

General Transystems, Inc.

MOTOR CARRIER AGREEMENT

1. TERM. The Term of this Agreement shall be for one (1) year and shall automatically renew for successive one (1) year periods; provided, however, that this Agreement may be terminated as set forth herein or at any time by at least thirty (30) days prior written notice.

2. CARRIER'S OBLIGATIONS.

a. CARRIER represents and warrants that it is duly and legally qualified to provide the transportation services contemplated herein, and CARRIER agrees to comply with all federal, state, and local laws regarding the provision of such services. CARRIER further represents and warrants that it does not have an unsatisfactory safety rating or a proposed safety rating change issued by the U.S. Department of Transportation ("DOT"), and further agrees to comply with all federal, state, and local laws regarding the provisions of the transportation services contemplated under this Agreement. In the event CARRIER is audited by the DOT and/or receives an unsatisfactory safety rating from the DOT, CARRIER agrees to notify GTI within twenty-four (24) hours of such event. GTI shall have the right, at the option of GTI, to terminate this Agreement immediately upon receipt of such notice of DOT audit, safety rating change or threatened audit or change.

b. CARRIER shall transport all shipments provided under this Agreement without delay, and all occurrences which would be probable or certain to cause delay shall be immediately communicated to GTI by CARRIER. CARRIER agrees to furnish GTI notice immediately, or as soon as is reasonably possible, by telephone of any occurrence or transaction which may give rise to a claim against either the CARRIER, the GTI or the GTI's customer(s) under the terms of this AGREEMENT, and in accordance with GTI's or GTI's customer policy for reporting claim incidents. CARRIER hereby acknowledges that CARRIER is solely responsible for the inquiring of, understanding and complying with the reporting requirements of GTI or GTI's customer. The CARRIER further agrees to cooperate, as requested by the GTI or its authorized representative, in the investigation, negotiation, settlement, or litigation of any claim or suit, which may be encountered by the GTI, or its representative under the terms of this Agreement

c. On behalf of the shipper, consignee and GTI interests, to the extent that any shipments subject to this Agreement are transported within the State of California, CARRIER warrants that: (1) all 53 foot trailers, including both dry-van and refrigerated equipment it operates and the Heavy-Duty Tractors that haul them within California under this Agreement is in compliance with the California Air Resources Board (ARB) Heavy-Duty Vehicle Greenhouse Gas (Tractor-Trailer GHG) Emission Reduction Regulations; and (2) all refrigerated equipment it operates within California under this Agreement is in full compliance with the California Air Research Board (ARB) TRU ACTM in-use regulations. CARRIER shall be liable to GTI for any penalties, or any other liability, imposed on or assumed by GTI due to penalties imposed on GTI's customer because of CARRIER's use of non-compliant equipment.

d. CARRIER represents and warrants to GTI that CARRIER will be in compliance with 49 C.F.R. 395.15, et seq., (the Electronic Logging Device Rule) effective December 18, 2017. If, prior December 18, 2017, CARRIER has installed and requires its drivers to use an automatic on-board recording device in accordance with 49 C.F.R. 395.15, CARRIER may continue to use the compliant automatic on-board recording device no later than December 16, 2019, at which time CARRIER agrees to install ELD technology in compliance with 49 C.F.R. 395.15.

e. CARRIER will ensure that when any shipment moves under a seal, the seal number shall be recorded on the applicable bill of lading or receipt required by this section. In the event it becomes necessary to break a seal due to any government action or to add or deliver any shipment to or from any conveyance, the conveyance shall be re-sealed prior to departure from the point of such loading or unloading, and the seal numbers shall be recorded on each bill of lading or receipt. Otherwise, CARRIER shall agree to refrain from breaking any seal.

f. CARRIER agrees that time is of the essence in its performance of this Agreement.

g. Once a load is accepted by CARRIER, CARRIER is responsible for meeting their scheduled pickup and delivery appointments. CARRIER shall operate dispatch continuously, twenty-four hours per day, seven days per week, and shall have the capability of advising GTI of the location of a shipment at all times. CARRIER is not to violate the current hours of service regulations as published by the FMCSA in which to transport any load on behalf of GTI or its customer.

