relating to cargo claims.
- B. CARRIER shall maintain Public Liability and Property Damage Insurance (Automobile), including owned, hired and non-owned vehicles, in the amount of not less than \$1,000,000 per occurrence (with BMC-91 on file).
- C. CARRIER shall maintain worker's compensation insurance as required by state law.
- D. CARRIER shall have Commercial General Liability coverage in the amount of not less than \$1,000,000 per occurrence.



**RBS Logistics Group Inc.**  
70 East Sunrise Hwy  
Suite 500  
Valley Stream, NY 11581  
Email: [INFO@RBSLG.COM](mailto:INFO@RBSLG.COM)

- E. CARRIER shall provide certificate of insurance naming BROKER as additional insured on any Commercial General Liability of Automobile Liability insurance policy, and as a “loss payee” on the Cargo policy.
- F. CARRIER shall furnish to BROKER written certificates obtained from the insurance carrier(s) showing that such insurance has been procured, is being properly maintained, the expiration date, and specifying that written notice of cancellation or modification of the policies shall be given to BROKER at least thirty (30) days prior to such cancellation or modification. Upon request of BROKER or its designated insurance consultant, CARRIER shall provide BROKER, BROKER's consultant, or customer with copies of the applicable insurance policies.
- G. If CARRIER's insurer denies coverage for any claim for cargo loss and damage for which payment is owed to BROKER or its customer under the terms of this Agreement, or otherwise fails or refuses to pay such claim, then the officer of CARRIER signing this agreement (the “Guarantor”) hereby absolutely and unconditionally personally guarantees the prompt, complete, and full and punctual payment of CARRIER's obligations hereunder. The obligation of the Guarantor is primary and independent of CARRIER's obligations under this Agreement and may be enforced directly against the Guarantor independently of and without proceeding against CARRIER or exhausting or pursuing any remedy against CARRIER or any other person or entity.

**11. INDEMNIFICATION:**

CARRIER shall defend, indemnify, and hold BROKER, its customer, and their respective parents, subsidiaries, affiliates, employees, officers, directors and agents affiliated entities, harmless from and against any and all losses, harm, injuries (including personal injury and death), damages (including cargo loss and damage, theft and delay), claims, costs, expenses (including reasonable attorney's fees) and liabilities, arising out of or in any way related to the services provided by CARRIER, its employees, agents and contractors, under this Agreement, unless resulting directly from the negligence or willful act or omission of BROKER or its customer.

**12. BACK SOLICITATION:**

CARRIER shall not knowingly solicit freight shipments (or accept shipments) for a period of 15 month(s) following termination of this agreement for any reason, from any shipper, consignor, consignee, or other customer of BROKER, when such shipments of shipper customers were first tendered to CARRIER by BROKER.

**13. ASSIGNMENT / BENEFIT OF AGREEMENT:**

Neither this Agreement nor any of the rights or obligations hereunder may be assigned (including, without limitation, by operation of law, merger, change of control or otherwise), delegated or subcontracted, without the prior written consent of BROKER. Any unauthorized assignment, delegation or subcontracting of this Agreement or any of the Rights or obligations hereunder shall be null, void and of no effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, successors and assigns. Except as otherwise expressly set forth herein, no third party is intended to have or shall have any rights under this Agreement.

**14. SEVERABILITY AND SURVIVAL:**

In the event any of the terms of this Agreement are determined to be invalid or unenforceable, no other terms shall be affected and the unaffected terms shall remain valid and enforceable as written. The representations, rights and obligations of the parties hereunder shall survive termination of the Agreement for any reason.

**15. CONFIDENTIALITY:**

In addition to confidential information protected by law, statutory or otherwise, the parties agree that all of their financial information and that of their respective customers, 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 respective customers, shall be treated as confidential, and shall not be disclosed or used for any reason without prior



**RBS Logistics Group Inc.**  
70 East Sunrise Hwy  
Suite 500  
Valley Stream, NY 11581  
Email: [INFO@RBSLG.COM](mailto:INFO@RBSLG.COM)

written consent. In the event of violation of this Section, the parties agree that the remedy at law, including monetary damages, may be inadequate and that the parties shall be entitled, in addition to any other remedy they may have, to an

injunction restraining the violating party from further violation of this Agreement, in which case the prevailing party shall be entitled to payment or reimbursement from the violating party for all costs and expenses incurred by or on behalf of the prevailing party, including, but not limited to, reasonable attorney's fees.

**16. WAIVER:**

This Agreement is for specified services pursuant to 49 U.S.C. §14101(b). To the extent that terms and conditions herein are inconsistent with Part (b), Subtitle IV, of Title 49 U.S.C. (ICC Termination Act of 1995), the Parties expressly waive any or all rights and remedies they may have under the Act. Failure of BROKER to insist upon CARRIER's strict performance under this Agreement or to exercise any right or privilege arising hereunder shall not be a waiver of any BROKER's rights or privileges herein.

