



WERNER ENTERPRISES, INC.

STANDARD TERMS & CONDITIONS FOR
THIRD-PARTY BROKERED CARRIERS

These Standard Terms & Conditions for Third-Party Brokered Carriers govern the provision of motor carrier services (the "Services") provided to Werner Enterprises, Inc. ("Broker") in its capacity as a broker of property by a third-party motor carrier retained by Broker (the "Carrier") that are not governed by a signed, written agreement between the Carrier and Broker. All such Services are brokered to Carrier as a contract carrier and not as a common carrier and shall be subject to the terms and conditions herein. These Standard Terms & Conditions for Third-Party Brokered Carriers supersede all tariffs or rates heretofore or hereafter published, filed, or independently determined by Carrier.

(1) **Services.** Prior to providing any Services to Broker, Carrier shall furnish Broker a copy of each of its operating authorities and/or evidence of proper registration with state and/or federal Department of Transportation ("DOT") of the Federal Motor Carrier Safety Administration ("FMCSA"). Carrier shall perform Services in a prompt, competent, and efficient manner within generally-accepted service standards of the trucking industry and within the restrictions, if any, set by Broker or its customer ("Customer").

Carrier shall transport all loads on equipment operating under Carrier's FMCSA operating authority. Carrier may not broker or subcontract the loads to any other carrier or utilize substituted rail to perform the Services. 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 Broker, Broker may, in its sole discretion, pay the underlying carrier directly, which payment will relieve Broker of any and all payment obligations to Carrier with respect to such load. Upon Broker's payment to the underlying carrier, Carrier shall not be released from any liability to Broker or its Customer. Insertion of Broker's name on the bill of lading shall be for convenience only and shall not change Broker's status as a property broker.

Services shall be performed with equipment which is in good order, condition, and repair and which meets with all applicable Federal and state laws, rules and regulations, including, but not limited to those of state and/or federal DOT and/or NHTSA. Carrier shall be solely responsible for all expenses associated with the equipment and accessories required to perform the Services, including but not limited to all maintenance, supplies, oil, fuel, taxes, permits, licenses, and insurance. Carrier understands that Broker deals in commodities requiring sanitary equipment which is in compliance with local, state and federal statutes and regulations. Carrier agrees that it will provide motor carrier equipment which is in compliance with such statutes and regulations, and specifically agrees that it will not provide equipment which has ever been utilized to haul garbage, trash, hazardous waste or Division 6.1 Poisonous/Toxic Material (as defined by 49 CFR §173.132). If a Customer requires trailers to be sealed, Carrier shall be solely responsible for maintaining seal integrity during transportation of the shipment. Under no circumstances shall Carrier or any of its personnel break any seal without the express consent of Broker. At time of delivery, Carrier shall not break a seal unless personnel of the consignee or consignor, as appropriate, is present at the time the seal is broken.

Carrier hereby represents and warrants that its current safety rating issued by the DOT is not less than "Satisfactory" or that it is unrated. In the event Carrier is issued a safety rating of less than "Satisfactory" at any time, Carrier agrees to notify Broker immediately. Carrier shall have no lien, and hereby expressly waives its right to any lien, on any cargo or other property of Broker or its Customers. Pursuant to Title 49 U.S.C. Section 14101(b)(1) the parties hereby expressly agree to waive all rights and remedies available under the Interstate Commerce Act as amended, and regulations promulgated thereunder, excepting those provisions governing registration, insurance, and safety fitness.

(2) **Billing.** Broker shall pay Carrier, on Customer's behalf, for Services within thirty (30) days of receipt of all necessary documentation, to be identified at acceptance of the load by Carrier, which may include, but shall not be limited to, the original bill of lading or shipping order, delivery receipt and Carrier's invoice indicating the trailer number and Broker's control number. Carrier agrees that it shall look solely to Broker for payment for any services rendered hereunder, and shall not, in any event, contact the Customer regarding payment of freight bills without the prior, express written consent of

Broker. All invoices must be submitted to Broker within one hundred eighty (180) days of the delivery of the shipment or Carrier waives its right to recover for such Service. The time limit for filing of initial claims for alleged undercharges shall be one hundred and eighty (180) days from the date of delivery of the shipment. Failure to file a claim for an undercharge within said one hundred and eighty (180) day period shall forever bar any action at law for recovery of same.

(3) **Compliance With Laws.** Carrier shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including, but not limited to all rules and regulations promulgated by the FMCSA, DOT, NHTSA and all other Federal and state agencies and departments having jurisdiction over the Services. Carrier shall defend, indemnify, and hold Broker and its Customers harmless from and against any and all fines, penalties, judgments, liabilities, expenses and costs of any nature whatsoever arising or resulting from Carrier's failure to comply with all such laws, rules, regulations and ordinances. To the extent that any shipments are transported within the State of California, Carrier warrants that (i) all 53 foot trailers (including both dry-van and refrigerated equipment) it operates and the heavy-duty tractors that haul them within California are in compliance with the California Air Resources Board (CARB) Heavy-Duty vehicle Greenhouse Gas (Tractor-Trailer GHG) Emission Reduction Regulations; and (ii) All refrigerated equipment it operates within California is in full compliance with the California Air Research Board (CARB) Transport Refrigerated Unit (TRU) Airborne Toxic Control Measure (ATCM) in-use regulations. Carrier shall be liable to Broker, Customer, the consignor, or the consignee for any penalties, or any other liability, imposed on, or assumed by said parties due to penalties imposed on Broker, Customers, the consignor, or the consignee because of Carrier's use of non-compliant equipment. Carrier shall comply with all requirements under the Food Safety Modernization Act ("FSMA"), including Broker's FSMA procedures which shall be provided upon request. Carrier shall be liable to Broker, Customers, the consignor, or the consignee for any penalties, or any other liability, imposed on, or assumed by said parties due to penalties imposed on Broker, Customers, the consignor, or the consignee because of Carrier's failure to comply with FSMA or Broker's FSMA Procedures.