h. The Food Safety Modernization Act ("FSMA") was signed into law on January 4, 2011. CARRIER must comply with all sections of FSMA. The Rate Confirmation Sheet or bill of lading will describe requirements and handling specifications for foods transported, including temperature controls necessary to ensure foods safety and compliance with applicable food safety regulations (e.g., Sanitary Transportation of Foods Act; Seafood HACCP [Hazard Analysis Critical Control Point], etc.). CARRIER's obligations under FSMA, include but are not limited to the following: All transportation operations must be conducted under such conditions and controls necessary to prevent the food from becoming unsafe during transportation operations including:

- (1) Taking effective measures such as segregation, isolation, or the use of packaging to protect food from contamination by raw foods and nonfood items in the same load.
- (2) Taking effective measures such as segregation, isolation, or other protective measures, such as hand-washing, to protect food transported in bulk vehicles or food not completely enclosed by a container from contamination and cross-contact during transportation operations.
- (3) Taking effective measures to ensure that food that requires temperature control for safety is transported under adequate temperature control.
- (4) Taking measures to ensure vehicles and transportation equipment meet the shipper's specifications and are otherwise appropriate to prevent the food from becoming unsafe during the transportation operation. Such equipment shall be clean, odor free, dry, leak-proof, free of contamination, free of infestation, and that has never, to the best of CARRIER's knowledge, been used to transport refuse, garbage, trash or solid or liquid waste or hazardous materials.
- (5) Once the transportation operation is complete and upon request, provide the operating temperature specified by the shipper, if requested by the shipper, receiver or GTI, demonstrate that it has maintained temperature conditions during the transportation operation consistent with the operating temperature specified by the shipper.
- (6) Before offering a vehicle or transportation equipment with an auxiliary refrigeration unit for use for the transportation of food that requires temperature control for safety under the conditions of the shipment during transportation, CARRIER must pre-cool each mechanically refrigerated cold storage compartment as specified by the shipper.
- (7) If requested by the shipper or GTI, a carrier that offers a bulk vehicle for food transportation must provide information to the shipper that identifies the previous cargo transported in the vehicle.
- (8) If requested by the shipper or GTI, a carrier that offers a bulk vehicle for food transportation must provide information to the shipper that describes the most recent cleaning of the bulk vehicle.
- (9) Develop and implement written procedures subject to the records requirements of 21 CFR § 1.912(b).
- (10) Retain records to demonstrate compliance with FSMA, including training records and any other written agreements assigning tasks in compliance with 21 CFR § 1.912(c) and (d) for a period of 12 months beyond the termination of the agreements.

3. SPECIFIED SERVICES. CARRIER's services under this Agreement are specifically designed to meet the distinct needs of GTI under the specified rates and conditions set forth herein. This Agreement does not grant CARRIER an exclusive right to perform the transportation related to services for GTI or its customer.

4. RECEIPTS AND BILLS OF LADING. Each shipment hereunder shall be evidenced by a receipt in such form as specified by GTI or alternatively, by GTI's customer signed by CARRIER showing the kind and quantity of product received by CARRIER at origin. The absence or loss of any such receipt shall not relieve CARRIER hereunder. Such receipt shall be *prima facie* evidence of receipt of such shipment in

good delivery of each shipment made hereunder, CARRIER shall obtain a receipt showing the kind and quantity of product delivered to the consignee of such shipment at the destination specified by GTI, and CARRIER shall cause such receipt to be signed by the consignee. **Any terms, conditions and provision of the bill of lading, manifest or other form of receipt or contract shall be subject and subordinate to the terms, conditions and provisions of this agreement. If any terms conflict, the terms and conditions of this Agreement shall control.** CARRIER shall notify GTI immediately, prior to proceeding from the location, of any exceptions made on the bill of lading, manifest or other receipt.