**17. CONSEQUENTIAL LOSSES:**

Except as provided herein, neither BROKER nor CARRIER 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. Loss or damages arising out of delayed delivery, failed delivery, or failure to maintain required temperatures of refrigerated shipments shall not constitute consequential damages.

**18. NOTICES:**

- A. All notices provided or required by this Agreement, shall be made in writing and delivered, return receipt requested, to the addresses shown herein with postage prepaid; or by confirmed (electronically acknowledged on paper) fax, or by email with electronic receipt.
- B. The Parties shall promptly notify each other of any claim that is asserted against either of them by anyone arising out of the Parties performance of this Agreement.
- C. Notices sent as required hereunder, to the addresses shown in this Agreement shall be deemed sent to the correct address, unless the Parties are notified in writing of any changes in address.

**19. FAX CONSENT:**

The Parties to this Agreement are authorized to fax to each other at the numbers shown herein, (or otherwise modified in writing from time to time) shipment availabilities, equipment and rate promotions, or any advertisements of new services.

**20. FORCE MAJEURE:**

In the event that either Party is prevented from performing its obligations under this Agreement because of an occurrence beyond its control and arising without its fault or negligence, including without limitation, war, riots, rebellion, acts of God, acts of lawful authorities, fire, strikes, lockouts or other labor disputes, such failures to perform (except for any payments due hereunder) shall be excused for the duration of such occurrence. Whenever possible, in the event of a force majeure event, the affected party shall promptly notify the other party in writing, stating the reasons for the inability to comply with the provisions of this Agreement, and the expected duration of the force majeure event. Economic hardships, including, but not limited to, recession and depression, shall not constitute Force Majeure events.

**21. CHOICE OF LAW, VENUE AND FEES:**

This Agreement shall be governed by Illinois law without application of its conflict of laws principles. Any suit relating to this Agreement shall be instituted in a state or federal court in either Cook County, Illinois, or in the Counties of Nassau or Suffolk, New York., and the parties irrevocably consent and waive all objections to the jurisdiction of any such court. In the event that CARRIER fails to make any payment for any obligation due under this Agreement, CARRIER shall reimburse BROKER for its costs of collection, including court costs and reasonable attorneys' fees.

**22. MODIFICATION OF AGREEMENT:**

This Agreement may not be amended, except by mutual written agreement.





**RBS Logistics Group Inc.**  
70 East Sunrise Hwy  
Suite 500  
Valley Stream, NY 11581  
Email: [INFO@RBSLG.COM](mailto:INFO@RBSLG.COM)

**23. ENTIRE AGREEMENT:**

Unless otherwise agreed in writing, this Agreement contains the entire understanding of the Parties and supersedes all prior verbal or written agreements, arrangements, or understandings of the Parties relating to the subject matter stated herein, including, but not limited to all tariffs, rates, classifications and schedules published, filed or otherwise maintained by CARRIER.

**24. COUNTERPARTS:**

This Agreement and any amendments hereto may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. The delivery of signed counterparts by facsimile or email transmission (including PDF and TIF formats) that includes a copy of the sending party's signature is as effective as signing and delivering the counterpart in person.

In Witness Whereof, the parties hereto have caused this Agreement to be executed in their respective names by their duly authorized representatives as of the date written below.

**BROKER:**

**RBS Logistics Group Inc**

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

70 E, Sunrise Hwy, Suite 500. Valley Stream, NY 11581

516-838.5700

(Tel #)

\_\_\_\_\_  
(Fax #)



**RBS Logistics Group Inc.**  
70 East Sunrise Hwy  
Suite 500  
Valley Stream, NY 11581  
Email: [INFO@RBSLG.COM](mailto:INFO@RBSLG.COM)

## RBS LOGISTICS CONTRACT CARRIER CONTACTS

Company Name: \_\_\_\_\_

Company DOT#: \_\_\_\_\_

Owner/President:

Phone (     ) \_\_\_\_\_ - \_\_\_\_\_

Fax (     ) \_\_\_\_\_ - \_\_\_\_\_

Email \_\_\_\_\_

Dispatcher:

Phone (     ) \_\_\_\_\_ - \_\_\_\_\_

Fax (     ) \_\_\_\_\_ - \_\_\_\_\_

Email \_\_\_\_\_

Dispatcher 2:

Phone (     ) \_\_\_\_\_ - \_\_\_\_\_

Fax (     ) \_\_\_\_\_ - \_\_\_\_\_

Email \_\_\_\_\_

Billing Dept:

Phone (     ) \_\_\_\_\_ - \_\_\_\_\_

Fax (     ) \_\_\_\_\_ - \_\_\_\_\_

Email \_\_\_\_\_

---

Does your company want the option to receive advances for fuel or accessorial charges? Yes\_\_ No\_\_

Receive up to 40% of the total settlement, with a maximum advance of \$2000.

A \$25 fee is charged for this service.

---

Person completing this form:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature

Date:    /    /