



Terms and Conditions

1. Parties. The term "Customer" means the person or entity desiring to have the goods transported, sending the goods, or otherwise liable as a shipper under law. This definition includes the exporter, importer, sender, receiver, owner, consignor, consignee, transferor, transferee, forwarder, broker and/or any other agents or representatives of Customer (not to include Broker). It is the responsibility of all such parties to provide notice and copies of these Terms and Conditions of Brokerage ("Terms and Conditions") to each other. The term "Broker" means Rivera Transportation, Inc. dba RIVERA FORWARDING,CO. operating under MC 833740, Broker is not acting, and does not act, as either a motor carrier or a common carrier within the meaning of USC Title 49. Customer and its agents expressly agree that they will not under any circumstances attempt to hold Broker liable in the capacity of a motor carrier. Customer or third party's insertion of Broker as the carrier of record in any bill of lading, delivery order, or other document will not alter or affect Broker's status as a freight Broker. The carrier(s) actually transporting the freight at issue shall be solely responsible in the capacity of a motor carrier. The term "Carrier" shall refer solely to the motor carrier providing the actual transport.

2. General. These Terms and Conditions are applicable to the services performed by Broker undertaken on the Customer's behalf. These Terms and Conditions supersede all previous conditions of transportation and other prior statements concerning the rates and conditions of Broker's services. These Terms and Conditions control in the event of any discrepancy or conflict between these Terms and Conditions and those of any Customer, unless changes have been made by obtaining prior written approval by an Officer of Broker. Broker reserves the right from time to time to modify, amend or supplement these Terms and Conditions without notice. Copies of Broker's most recent terms and conditions are available upon request. Broker's terms and conditions in effect on the date of shipment shall apply. In the event that Broker and the Customer have entered into a signed, written contract containing terms and conditions different than those set forth in these Terms and Conditions, the signed, written contract will control to the extent that such terms conflict with these Terms and Conditions. These Terms and Conditions apply to Broker, not the Carrier actually providing the transportation services.

3. Service. Broker will arrange for transportation of Customer's freight pursuant to these Terms and Conditions. Broker's responsibility will be limited to arranging for, but not actually performing, transportation of Customer's freight. Broker does not exercise or retain any control or supervision over any carrier, its operations, employees, or contractors. Broker reserves the right, in its sole discretion, to refuse any shipment at any time. The relationship between Broker and Customer is that of one independent contractor with another, and nothing herein is intended to create a joint venture, partnership, agency, or any employment relationship.

4. Broker as Agent. Broker acts as the "agent" of the Customer for the purpose of performing duties in connection with the entry and release of goods, post entry services, the securing of import or export licenses, the filing of import or export and security documentation on behalf of the Customer and other dealings with Government Agencies; as to all services, Broker acts as an independent contractor.

5. Rates and Fees. Rate Quotes are based on the information provided in writing by Customer. Price is based for one driver per truck and dock to dock delivery. Unless otherwise specified, price includes 60 minutes of free time on each end for loading/unloading for tractor service, and 60 minutes of free time on each end for loading/unloading LTL shipments (straight truck) service. Detention and/or waiting time is calculated per 1 hour increments. Detention and /or waiting time rate depends on the tractor/trailer combination used. Unless otherwise specified, the price excludes charges for detention time, per diem, and additional stops. The quote depends on the value, weight and dimension of the property described. Any changes to the actual dimension, description or weight of the load may change the quoted rate. Customer will be liable for all additional charges incurred relating to the transportation of Customer's freight. For oversize/overweight loads, the price includes all required permits and escorts as required based solely on the description provided at the time of issuing the quote. Additional charges

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apply for weekend and priority service. All quotes are based on availability at the time the order and all necessary documentation is received. In order for a previously quoted rate to be valid, Customer must refer to the quote number at the time of booking or provide copy of rate quote sent by Broker. Quoted rates are valid for 30 days, subject to fluctuations in fuel price and the other variables listed herein. Broker reserves the right to adjust quotes at any time, without notice, to account for changes in fuel price.