5. CARRIER'S OPERATIONS AND EMPLOYEES. CARRIER shall, at its sole cost and expense: (a) furnish all equipment necessary or required for the performance of its obligations hereunder and CARRIER hereby agrees that CARRIER will not supply any equipment that has been used to transport hazardous wastes whether solid or liquid (the "Equipment"); (b) pay all expenses related, in any way, with the use and operation of the Equipment; (c) maintain the Equipment in good repair, mechanical condition and appearance; and (d) utilize only competent, able and legally licensed personnel qualified to driver under applicable FMCSA regulations. CARRIER shall have full control of such personnel and shall perform the services hereunder as an independent contractor, and shall assume complete responsibility for all state and federal taxes, assessments, insurance (including but not limited to workers compensation, unemployment compensation, disability, pension, and social security) and any other financial obligations arising out of the transportation performed hereunder. It is the intention of the parties and acknowledged by the parties that neither the CARRIER nor any of its employees shall be deemed to be agents, servants, or employees of the GTI or GTI's customers for any purpose whatsoever, but the CARRIER is and shall be an independent contractor and is responsible to the GTI as to the results to be accomplished and not as to the means and methods for accomplishing the results.

6. INDEMNITY. CARRIER hereby agrees to defend, indemnify, and hold harmless GTI and its customers from and against all direct and/or indirect loss, liability, damages, judgments, delay, expense, cost, including reasonable attorney fees, fines, actions and claims for injury to persons (including death) and for damage to property and of any other loss damage, judgments, expense, cost, including reasonable attorney's fees, which GTI and/or its customer may incur arising out of or in connection with the operation of the Equipment by CARRIER, its employees or independent contractors working for CARRIER (collectively "CARRIER"), including but not limited to loading, handling, transportation, unloading or delivery of any shipments made hereunder, CARRIER's obligations under this Agreement, or any breach by CARRIER of the terms of this Agreement. GTI shall not be liable to the CARRIER for any claims, actions, damages due to the negligence of CARRIER, or the shipper. This provision shall remain in full force and effect both during and after the Term of this Agreement.

7. INSURANCE. CARRIER is required to purchase and maintain the following forms and amounts of insurance coverage, acceptable to GTI, as part of this Agreement:

- a) Automobile Liability Coverage ("AL") in an amount not less than \$1,000,000 (U.S. Dollars) per occurrence, or such large amount as required by applicable law, with no aggregate
- b) Occupational accident for owner-operators or Workers' Compensation for all employees of owner-operator/fleet drivers (in limits set forth by applicable statute);
- c) All Risk Broad Form Cargo Legal Liability insurance in an amount of not less than \$100,000 (U.S. Dollars) per occurrence with no annual aggregate, and with no exceptions or restrictions of any type that would foreseeably preclude coverage relating to cargo claims. In the event said policy contains any such exclusion, CARRIER shall obtain and furnish a surety bond or endorsement for the exclusion or restriction, including, such as theft by employee, mysterious disappearance, unattended vehicle, reefer breakdown, loss or damage due to freezing, spoilage, contamination, mildew, moss or deterioration, and any other endorsements required by GTI or its customer. In the event the value of a load exceeds Carrier's cargo insurance limits on file, Shipper will advise Carrier of such and Carrier shall increase the limits on their cargo insurance.

- d) Commercial General Liability (“CGL”) Insurance covering the transportation of shipments and other operations under this Agreement in an amount not less than \$1,000,000 (U.S. Dollars) per occurrence. Such insurance shall also cover CARRIER’s contractual liability under this Agreement.

CARRIER agrees that the above-required automobile liability coverage will be purchased and maintained under a Motor Carrier Coverage Form. Further, the CARRIER agrees to provide and maintain, at CARRIER’s sole cost and expense, the above-required coverage by purchasing same from an insurance company with an A.M. Best’s rating of A- or better and provide GTI with a Certificate of Insurance evidencing such coverage naming GTI as an additional named insured and loss payee. The certificate of insurance must be provided to GTI upon execution of this Agreement, and such certificate will state that insurance carrier will provide GTI with thirty (30) days’ notice of cancellation or change in coverage. All policies and coverages required under this Agreement shall be considered primary and non-contributory with any policies or coverages of GTI.

