

Terms and Conditions

Sims Global Solutions, LLC, (hereinafter referred to as "Company") is a multi-mode freight broker whether it be truckload, LTL, hotshot, intermodal rail, ocean or domestic air. Our company provides a comparison of rates, service offerings, and estimated transit times of numerous freight carriers.

The enrolled Customer, Shipper and/or Consignee (hereinafter collectively referred to as "Customer") agree to these TERMS AND CONDITIONS which no agent or employee of the parties may alter. Any individual or entity acting on behalf of the Customer in scheduling shipments hereunder warrants that it has the right to act on behalf of the Customer and the right to legally bind Customer. These TERMS AND CONDITIONS shall apply to all shipments scheduled by Customer, unless and until these TERMS AND CONDITIONS are altered or amended by the Company. Customer also agrees to these TERMS AND CONDITIONS on behalf of any third party with an interest in the freight.

The Company is licensed by the Department of Transportation (DOT), Federal Motor Carrier Safety Administration (FMSCA) and/or other government agencies as required by law. The Company reserves the right, in its sole discretion, to refuse any shipment at any time. THE COMPANY IS NOT A FREIGHT CARRIER OR AN AGENT FOR A FREIGHT CARRIER.

These TERMS AND CONDITIONS supersede all agreements, representations, warranties, statements, promises, and understandings of the parties, written or oral, except as stated herein. The General Rules Tariffs, set forth by the carriers, will in every instance take precedence in all legal proceedings and when in conflict, will take precedence over these TERMS AND CONDITIONS. Where a Customer enters into a separate contractual agreement with the Company, only conflicting terms in that agreement will take precedence over these TERMS and CONDITIONS.

1. Bills of Lading

All bills of lading are NON-NEGOTIABLE and have been prepared by the enrolled Customer or by the Company as Customer's agent on behalf of the Customer and shall be deemed, conclusively, to have been prepared by the Customer and to bind Customer. Any unauthorized alteration or use of bills of lading or tendering of shipments to any carrier other than that designated by the Company, or the use of any bill of lading not authorized or issued by the Company shall VOID the Company's obligations to make any payments relating to this shipment and VOID all rate quotes. If the Customer does not complete all the documents required for carriage, or if the documents which they submit are not appropriate for the services, pick up or destination requested, the Customer hereby instructs the Company, where permitted by law, to complete, correct or replace the documents for them at the expense of the Customer. However, the Company is not obligated to do so. If a substitute form of bill of lading is needed to complete delivery of this shipment and the Company completes that document, the terms of this bill of lading will govern. The Company is not liable to the Customer or to any other person for any actions taken or not taken on behalf of the Customer under this provision.

2. Customer's Warranties

The Customer is responsible for and warrants their compliance with all applicable laws, rules, and regulations including but not limited to customs laws, hazardous materials laws, import and export laws and governmental regulation of any state and country to, from, through or over which the shipment may be carried. Customer further warrants that it is registered and in compliance with the security plan and training requirements, and any amendments related thereto, related to hazardous materials, including but not limited to, 49 C.F.R. #172.700-704 and 49 C.F.R.#172.800-804. Customer is obligated to inform Company at time of tendering if any shipments contain hazardous materials. Customer further warrants that it will immediately advise Company in the event that its registration and/or compliance with these regulations expires or are terminated. The Customer agrees to furnish such information and documentation as necessary to establish its compliance with such laws, rules and regulations. Customer acknowledges and agrees that rail carriers provide transportation services subject to provisions, restrictions, and limitations in their rail circulars, and the rail circulars address, among other matters, standards for loading, blocking and bracing, prohibitions, and restrictions on certain types of commodities, limitations of liability, procedures and limitations on cargo claims, and requirements for proper descriptions of commodities. The Company assumes no liability to the Customer or to any other person for any loss or expense due to the failure of the Customer to comply with the provisions of this section. Customer agrees to indemnify, defend, and hold Company harmless for any and all loss, liability, claim, damages, or suit arising from the provisions of this section.