Rates do NOT include: Storage, terminal fees, g.o., customs inspections, customs fess or duties, customs single bond, re-packaging, manipulation, manipulation letter (UNLESS otherwise agreed by Broker in writing), special equipment for overweight or over dimensional cargo (UNLESS otherwise agreed by Broker in writing), X rays, steamship line or airline's or it's agent's fees, messenger, overnight courier for example FEDEX, per diem, pre-pull, layover fees, additional stops (UNLESS otherwise agreed by Broker in writing), dry runs, tarps, HAZMAT fee (UNLESS otherwise agreed by Broker in writing). Chassis rental may apply if steamship line does not cover the chassis; container/chassis split charges depend if container is picked up from one location, and needs to be returned to another location. Additional charges may apply.

6. **Payments.** Broker or Broker's affiliate will invoice Customer for Broker's services in accordance with the rates, charges and provisions negotiated and agreed to between Customer and Broker. Customer agrees to pay Broker's invoice within 30 days of the invoice date without deduction or setoff. As a convenience to Customer, invoices may be processed by Broker's affiliated entity and such administrative support in issuing invoices will not alter Broker's role in connection with a particular shipment, as the act of invoicing is a purely administrative function performed independent of arranging for transportation services. In the event of a loss, Customer's claim and any remedies will be directed to, and the sole responsibility of, the actual Carrier performing transportation services for the particular shipment at issue, to the extent of any claim for loss, damage or delay.

7. **Costs of Collection.** In any dispute involving monies owed to Broker, Broker shall be entitled to all costs of collection, including reasonable attorney's fees and interest at %18 per annum or the highest rate allowed by law.

8. **Liability for Loss, Damage, or Delay.** Broker will assist with processing of claims on behalf of its Customers. However, BROKER IS NOT LIABLE FOR DELAY TO CARGO OR LOSS OR DAMAGE TO CARGO, UNLESS THE LOSS OR DAMAGE IS CAUSED BY THE SOLE NEGLIGENCE OR FAULT OF BROKER. THIS RELEASE SHALL INCLUDE SITUATIONS WHERE BROKER IS CONCURRENTLY NEGLIGENT OR AT FAULT. BROKER IS NOT LIABLE FOR ANY LOSS OR DAMAGE OR DELAY TO CARGO, OR ANY CLAIMS RELATED TO THE SHIPMENT, ONCE THE SHIPMENT IS EXPORTED OUTSIDE OF THE UNITED STATES. IN NO EVENT WILL BROKER BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES RELATING TO LOSS OF PROFITS, WHETHER OR NOT SUCH DAMAGES WERE REASONABLY FORESEEABLE, OR FOR THE ACTS OF THIRD PARTIES. The motor carrier actually performing the transportation is responsible for their own conduct. BROKER SHALL BE ENTITLED TO ALL LIMITATIONS OF LIABILITY, RIGHTS, AND PROTECTIONS AVAILABLE TO THE CARRIER, INCLUDING, BUT NOT LIMITED TO THE TERMS IN THE BILL OF LADING, TERMS AND CONDITIONS, RULES TARIFF, AND OTHER DOCUMENTS. BROKER WILL NOT BE LIABLE FOR PERSONAL INJURY OR DEATH OR PROPERTY DAMAGE CAUSED BY THE MOTOR CARRIER. Unless otherwise indicated by Customer in writing and confirmed by an officer of Broker prior to rendering services, Broker's rates are based on a limited released value of 100,000 and **BROKER WILL NOT BE RESPONSIBLE FOR DELAY OR LOSS OR DAMAGE TO CARGO IN EXCESS OF 100,000.**

9. **Liability for replacement services.** In regards to any damages arising from delayed or defective services (other than liability for loss or damage to cargo, which is set forth herein) including, but not limited to, the cost of replacement services, Broker's liability shall be limited to Broker's charges for the shipment at issue.