(4) **Insurance.** Carrier shall procure and maintain, at its sole cost and expense, with reputable and financially responsible insurance underwriters, the following insurance coverages: (a) Automobile Liability insurance (including contractual coverage for the liabilities assumed herein) to include any auto, or all owned, non-owned and hired autos, covering bodily injury (including injury resulting in death) and loss of or damage to property (including environmental restoration), in an amount not less than \$1,000,000 combined single limit per occurrence; (b) Worker's Compensation insurance in the amounts required by statute in the jurisdictions where the services hereunder will be performed, and Employer's Liability insurance in an amount not less than \$500,000 per occurrence; (c) All Risk Cargo Liability insurance, to include mechanical refrigeration unit breakdown if applicable, in an amount not less than \$100,000 per trailer, and shall not contain any exclusions for employee theft or dishonesty, and; (d) Any other insurance which may be required by any applicable federal, state or local laws, rules, regulations or ordinances, including but not limited to product liability insurance applicable to automated vehicles and/or automated driving systems in amounts the greater of that required by law or meeting customary and usual amounts for such equipment.

Absent applicable state laws or regulations to the contrary, the policies specified in (a) and (b) above shall not contain any exclusions for punitive damages. Carrier shall furnish to Broker written certificates without request (and, if requested by Broker, copies of insurance policies) showing that the above insurance has been procured and is being maintained, the amount of any deductibles applying to each policy, and specifying the name of the insurance underwriter, issuing agency or broker, the policy number or numbers, and the expiration date or dates. Such insurance policies shall provide (without reservation or restriction) that in the event of cancellation or material modification of any policy, written notice shall be given to Broker at least thirty (30) days prior to the effective date of such cancellation or modification as to each policy. In addition, if applicable, Carrier shall furnish a complete and true copy of its current MCS-90 endorsement which is on file with the FMCSA.

(5) **Liability.** Carrier shall defend, indemnify and hold Broker and its Customers and their respective past, present and future officers, directors, stockholders, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest, and assigns harmless from all fines, costs, penalties, liabilities and claims of every kind, including attorneys' fees, costs of suit, settlements, judgments, and all other expenses to which Broker may be subjected on account of loss or destruction or damage to any property whatsoever (including cargo), or injury to, or death of, persons whomsoever, arising out of or in connection with the transportation of property by Carrier, its agents, or employees or from a failure of any automated driving system or automated vehicle. For the sake of clarity, the reference

to “property” herein includes trailers, carriage conveyances (including but not limited to chassis), automated vehicles, automated driving systems and ocean containers entrusted to and being in the possession of Carrier. Carrier’s obligation to defend, indemnify and hold Broker and its Customers harmless hereunder shall not in any manner be limited by any limitation on the amount or types of damages, compensation or benefits payable by Carrier, its agents or subcontractors under applicable worker’s compensation acts, disability benefit acts or other employee benefit acts, and Carrier hereby specifically waives any immunity it may have under such acts.

Carrier shall be liable to Broker, and its Customers, for all loss, damage or injury to all cargo occurring while in the possession or under the control of Carrier hereunder, or resulting from Carrier’s performance or failure to perform the Services or from a failure of any automated driving system or automated vehicle. Any attempt by Carrier to limit its liability by provisions contained in any bill of lading, delivery receipt or tariff (whether filed, published or independently determined), whether purported to be incorporated by reference by an attachment or otherwise shall be deemed null and void. Carrier shall acknowledge receipt of all claims for overage, shortage, loss and damage and any salvage within thirty (30) days and shall settle all claims within sixty (60) days of receipt. Broker reserves the right to withhold payment of any money due for services rendered by Carrier where claim liability is disputed, until the Broker and Carrier come to a mutual understanding. Broker’s Customer may determine, in its sole discretion, whether any damaged goods may be salvaged and, if salvageable, the value of such salvage. Carrier agrees that it shall not sell, otherwise dispose of, or permit the sale, disposal or salvage of any goods hereunder without first obtaining the written consent of Broker, which may be withheld in its sole discretion, and then only after removing all such trade names, trademarks, logos or service marks prior to such sale or disposal.

(6) **Termination**. Broker may discontinue providing Services at any time, without liability or notice to Carrier, provided that Carrier shall be obligated to complete any Services already undertaken at the time of discontinuation.

(7) **Jurisdiction**. The Services shall be governed by the laws of the State of Nebraska, except its conflicts of laws provisions. Any action related to the Services shall be brought in the state and federal courts located in Sarpy County, Nebraska, and Carrier consents to such jurisdiction.