

Quad Logistics Services, LLC Terms and Conditions

All Logistics Suppliers, (Motor Carriers, Brokers and Freight Forwarders - including their employees and agents – hereinafter; “LOGISTICS SUPPLIER”) engaged by Quad Logistics Services, LLC D/B/A QuadExpress and its parent company or any of its subsidiaries and divisions (hereinafter “QUAD”) agree to the following terms and conditions unless a separate written, signed, biparty agreement exists.

- 1.) LOGISTICS SUPPLIER understands this Agreement constitutes a waiver under 49 USC § 14101(b). LOGISTICS SUPPLIER agrees to use the Bill of Lading (hereinafter “BOL”) issued by the shipper, regardless of form (i.e., the Quad Graphics private BOL) for the lading associated with this particular shipment. LOGISTICS SUPPLIER waives any terms or conditions indicated on the BOL (with the exception of those indicated on the Quad Graphics BOL) associated with this shipment as well as those indicated on LOGISTICS SUPPLIER’s website or indicated in LOGISTICS SUPPLIER’s “Rules Tariff(s)” that may conflict with these terms and conditions. LOGISTICS SUPPLIER waives all of its rights under the BOL (regardless of form). LOGISTICS SUPPLIER agrees any BOL utilized in connection with services provided by LOGISTICS SUPPLIER only serves as a receipt for the shipment and shall not represent the contract of carriage or title to the goods.
- 2.) LOGISTICS SUPPLIER agrees these terms and conditions of transportation and serve as an addendum to the Load Rate Agreement.
- 3.) LOGISTICS SUPPLIER agrees it will not broker QUAD shipments to any other carrier, broker, Intermodal Marketing Company (IMC), Freight Forwarder (FF) or third party logistics provider (3PL). LOGISTICS SUPPLIER will not use intermodal traffic to transport this shipment unless expressly directed via written authorization by QUAD. If LOGISTICS SUPPLIER violates this provision, LOGISTICS SUPPLIER agrees that the entity engaged is acting as their Agent and agrees to these terms and conditions.
- 4.) LOGISTICS SUPPLIER agrees to obtain and maintain, and shall ensure that all subcontractors obtain and maintain, insurance during the Term of this Agreement, which shall be obtained through insurance companies rated A.M. Best A- or better. The policy or policies required hereunder shall be

primary and non-contributory to any insurance and/or self-insurance program carried by QUAD as follows: (a) Worker's Compensation Insurance including coverage for all costs, benefits and liabilities under Worker's Compensation and similar laws for all states in which services are to be performed hereunder, and Employer's Liability Insurance with limits of liability of at least One Hundred Thousand Dollars (\$100,000) per accident or disease and Five Hundred Thousand Dollars (\$500,000) aggregate by disease; (b) Commercial General Liability Insurance including but not limited to: premises/operations, contractual, personal injury, and products/completed operations liabilities, with limits of at least One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage combined. QUAD shall be named as an additional insured and the policy shall include a severability of interest clause in favor of the additional insured; (c) Motor Vehicle Liability Insurance including coverage for all owned, non-owned and hired vehicles with limits of at least One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage combined; (d) Cargo Legal Liability Insurance. Coverage for all damage to the Materials for shipments tendered to LOGISTICS SUPPLIER with limits of not less than One Hundred Thousand Dollars (\$100,000) per vehicle conveyance or shipment; (e) Warehousemen's Legal Liability Insurance. If LOGISTICS SUPPLIER has Materials in its care, custody and control in its warehouse, LOGISTICS SUPPLIER must provide coverage under its property insurance policy therefore in an amount equal to the replacement value of such Materials; (f) Other Insurance. Any other insurance required by the United States Department of Transportation or any other government agency whose rules and regulations may apply to or govern the performance of this Agreement. Insurance deductibles, if any, are for LOGISTICS SUPPLIER's account and responsibility. Certificates of Insurance: Prior to the inception of this Agreement, LOGISTICS SUPPLIER shall provide to QUAD certificates of insurance evidencing full compliance with the insurance requirements contained herein.

- 5.) LOGISTICS SUPPLIER will at all times be in compliance with all QUAD's LOGISTICS SUPPLIER qualification requirements.
- 6.) LOGISTICS SUPPLIER agrees that it is not being coerced into transporting QUAD shipment(s) in accordance with 49 CFR § 390.

- 7.) LOGISTICS SUPPLIER agrees it can lawfully pick up and deliver shipments in accordance with the times indicated on the Load Rate Agreement.
- 8.) LOGISTICS SUPPLIER agrees it must call upon driver's departure from pick up origin and daily between 8 am and 10 am until all lading is delivered. LOGISTICS SUPPLIER's dispatcher must call immediately if any delays are anticipated or experienced.
- 9.) LOGISTICS SUPPLIER agrees that it can legally transport shipments weighing up to 46,000 pounds.
- 10.) LOGISTICS SUPPLIER agrees that in instance of being engaged to transport "food stuffs", it is in full compliance with the Food Safety Modernization Act I regulations indicated at 21 CFR §1.900-1.904.
- 11.) LOGISTICS SUPPLIER acknowledges that any exception (overages, shortages, damages, etc.) must be reported by LOGISTICS SUPPLIER's dispatcher before the driver leaves the delivery location noting the exception.
- 12.) Upon final delivery, LOGISTICS SUPPLIER's dispatcher must call with all drop-off and or final delivery information, including the name of the individual(s) who signed the delivery documentation.
- 13.) LOGISTICS SUPPLIER agrees any and all accessorial charges must be pre-approved in writing at the time of occurrence by an authorized QUAD representative and must accompany the original invoice with original receipts.
- 14.) LOGISTICS SUPPLIER agrees to abide by the following schedule of accessorial charges on a per-occurrence, pre-approved basis (provided no separate, prior-signed agreement between QUAD and LOGISTICS SUPPLIER, establishing accessorial fees, exists): Driver load: \$50.00, Driver unload: \$50.00, Lumper Charges are paid on a "pass through" based upon presentation of receipt turned in within three (3) business days of service performed. Detention (at origin only) after two (2) hours free time: \$25.00 per hour, TONU charge: \$150.00, Lay Over charge (after five (5) hours of chargeable time): \$150.00.
- 15.) LOGISTICS SUPPLIER agrees to use Quad's Fuel Surcharge tariff*.