10. Liability for claims relating the Customs Business. Where Customer's claim arises from activities relating to Customs & Border Protection involvement or any customs related services, Broker's liability shall be limited to \$50 or the amount of brokerage fees paid to Broker for the entry, whichever is less.

11. INDEMNIFICATION/HOLD HARMLESS. THE CUSTOMER AGREES TO INDEMNIFY, DEFEND, AND HOLD BROKER HARMLESS FROM ANY CLAIMS AND/OR LIABILITY, FINES, PENALTIES, AND/OR ATTORNEY'S FEES ARISING FROM THE IMPORTATION OR EXPORTATION OF CUSTOMERS MERCHANDISE AND/OR ANY CONDUCT OF THE CUSTOMER, INCLUDING BUT NOT LIMITED TO THE INACCURACY OF ENTRY, IMPORT OR EXPORT OR SECURITY DATA SUPPLIED BY CUSTOMER OR ITS AGENT OR REPRESENTATIVE, WHICH VIOLATES AND FEDERAL, STATE AND/OR OTHER LAWS, AND FURTHER AGREES TO INDEMNIFY AND HOLD BROKER HARMLESS AGAINST ANY AND ALL LIABILITY, LOSS, DAMAGES, COSTS, CLAIMS, PENALTIES, FINES AND/OR EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES, WHICH BROKER MAY HEREAFTER INCUR, SUFFER OR BE REQUIRED TO PAY BY REASON OF SUCH CLAIMS; IN THE EVENT THAT ANY CLAIM, SUIT OR PROCEEDING IS BROUGHT AGAINST BROKER, IT SHALL GIVE NOTICE IN WRITING TO THE CUSTOMER. THESE INDEMNITY, DEFENSE, AND HOLD HARMLESS REQUIREMENTS SHALL APPLY WHERE BROKER IS CONCURRENTLY NEGLIGENT OR AT FAULT WITH CUSTOMER OR THIRD PARTIES.

12. Force Majeure. Broker will not be liable for failure to perform any of its obligations under these Terms and Conditions during any time in which such performance is prevented by fire, flood, or other natural disaster, war, embargo, riot, civil disobedience, or the intervention of any government authority, or any other cause outside of the reasonable control of Broker.

13. Disclaimer of Warranties. Except as expressly provided in these Terms and Conditions, Broker makes no warranties, express or implied, including without limitation, warranties of merchantability or fitness for a particular purpose, with regard to shipments, warehoused goods, items in transit or deliveries or with regard to the information provided on the website or services related to transactions conducted on the website. Broker cannot guarantee delivery by any specific time or date.

14. Notice of Claims and Payment of Claims by Broker.

a. Unless subject to a specific statute or international convention, all claims against Broker for a potential or actual loss, must be made in writing and received by Broker within 24 hours of delivery or the expected date of delivery in the event that delivery is not made (and before any physical exportation of the shipment to another country, if this is the case); the failure to give Broker timely notice shall be a complete waiver by Customer and a complete defense for Broker to any suit or action commenced by Customer. If a longer deadline is required by law, the aforementioned notice requirement shall be revised to be the minimum amount required or allowed by law.

b. All suits against Broker must be filed and properly served on Broker as follows:

- i. For claims arising out of ocean transportation, within 1 year from the date of the loss;
- ii. For claims arising out of air or surface transportation or breach of contract, within 2 years from the date of the loss;
- iii. For claims arising out of the preparation and/or submission of an import entry(s), within 60 days from the date of liquidation of the entry(s);
- iv. For any and all other claims of any other type, within 1 years from the date of the loss or damage.
- v. If a longer deadline is required by law, the aforementioned claim filing requirements shall be revised to be the minimum amount required or allowed by law.

c. Payment of Claims by Broker. If payment of claim is made by Broker to Customer, Customer automatically assigns its rights and interest in the claim to Broker, and agrees to execute any documents that may be necessary in connection with such assignment. All damage claims will be handled directly with the Carrier or its insurance representatives. Notwithstanding the foregoing, this provision does not obligate Broker to pay any claim.