3. Payment

All Customers are subject to credit approval. Credit terms are subject to Company's continued approval. Company may change credit terms and may establish and/or revise a credit limit at any time when, in Company's opinion, Customer's financial condition, previous payment record, and/or the nature of Customer's relationship with Customer so warrants. Upon credit approval, all charges are payable in US Dollars and are due upon receipt or upon agreed payment terms. Any payment which is past due shall be subject to an additional charge at the rate of 1.5% per month of the average outstanding balance due, or the highest rate of interest permitted by applicable law, whichever is less. Overpayments do not accrue interest. In the event the Company retains an attorney or collection agency to collect unpaid charges or for the enforcement of these TERMS AND CONDITIONS, all unpaid charges will be subject to a late payment penalty of 33% and Customer shall also be liable for all attorneys and collection agency fees incurred, together with related costs and expenses. All shippers, consignors, consignees, freight forwarders or freight brokers are jointly and severally liable for the freight charges owed to the Company relating to this shipment and the Company holds a warehouseman's general lien on all tangible personal property for any outstanding balances owed to the Company. The Company reserves the right to amend or adjust the original quoted amount or re-invoice the Customer if the original quoted amount was based upon incorrect information received at the time of the original quote, if additional services by the

carrier were required, or as otherwise necessary to perform the pickup, transportation and delivery functions therein. In the event of non payment, or breach of agreement, the Company reserves the right to hold any shipments until payment is made in full. The Customer shall remain liable for all fees accrued during such period. When paying by credit card or electronic funds, the Customer agrees they will be responsible for all charges payable, including any adjustments, on account of such Customer's shipment. These charges and adjustments, if any, will be automatically debited to the Customer's credit card or bank account. Customer is permitted thirty (30) business days from the date of the invoice to dispute any invoiced charges. If the Company does not receive a dispute within the allowable thirty (30) business days, the disputed item will be denied by the Company.

4. Claims and Limitations of Liability

The Company may assist in the claim filing process. If the Company is involved, they will use commercially reasonable efforts to assist and cooperate with Customer to investigate and process with the carrier any freight loss or damage claims occurring in the course of the transportation services rendered to such Customer. The carrier liability and claims process for any cargo damage, loss, or theft from any cause shall be determined under the Carmack Amendment, 49 U.S.C. 14706 and 49 C.F.R.

§370.1 et seq. respectively. Customer agrees the Company, as a broker only, is not liable for any damages, except as stated hereafter. To the extent Sims Global Solutions is found negligent, Sims Global Solutions's liability is limited to no greater than a refund of the total freight charge payment related to the specific Bill of Lading in question.

The individual carrier's governing General Rules Tariff will apply when determining carrier liability. Those Tariffs can be viewed at the Company's corporate offices. If the shipment contains freight with a predetermined exception value, as determined by the selected carrier, the maximum exception liability will override the otherwise standard liability coverage. The maximum amount that Customer will receive from carrier on a claim will be that which is recoverable under the respective transportation tariffs. It is the Customer's responsibility to ensure the liability limits of the carrier meet their shipment needs. The Company will not be responsible in any way for claims arising out of Customer negligence, carrier's negligence, or the negligence of any third party.

All claims and supporting documentation must be submitted within 30 days after delivery. Claims for damages that are not readily apparent ("concealed damage") must be submitted within 3 days after delivery. Company shall not be liable for any actions brought to enforce a claim unless all claims procedures have been complied with and the action is brought within one year after the date the carrier first disallowed all or part of the claim. The filing of a claim does not relieve the responsible party for payment of freight charges. Freight payment is necessary in order to process a claim. Customer may not offset freight or other charges owed to Company against claims for any loss, damage, mis-delivery or non-delivery. The Company has a lien on funds recovered through the processing of damage claims and reserves the right to apply recovery amounts to open past due invoices on account. In no case will the maximum cargo liability be greater than \$100,000 for a Truckload shipment. Cargo liability on LTL shipments may vary by carrier, but in no case will the maximum liability for new goods be greater than \$10 per pound, or for

used or resold goods be greater than \$0.10 per pound. The Company may offer upon request a cargo coverage insurance policy for purchase by the Customer.

5. Forum Selection and Choice of Law

Any claim, dispute or litigation relating to these TERMS AND CONDITIONS, any shipment scheduled or tendered hereunder or through the Company's website, or relating to any and all disputes between the Company and the enrolled Customer, Shipper and/or Consignee and/or Brokers for any enrolled Customer, Shipper and/or Consignee, shall be filed in the District Court of Johnson County Kansas. Customer hereby irrevocably consents and submits themselves to the personal jurisdiction of said courts for all such purposes.