8. FREIGHT LOSS, DAMAGE OR DELAY. CARRIER hereby acknowledges and agrees that CARRIER assumes the same liability as a common carrier for full actual loss, subject to the provisions of 49 U.S.C. 14706 (Carmack Amendment). CARRIER’s liability for cargo loss or damage shall not be limited to the amount of cargo coverage required herein, nor shall exclusions from coverage contained in CARRIER’s cargo insurance affect CARRIER’s liability for freight loss, damage or delay. CARRIER hereby acknowledges and agrees that CARRIER’s right to salvage, whether CARRIER receives prior notice or not, for any product transported by CARRIER is based on and limited to the extent the customer of GTI allows salvage and to the extent the customer disallows salvage. CARRIER hereby waives its claim to salvage and salvage credit. Any claims arising from the services provided by Carrier shall be handled in the following manner:

- a) Claims for loss, damage, injury or delay to cargo may be filed with CARRIER within nine (9) months of the date of delivery of shipment or within twelve (12) months of a reasonable time for delivery (three months beyond agreed transit time), or within nine (9) months of the date CARRIER notifies GTI that the shipment is lost.

- b) Regardless of whether CARRIER timely pays, declines, or makes settlement of any loss or damage claim, CARRIER acknowledges and agrees that GTI and any of its subsidiaries or related companies shall have: (1) the absolute right to set off from any amount otherwise due CARRIER to satisfy claims or shortages arising out of this or any other Agreement with CARRIER, and (2) the right to automatically deduct from CARRIER’s settlement the amount of the claim at any time.

The filing, processing and disposition of all cargo claims shall be governed by 49 C.F.R. 370 et seq. to the extent not modified herein. The parties agree that federal common carrier laws of liability (i.e. Carmack Amendment liability) shall apply to all shipments made, except that CARRIER shall be liable to GTI for all economic loss, including consequential damages, and attorney’s fees, that are incurred by GTI or GTI’s customers for any freight loss, damage or delay claim. No limitation of liability found in CARRIER’s tariff, rules or classifications, including NMFC shall in any way lessen or limit CARRIER’s liability under this paragraph.

9. WAIVER OF CARRIER’S LIEN. CARRIER shall not withhold any goods transported pursuant to this Agreement for any reason including the existence of any dispute as to prices or any alleged failure of general credit of GTI and CARRIER hereby waives and releases all liens that CARRIER might otherwise have to any such goods in the possession or control of CARRIER or CARRIER’s agents, including but not limited to those under 49 U.S.C. § 13707 and 49 U.S.C. § 80109.

10. PAYMENTS. CARRIER will charge, and GTI will pay for transportation services performed under this Agreement the rates and charges as shown on the rate confirmation sheets or any written supplements or revisions (hereinafter “Rate Confirmation”) thereto signed by GTI and provided to CARRIER. CARRIER hereby acknowledges and agrees that any Rate Confirmation provided to CARRIER by GTI

shall be deemed accepted by CARRIER unless objected to, in writing to GTI, within twenty-four (24) hours. In the event service is provided and it is subsequently discovered that there was no applicable rate in the Rate Confirmation, the parties agree that the rate paid by GTI shall be the agreed upon rate. CARRIER shall provide to GTI at the time of invoicing all applicable freight bills, bills of lading, clear delivery receipts, and any other necessary billing documents enabling GTI to ascertain that service has been provided. In no event shall GTI be liable for any transportation charges for which GTI did not have primary responsibility for payment under the circumstances surrounding the involved shipment. CARRIER agrees that GTI is solely responsible for all freight charges related to the transportation services provided herein, and as such CARRIER agrees not to attempt any collection efforts against GTI's customer(s) and hereby acknowledges and agrees to look only to GTI for payment of freight charges. Compensation paid to CARRIER under this Agreement may be withheld in whole or in part by GTI, or any or its subsidiaries or related companies, to satisfy claims or shortages arising out of this or any other Agreement with CARRIER, or to satisfy advances made to, or on behalf of CARRIER, or to satisfy any debt owed by CARRIER to GTI or any of its subsidiaries or related companies.