15. Customer Responsibilities.

a. Customer must properly mark, pack and label cargo so it will safely endure ordinary handling in transit. By tendering a shipment to the Carrier(s), Customer certifies that the shipment is sufficiently packaged to withstand the normal hazards of truck transportation. Customer shall be responsible to Broker for timely and accurate delivery instructions and description of the cargo, including any high value, special value, special handling or security requirements, for any shipment. Any article susceptible to damage by ordinary handling must be adequately protected and packaged and marked in such a way as to alert the Carrier(s) of the possibility of damage from ordinary handling and must bear appropriate labels. Customer shall provide the Carrier(s) with access to the facilities necessary to load or unload the tendered shipments. Customer is solely responsible for maintaining the loading and unloading facilities in a good and safe condition, and in compliance with all applicable laws, codes and regulations. **CUSTOMER HEREBY WAIVES AND RELEASES BROKER FROM ANY LIABILITY FOR ANY LOSS OR DAMAGE TO CUSTOMER'S FACILITIES OR TO CUSTOMER'S PERSONAL PROPERTY LOCATED ON SUCH FACILITIES.** Broker will not be responsible for stolen, lost, or damaged goods, containers, chassis, or other equipment after such items have been delivered. Customer will reimburse Broker for any costs Broker pays or incurs with regard to theft, loss, or other damage to goods, containers, chassis, or other equipment occurring after delivery of the shipment;

b. Customer acknowledges that it is required to review all documents and declarations prepared and/or filed with the Customs & Border Protection, other Government Agency and/or third parties, and will immediately advise Broker of any errors, discrepancies, incorrect statements, or omissions on any declaration filed on Shipper's or Customer's behalf;

c. In preparing and submitting customs entries, export declarations, applications, documentation and/or import or export data to the United States and/or a third party, Broker relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by Customer; Customer shall ensure the correctness of all such information and **SHALL INDEMNIFY AND HOLD BROKER HARMLESS** from any and all claims asserted and/or liability or losses suffered by reason of the Customer's failure to disclose information or any incorrect or false statement by the Customer upon which Broker relied. The Customer agrees that the Customer has an affirmative non-delegable duty to disclose any and all information required to import, export or enter the goods.

d. Unless requested to do so in writing and confirmed to Shipper or Customer in writing, Broker is under no obligation to procure insurance on Shipper's or Customer's behalf; in all cases, Shipper or Customer shall obtain and pay all premiums and costs in connection with insurance.

e. Governmental Requirements. It is Shipper's and Customer's responsibility to know and comply with all the classification, valuation, marking and other Custom's requirements, laws, regulations and ruling enforced by the U.S. and any country having jurisdiction over a shipment, the laws and regulations of any applicable governmental agency, including but not limited to the U.S. Food and Drug Administration, and all other requirements, laws and regulations of any applicable country or governmental agency. Broker will not be responsible for action taken or fines, liquidated damages or penalties assessed by any governmental agency against the shipment because of the failure to comply with any such laws, rulings, requirements or regulations of any country or governmental agency or for notification issued to Shipper or Customer by any such agency.

16. Customer's Duty to Furnish Information.

a. On an import, at a reasonable time prior to entry of the goods to U.S. Customs, Shipper or Customer shall furnish to Broker invoices in proper form together with other documents necessary or useful in the preparation of the U.S. Customs entry, and such further information as may be sufficient to establish the dutiable value, classification and admissibility of the goods pursuant to U.S. law or regulation or ruling. If Shipper or Customer fails to timely furnish all of such information or documents, as may be required to complete U.S. Customs entry, or if such information or documents is inaccurate or incomplete, Broker may use its judgment in connection with the shipment. Where a bond is required by U.S. Customs to be given for the production of any document or the performance of any act, Shipper shall be deemed bound by the terms of the bond notwithstanding the fact that the bond has been executed by Broker, it being understood that Broker entered into such undertaking at the request and on behalf of Shipper or Customer, and **CUSTOMER SHALL INDEMNIFY AND HOLD BROKER HARMLESS FOR THE CONSEQUENCES OF ANY BREACH OF THE TERMS OF THE BOND OR OTHER LIABILITY OR DAMAGES ARISING THEREFROM.**