6. Rates

LTL rates are based on the freight class as determined by the NMFC (National Motor Freight Classification) which are based on the actual description, size, and weight of the shipment. Additional fees may apply for other charges including appointment delivery, reweighs and reclassifications, lift gate services, inside delivery or various other accessorial services. Truckload rates are based on dock door pickup/dock door delivery and shipper load/consignee unload and are state to state and mileage based. Additional fees may apply for charges including but not limited to, tractor detention, trailer detention, and driver assistance. Once the Company has contracted with a carrier to move a truckload shipment, the scheduled load must be tendered to the carrier as requested on the bill of lading at the agreed upon price, or equipment not used (EON) fee will be assessed. Air freight rates are based on the greater of actual or dimensional weight. If an air freight shipment contains oversize freight, additional charges and transit days may apply. Van line rates are driven by state to state/mileage, weight (actual or density) and commodity/product type. Flatbed rates are based on equipment type, state to state/mileage and weight. If a flatbed shipment contains oversize freight, additional charges and transit days may apply. All displayed transit times are estimates only and do not include day of pickup. Pickup and delivery dates are not guaranteed.

7. Guaranteed Services

LTL Guaranteed Services are inclusive of transit times only as noted by the carrier selected. Guaranteed Service transit times do not include holiday and/or no service days as defined by the individual carrier. Shipments not delivered within date/time specified on the bill of lading may not be considered a service failure when the reason for the delivery delay is deemed as no fault of the carrier. These reasons could include, but are not limited to, the following conditions: acts of God; the existence of violence, riots, military action or such possible disturbance as creating reasonable apprehension of danger; acts or omissions by shipper, consignee, owner of goods or public authority; delays due to customs clearance or documentation required for movement of shipment; closure of federal, state, city or local roads, streets, or highways resulting in travel delays by carrier; shipments not accepted by the consignee when offered for delivery. This service is not a guarantee for pickup. Pickup Day is not included in the qualification and calculation of LTL transit time.

The Customer is liable for all charges related to the shipment. In the event of carrier failure to comply with the guaranteed service requested, the Customer is permitted ten (10) business days from the actual delivery date of shipment to file a claim request in writing with the Company. If the Company does not receive a claim request or receives the request after the allowable ten (10) business days, the service provided by the LTL carrier will be deemed to have met all guaranteed service standards and the claim request will automatically be considered invalid and denied. In the event of carrier failure to comply with the guaranteed service requested and after the carrier has agreed to liability, the Company will credit the account of the said Customer for freight charges according to the carrier's guaranteed refund policy only. In no event shall the Company be liable nor will any account be credited if the Customer does not use the Company's bill of lading. To the extent Sims Global Solutions is found negligent, Sims Global Solutions's liability is limited to no greater than a refund of the total freight charge payment related to the specific Bill of Lading in question.

8. Misc.

Unless expressly agreed otherwise in writing, Customer agrees Company may utilize Customer's name, logo, trademark, and/or domain name in marketing, advertising, and/or promotional material or communications.

THE COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO DELIVERIES, OR WITH REGARD TO THIS WEBSITE, INFORMATION PROVIDED ON THIS WEBSITE OR SERVICES RELATED TO TRANSACTIONS CONDUCTED ON THIS WEBSITE. THE COMPANY CANNOT GUARANTEE DELIVERY BY ANY SPECIFIC TIME OR DATE. IN ANY EVENT, THE COMPANY SHALL NOT BE LIABLE FOR DAMAGES, INCLUDING BUT NOT LIMITED TO ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR INCOME, WHETHER OR NOT THE COMPANY HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.

9. NON-DISCLOSURE, NON-USE, NON-COMPETITION AND NON-CIRCUMVENTION AGREEMENT

This Non-Disclosure, Non-Use, Non-Competition and Non-Circumvention Agreement (the "Agreement") is entered into as of this day, being the date upon which the submission of said Company form, hereby incorporated by reference, is submitted.

The Agreement shall be by and between Sims Global Solutions LLC, a KS Limited Liability Client (hereinafter "Sims") and the prospective Client (hereinafter "Client").

A. Sims is involved with the prospective project with the Client relative to which Sims wishes to qualify the opportunity of working in conjunction with Client (the "Project").