- 16.) LOGISTICS SUPPLIER must present the signed Load Rated Agreement (LRA), the signed copy of the delivery BOL in order to receive payment for services provided.
- 17.) LOGISTICS SUPPLIER agrees all billing must be submitted on one bill within thirty (30) days of the delivery date indicated on the Load Rate Agreement. Failure to do so may result in a forfeiture of LOGISTICS SUPPLIER's right to collect.
- 18.) LOGISTICS SUPPLIER agrees to waive any and all penalties that may arise as a result of late payment of freight charges.
- 19.) LOGISTICS SUPPLIER represents that it has current, legal operating authority and is in complete and full compliance with all DOT, FHA, EPA, TSA and FMCSA rules and regulations as well as all other applicable local, state and federal ordinances, regulations and laws.
- 20.) LOGISTICS SUPPLIER agrees that, in the event of an accident involving the impoundment of this shipment, LOGISTICS SUPPLIER will immediately pay any monies due the impounding party in order to gain access, recovery and mitigation of the involved goods related to this shipment.
- 21.) LOGISTICS SUPPLIER agrees to handle cargo loss and damage claims in strict accordance with 49 CFR § 370. In the event of a cargo loss and damage claim, LOGISTICS SUPPLIER agrees to accept the commercial invoice price of the goods as the full, actual loss. LOGISTICS SUPPLIER agrees to accept the filing of cargo loss and damage claims by QUAD on behalf of its related entities, shippers, consignees and/or its customers. LOGISTICS SUPPLIER agrees that QUAD has the right to set-off against invoices for any disputed or unresolved claims older than 120 days. LOGISTICS SUPPLIER agrees to forfeit its right to salvage in lieu of a comparable credit for the damaged goods.
- 22.) LOGISTICS SUPPLIER agrees these terms and conditions shall be construed under and in accordance with the laws of the State of Illinois. Without regard to principles of conflicts of laws, suits to enforce these terms and conditions or any provision thereof, will be brought exclusively in the federal courts located in the State of Illinois, unless subject matter jurisdiction is lacking, in which case suit may only be brought in the state courts located in DuPage County, Illinois.

- 23.) LOGISTICS SUPPLIER has full liability under 49 USC § 14706 in conjunction with all other liabilities stated herein, unless otherwise agreed to in a separate written agreement.
- 24.) LOGISTICS SUPPLIER agrees to indemnify and hold harmless QUAD, its parent companies and all subsidiaries, agents, employees, customers, shippers, consignees and contractors for any damages they may suffer due to the LOGISTICS SUPPLIER's actions or negligence.
- 25.) LOGISTICS SUPPLIER, in performing its services for QUAD, is acting as an independent contractor and neither the LOGISTICS SUPPLIER nor any of its employees or agents shall represent and be considered as being an employee or agent of QUAD, its subsidiaries, customers, its shippers or its consignee named in this agreement.
- 26.) LOGISTICS SUPPLIER agrees that QUAD is the sole payor of all freight charges associated with QUAD shipments.
- 27.) LOGISTICS SUPPLIER waives its right to lien shipments in its possession.
- 28.) LOGISTICS SUPPLIER agrees rate indicated on the load rate agreement is predicated on LOGISTICS SUPPLIER's execution of the shipment tendered in accordance with these terms and conditions and thusly may be subject to change.
- 29.) LOGISTICS SUPPLIER agrees, in the instance of changes to original shipment/load plan, LOGISTICS SUPPLIER will work with QUAD to adjust load rate accordingly and equitably.
- 30.) LOGISTICS SUPPLIER agrees that it is currently solvent, economically viable, financially sound and responsible and is not in any form of bankruptcy.
- 31.) LOGISTICS SUPPLIER agrees and attests that it is not under any criminal, financial or ethics investigation of any kind.
- 32.) LOGISTICS SUPPLIER agrees that these terms and conditions are contractually binding on all parties.
- 33.) LOGISTICS SUPPLIER agrees by submitting the QUAD "Logistics Provider Profile" provided at time of LOGISTICS SUPPLIER on-boarding, by transporting a shipment tendered via a Load Rate

Agreement (LRA), and/or signing the BOL accompanying a shipment tendered via the LRA
LOGISTICS SUPPLIER agrees to these terms and conditions without reservation.

- 34.) LOGISTICS SUPPLIER acknowledges that it has read and fully understands, agrees with, and is subject to all of the provisions and requirements of these terms and conditions.
- 35.) LOGISTICS SUPPLIER agrees no addition or variation of or exclusion of any of these terms and conditions, including but not limited to the load rate, shall be binding upon QUAD specifically agreed to in writing by a duly authorized representative of QUAD.