b. On an export, at a reasonable time prior to the exportation of the shipment, Shipper or Customer shall furnish to Broker the commercial invoice in proper form and number, a proper consular declaration, weights, measures, values and



other information in the language of and as may be required by the laws and regulations of the U.S. and the country of destination of the goods.

c. On an export or import, Broker shall not in any way be liable for penalty, fine, expense, or increased duty. Shipper shall be bound by and warrant the accuracy of all invoices, documents, and information furnished to Broker by Shipper, Customer, and its agents for export, entry or other purposes, and CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS BROKER AGAINST ANY PENALTY, LIQUIDATED DAMAGES, FINE OR EXPENSE, INCLUDING ATTORNEY'S FEES, OR INCREASED DUTY RESULTING FROM ANY INACCURACY OR OMISSION OR ANY FAILURE TO MAKE TIMELY PRESENTATION, EVEN IF NOT DUE TO ANY NEGLIGENCE OR FAULT OF CUSTOMER. The submission of incomplete or inaccurate information related to an import entry, including descriptions quantities, weights, purchase prices, discounts, commissions, charged selling prices at time of exportation, assists, country of origin, etc., makes Customer liable to government penalties or sanctions. In the event the information forwarded to Broker, or which accompanied the shipment does not accurately reflect the entire transaction, Customer shall IMMEDIATELY notify Broker so that Broker can take corrective action.

d. Broker shall not be obligated to incur any expense, guarantee payment or advance any money in connection with the importing, forwarding, transporting, storing or cooperating of the goods. Broker shall be under no obligation to advance freight charges, customs duties or taxes on any shipment, nor shall any advance by Broker be construed as a waiver of the provisions hereof.

17. General Lien and Right to Sell Customer's Property. Broker shall have a general and continuing lien on any and all property of Customer for which Broker has services or coming into Broker's actual or constructive possession or control for monies owed to Broker with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both. Broker shall provide written notice to Customer of its intent to exercise such lien, the exact amount of monies due and owing, as well as any on-going storage or other charges; Customs shall notify all parties having an interest in its shipment(s) of Broker's rights and/or the exercise of such lien. Unless, within thirty days of receiving notice of lien, Customer posts cash or letter of credit at sight, or, if the amount due is in dispute, an acceptable bond equal to 110% of the value of the total amount due, in favor of Broker, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, Broker shall have the right to sell such shipment(s) at public or private sale or auction and any net proceeds remaining thereafter shall be refunded to Broker; Broker shall be entitled to all expenses and legal fees and costs as a part of its lien.

18. No duty to maintain records for Customer. Customer acknowledges that pursuant to Sections 508 and 509 of the Tariff Act, as amended (19 U.S.C. §1508 and 1509), it has the duty and is solely liable for maintaining all records required under the Customs and/or other Laws and Regulations of the United States; Broker shall only keep such records that it is required to maintain by Statute(s) and/or Regulation(s), but not act as a "recordkeeper" or "recordkeeping agent" for Customer.

19. Obtaining Binding Rulings, Filing Protests, etc. Unless requested by Customer in writing and agreed to by Broker in writing, Broker shall be under no obligation to undertake any pre- or post Custom's release action, including, but not limited to, obtaining binding rulings, advising of liquidations, filing of petition(s) and/or protests, etc.

20. Shipments not accepted. Broker will not arrange for or be responsible for the transportation of explosives, shipments requiring "protective security service or armed guard surveillance," human remains, precious metals, currency, object d'art, collection, antiques or precious stones, jewelry, manufactured tobacco products, ammunition, or any items of unusual value.