B. Sims wishes to enter into discussions with Client and disclose to Client certain confidential and proprietary information pertaining to the Project to Client, included but not limited to preferential pricing and clientele information, which would allow the Client to evaluate the Project, and furthermore facilitate the issuing of a fee quote to Sims.

C. If the discussions prove mutually beneficial, Sims and Client intend to enter into an

agreement under which Client will provide the stipulated services (the "Basic Agreement").

NOW, THEREFORE, for valuable consideration, the sufficiency of which is acknowledged, the Client agrees to the following:

Sims in its sole discretion may provide to Client certain "Proprietary Information". For purposes hereof, "Proprietary Information" shall mean Project and customer information, including without limitation, the scope and location of the Project, the logistical, and technical aspects thereof, any means of access to the customer and/or any other information considered by Sims as being confidential and/or proprietary to it. If provided, the Proprietary Information is intended solely to allow Client to assess the feasibility of the Project, including estimated costs and fees. The Proprietary Information will at all times remain the sole and exclusive property of Sims. Any use by Client of the Proprietary Information pursuant hereof shall cease immediately upon the earlier of (i) termination of Client's need to review same, (ii) the completion of its activities referred to herein, or (iii) upon the written demand of Sims. At that time, Client shall return to Sims all materials and Proprietary Information in its or its employees' possession. Client agrees not to disclose or otherwise reveal to any third party any such Proprietary Information, except with the prior written consent of Sims. Client also agrees that any Proprietary Information shall be disclosed only to such employees of Client as have an absolute and direct "need to know" for purposes hereof, and who are bound by a legally valid and enforceable obligation (which shall be for the benefit of Sims) not to disclose or make use of such Proprietary Information except pursuant to the terms hereof. Client shall make no copies of any physical embodiments of any Proprietary Information. Client agrees not to use the Proprietary Information in any manner other than explicitly allowed in this Agreement. Any use of the Proprietary Information shall be for the benefit of Sims. Client expressly agrees not to circumvent Sims in any transaction with any customer, and/or vendor of Sims, whose identity Sims revealed to Client, in connection with any project, or any other transaction involving any products or services, including, without limitation, the Project or future like kind transactions. This specifically means that Client is not entitled to contact directly, indirectly or through a third party, any customers and/or vendors of Sims whose identity is revealed by Sims to Client. Client shall not receive any compensation from any party other than from Sims with respect to sales made to any Sims customers and services provided to Sims. Client agrees to notify Sims and obtain prior written consent before making contact of any kind with any customer or other third parties whose identity was introduced by Sims to Client. Client agrees not to compete with Sims relative to the Project or like kind future transactions, whether directly or indirectly, and whether independently or through a third party. This Agreement shall remain in effect until for a period of five years, or, in the event the parties enter into a Basic Agreement, for a term equal to the duration of the Basic Agreement plus two years upon expiration or termination of the Basic Agreement. This Agreement shall be construed and interpreted exclusively in accordance with the laws of the State of Kansas, USA, excluding its conflicts of laws provisions. Any dispute between the parties hereunder, not settled amicably by negotiations within thirty (30) days of the request by one party for such negotiations, shall be settled by final and binding arbitration in the State of Kansas in accordance with the commercial arbitration rules of the American Arbitration Association in force as of the date of the dispute. There shall be

one arbitrator, who shall be a lawyer and fluent in the English language. The arbitration proceedings and all related correspondence shall be in English only. Notwithstanding the foregoing, Sims shall have the right at all times to seek such remedies through any courts having proper jurisdiction, at law or in equity, including without injunctive relief, in order to protect the Proprietary Information. In the event that any provision of this Agreement is deemed invalid, illegal or unenforceable, it shall be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of the Agreement. The parties shall in good faith agree upon a provision replacing such illegal or unenforceable provision which approximates as closely as possible the mutual intent expressed by the parties in the original provision.

This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, and supersedes any prior or contemporaneous oral or written communication between the parties with respect to the subject matter hereof. No amendment of this Agreement shall be effective unless signed by both parties. Any failure by Sims to enforce at any time any term or condition of this Agreement shall not be considered a waiver of Sims' right thereafter to enforce each and every term and condition of this Agreement. Any notice or other communication permitted or required to be given between the parties hereto shall be made in writing and shall be deemed to have been given to the party when sent by telefax, with a confirmation via international courier service, to such party at the relevant address set forth below:

Sims Global Solutions LLC
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Lenexa, KS 66219