11. CONFIDENTIALITY AND NON-SOLICITATION. CARRIER agrees that the information concerning the business operations of customers and shippers are confidential and that CARRIER will not reveal any information concerning the services performed within this contract without the written permission of any party involved or as may be required by law. CARRIER will not solicit traffic from any shipper, consignor, consignee or customer of GTI where (1) the availability of such traffic first became known to CARRIER as a result of GTI's efforts, or (2) the traffic of the shipper, consignor, consignee or customer of GTI was first tendered to CARRIER by GTI. If CARRIER breaches this Agreement and directly or indirectly solicits traffic from customers of GTI and CARRIER obtains traffic from such customer during the term of this Agreement, or for twenty-four (24) months thereafter, GTI shall receive twenty-five percent (25%) commission from the revenue resulting from traffic transported for the customer. CARRIER shall provide GTI with all documentation requested by GTI to verify such transportation revenue.

12. SUB-CONTRACT PROHIBITION. CARRIER specifically agrees that all freight tendered to it by GTI shall be transported on equipment operated only under the DOT authority and control of CARRIER, and that CARRIER shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third party without the prior written consent of GTI. Violation of this Section 12 shall be grounds for immediate termination of this Agreement. If CARRIER in any manner sub-contracts, brokers or otherwise arranges for freight to be transported by a third party, in addition to any other rights and remedies available to GTI, GTI may in its sole discretion, pay the underlying carrier directly, which payment will relieve GTI of any and all payment obligations to CARRIER with respect to such load.

13. SEVERABILITY. In the event that the operation of any portion of this Agreement results in a violation of any law, the parties agree that such portion shall be severable and that the remaining provision of this Agreement shall continue in full force and effect.

14. WAIVER. CARRIER expressly waives any and all rights and remedies allowed under 49 U.S.C. 14101 to the extent that such rights and remedies conflict with this Agreement. Failure of GTI to insist upon CARRIER's performance under this Agreement or to exercise any right or privilege herein or under law or in equity shall not be a waiver of any of GTI's rights or privileges.

15. GOVERNING LAW AND ATTORNEY FEES. It is agreed by GTI and CARRIER that Florida law shall govern, without reference to the conflict of laws contained therein, disputes involving any terms of this Agreement or interpretation thereof, whether arising in contract, tort or otherwise. CARRIER hereby waives any jurisdictional rights it might otherwise have. It is also agreed that venue shall be in Polk County, Florida. In the event of a legal action or other proceeding arising under this Agreement or a dispute

regarding any alleged breach, default, claim, or misrepresentation arising out of this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, whether incurred before suit, during suit, or at the appellate level. The prevailing party shall also be entitled to recover any attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of attorneys' fees and costs due to it.

16. ARBITRATION. Nothing contained in this Agreement shall preclude GTI from commencing any action in any court having jurisdiction thereof with respect to any matter arising out of, relating to or pertaining to this Agreement. However, at the sole option of GTI, any controversy, claim or dispute, whether in contract, tort or otherwise, arising out of, relating to or pertaining to this Agreement or the interpretation, breach, enforcement or subject matter thereof, that cannot be settled by mutual agreement of the parties may at the sole option of the GTI: (i) be submitted to arbitration by one (1) arbitrator (unless the GTI determines to have multiple arbitrators) in Polk County by the Transportation ADR Council, in accordance with its rules then in effect or conducted by any other recognized arbitration association or entity in accordance with similar rules ("Arbitration"); or (ii) be determined through any alternative dispute resolution ("ADR") procedure provided for under the laws of the state of Florida, with such ADR procedure to be selected by the CARRIER. Judgment upon any Arbitration award or ADR determination may be entered in any court of any state or county or application may be made to such court through judicial acceptance of the award or determination and on order of enforcement, as the law of the jurisdiction may require or allow. The Arbitration award or ADR determination shall be final and no appeal shall be taken by either party. The costs of any such Arbitration or ADR shall be borne equally by the CARRIER and the GTI, unless the arbitrator(s) or ADR decision-maker deems such division of costs to be inequitable, in which event the arbitrator(s) or ADR decision-maker may allocate the costs of Arbitration or ADR among the parties thereto as s/he deems just and equitable under the circumstances. THE CARRIER AND GTI HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY OR AGAINST EACH OTHER ON, OR IN RESPECT OF, ANY MATTER ARISING OUT OF, RELATING TO OR PERTAINING TO THIS AGREEMENT, OR THE INTERPRETATION, BREACH, ENFORCEMENT OR SUBJECT MATTER THEREOF. All claims for arbitration under this Agreement must be brought in the party's individual capacity and not as a plaintiff or class member in any purported class, collective action, or representative proceeding. The arbitrator may not consolidate the claims, and may not otherwise preside over any form of a representative or class proceeding.