21. **HAZARDOUS MATERIALS.** Customer shall comply with all applicable laws and regulations relating to the transportation of hazardous materials as defined in 49 CFR §172.800, §173, and §397 et seq. to the extent that any shipments constitute hazardous materials. Customer is obligated to inform Broker immediately if any such shipments constitute hazardous materials. CUSTOMER AGREES TO INDEMNIFY AND DEFEND BROKER AND ITS OFFICERS, EMPLOYEES, AGENTS AND INSURERS, AGAINST ALL



CLAIMS, LIABILITIES, LOSSES, FINES, REASONABLE ATTORNEY FEES AND OTHER EXPENSES ARISING OUT OF OR RELATED TO THE RELEASE OF ANY HAZARDOUS MATERIAL, INCLUDING WITHOUT LIMITATION, FINES OR EXPENSES RELATED TO THE REMOVAL OR TREATMENT OF HAZARDOUS MATERIAL OR OTHER REMEDIAL ACTION PERTAINING TO THE HAZARDOUS MATERIAL UNDER FEDERAL OR STATE LAW, IF CUSTOMER FAILS TO PROVIDE ADVANCED NOTICE PRIOR TO TENDERING HAZARDOUS MATERIAL TO BROKER; THE CONTACT, EXPOSURE OR RELEASE RESULTED FROM THE IMPROPER PACKAGING OR LOADING OR OTHER ACTS OR OMISSIONS OF THE CUSTOMER, ITS EMPLOYEES OR AGENTS; AND THE CONTACT, EXPOSURE OR RELEASE OCCURRED SUBSEQUENT TO THE TRANSPORT OF THE HAZARDOUS MATERIAL BY BROKER OR THE CARRIERS.

22. Surety Bond. Broker will maintain a surety bond or trust fund agreement as required by the Federal Motor Carrier Safety Administration and furnish Customer with proof upon request.

23. Default. Both Broker and Customer will discuss any perceived deficiency in performance and will promptly endeavor to resolve all disputes. However, if either Party materially fails to perform its duties under these Terms and Conditions, the party claiming default may terminate its duties upon written notice to the other Party. Customer shall be responsible to pay Broker for any services performed prior to the termination of duties and for shipments not yet completed and/or not yet invoiced to Customer.

24. Litigation and Attorney Fees. In the event any litigation arises from breach of these Terms and Conditions or to collect for the services provided under these Terms and Conditions, Broker will be entitled to recover all reasonable costs incurred including court costs, attorney fees, and all other related expenses incurred in such litigation.

25. Compensation of Broker. The compensation of Broker for its services shall be included with and is in addition to the rates and charges of all carriers and other agencies engaged by Broker to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends, or other revenue received by Broker from carriers, insurers and others in connection with the shipment.

26. Severability. If any provision of these Terms and Conditions is invalid for any reason whatsoever, these Terms and Conditions will be void only as to such provision, and the remaining terms and conditions will remain binding between the parties. Any provision voided will be replaced with provisions which are as close to Broker and Customer's original intent as permitted under applicable law.

27. Non-Wavier. The failure or refusal of either party to insist upon the strict performance of any provision of these Terms and Conditions or to exercise any right in any one or more instances or circumstances will not be construed as a waiver or relinquishment of such provision or right, nor will such failure or refusal be deemed a customary practice contrary to such provision or right.

28. Venue and Jurisdiction. These Terms and Conditions have been drawn in accordance with the statutes and laws of the State of Texas. In the event of any disagreement or litigation, the laws of the State of Texas shall apply and suit must be instigated in HARRIS County, Texas irrespective of the fact that one or more of the parties may be or may become a resident of a different state, or that any aspect of the service may have been performed wholly or in part in another county, unless otherwise agreed to by both parties. Customer and Broker agree that any and all disputes under these Terms and Conditions shall be filed in the appropriate state and federal courts located in HARRIS County, Texas.