17. AMENDMENT. This Agreement may be modified, at any time, and at GTI's sole discretion, without individual notice to the CARRIER. CARRIER may review the Agreement at any time on <http://www.gti55.com/terms> or request a copy from carrier@jerue.com. CARRIER's acceptance of tender of a load from GTI following any such modification constitutes CARRIER's acceptance of the modified terms and conditions of the Agreement.

General Transystems, Inc.

CALIFORNIA AIR RESOURCES BOARD NOTICE

Effective January 1, 2013, the California Air Resources Board (“CARB”) issued regulations governing the operation of Transport Refrigeration Units (“TRUs”) on California Highways and Railways. TRUs are also referred to as reefers. The purpose of this regulation is to help enforce the CARB’s Airborne Toxic Control Measure (“ATCM”).

The regulations apply to all TRUs that are transported on California highways and railways. Motor carriers are required to dispatch only trucks and trailers equipped with TRUs that are compliant with CARB’s TRU ATCM in-use performance standards. Drivers are prohibited from operating non-compliant TRUs. A TRU that is operational (e.g. capable of being operated) shall be considered to operate if it is in the state of California.

California-based shippers and receivers are also required to use only trucks and trailers that are compliant with the CARB’s TRU ATCM in-use performance standards. The regulations also require that the motor carrier and driver have other shipment information, including contact information about the business entity that hired them.

The State of California may assess penalties for violating the regulations.

In order to comply with the new regulations, the following requirements will apply to all General Transystems, Inc. shipments that involve the use of TRU equipment for highway or railway transportation in the State of California. These requirements will apply to any shipment that is transported within the California, even if the motor carrier is not based in California or the shipment does not originate in California. These requirements will also apply to dry shipment hauled in a trailer equipped with a TRU.

1. All carriers performing services for General Transystems, Inc. that include the transportation of freight within the State of California in reefer-equipped trucks, tractor-trailers, shipping containers, or railcars are required to use only trucks and trailers that are equipped with a TRU that complies with CARB’s TRU ATCM in-use performance standards.
2. As a carrier performing services for General Transystems, Inc. you are required to clearly show on the shipment bill of lading the CARB IDN for any TRU equipment. As a pre-condition of General Transystems, Inc. tendering a load of freight to carrier, you will be required to make the following certification: Carrier certifies that any TRU equipment used to transport a load within the state of California will be in compliance with the in-use requirements of California’s TRU regulations.
3. Any carrier that violates the requirements of the CARB’s TRU regulations will be held responsible for any resulting fines and penalties and will not be hired or used by General Transystems, Inc. again until they can demonstrate that they are in full compliance with CARB’s TRU ATCM in-use performance standards.
4. Carriers are responsible for ensuring that drivers have the following required information: driver’s license; truck or tractor registration; trailer registration; and bill of lading or freight bill with origin or destination of freight being transported; shipper business name, street address, state, and ZIP code; receiver business name, street address, state, and ZIP code; and motor carrier business name and contact person’s name and phone number that dispatched the driver. General Transystems, Inc. name and contact information as set forth below.

5. CARB regulations require General Transystems, Inc. to provide the motor carrier with the name, address, and contact person and phone number of the General Transystems, Inc. personnel arranging for the shipment, all of which can be found on the rate confirmation sheet. The contact person whose name should be included on the bill of lading or freight bill when General Transystems, Inc. is arranging transport with the carrier is:

General Transystems, Inc.
Luis Campano
Vice President
PO BOX 33080
Lakeland, FL 33807-3080
Direct line: 863-607-5616
Fax: 863-607-5601
Email: sjohnson@jerue.com

The motor carrier is responsible for providing this information to the dispatched driver and including it on the bill of lading or freight bill that will accompany the driver.

CARRIERS ARE NOT AUTHORIZED TO TRANSPORT A SHIPMENT UNLESS THE CARRIER COMPLIES WITH THE REQUIREMENTS OF THE CARB REGULATIONS AND THIS NOTICE.