

PROPERTY BROKER TERMS AND CONDITIONS – CUSTOMERS

1. **Agreement.** These terms and conditions (“Ts&Cs”) govern every provision of Services, as defined below, by VCNA Prairie LLC d/b/a Rogers Logistics (“Rogers Logistics”) and, together with any quotation, confirmation, tender and credit agreement, invoice or other documentation (collectively, the “Brokerage Documentation”) issued by Rogers Logistics, and any other document specifically referenced herein, form an agreement between Rogers Logistics and Customer (meaning, you, the person or entity engaging Rogers Logistics for its Services, including any of your employees, agents or representatives) to provide the Services (collectively, the “Agreement”). Any proposal or attempt to vary the terms of this Agreement is expressly rejected by Rogers Logistics, unless signed by an authorized representative. Customer’s signature on any part of the Agreement, request for Services or acceptance of said Services each constitute Customer’s acknowledgement that it accepted and is bound by the Agreement.
2. **Services.** Rogers Logistics will arrange for the transportation of shipments (such arrangement, the “Services”) of Customer’s cargo (each, a “Shipment”) pursuant to the terms of this Agreement. Rogers Logistics will perform the Services solely in its capacity as an authorized property broker. Rogers Logistics is not a motor carrier and does not take possession of cargo. The transportation of Shipments tendered to Rogers Logistics will be performed by independent third-party motor carriers or other transportation providers (collectively, “Carriers”). Rogers Logistics does not undertake any obligations, responsibilities or liabilities commonly associated with those of motor carriers, including but not limited to: hiring, training or otherwise managing of drivers; maintaining or repairing vehicles or related equipment; physically transporting any cargo; loading or unloading cargo; determining the haul routes; complying with regulations applicable to motor carriers; or carrying insurance typical of or required with respect to motor carriers. All such obligations, responsibilities and liabilities shall remain exclusively with Carriers. Rogers Logistics and Carriers are independent contractors. Carriers do not have authority to bind Rogers Logistics to any agreement, obligation or liability.
3. **Prices and Payment Terms.** Unless specifically noted, the quoted price only includes the Services as initially confirmed by Rogers Logistics. It does not, e.g., include any costs relating to any accessorial or supplemented services, investigations, inspections, extra stops or diversions, wait time, cancellations, actions or inactions of Customer, surcharges, governmental authorities or other third-parties, any taxes, bonds, government levies, tariffs or duties, or any unforeseen costs, all of which, if applicable, are payable by Customer. Satisfactory proof of tax-exemption must be received with each request for Services (each a “Request”). Customer shall pay all invoices within 30 days of the date of the invoice, without setoff or deduction (including those for alleged damages or delays). Late payments will accrue interest at the rate of 1.5% per month (18% per annum), and Customer shall be responsible for all of Rogers Logistics’ expenses (including legal fees and costs) incurred in collecting any unpaid amounts. Notwithstanding any grant of credit to Customer by Rogers Logistics, if at any time the financial responsibility of the Customer becomes unsatisfactory to Rogers Logistics or the Customer is in default to Rogers Logistics or its affiliates under this or any other agreement, Rogers Logistics reserves the right to withhold further Services or require advance cash payment or satisfactory security prior to providing any further Services. Any extra charges or fees imposed beyond the initially quoted price are not represented to be a direct offset or pass through of Rogers Logistics’ actual costs, but rather, are intended to address its overall costs. Once accepted by Customer, all pricing is subject to change by Rogers Logistics, at its sole discretion, upon 60 days’ advance notice to Customer. If Rogers Logistics provides Services for which no mutually agreed upon price or rate is established, then Customer agrees to pay the amount set forth in Rogers Logistics’ invoice(s).
4. **Delivery:** Rogers Logistics shall require Carriers to provide their services with reasonable dispatch. All times are estimated. Rogers Logistics does not guarantee delivery by any specific date or time and disclaims any liability for delay in pickup, transit or delivery of cargo, except and only where Rogers Logistics unreasonably delays initial tender of the Shipment to Carrier. Notwithstanding the foregoing, Rogers Logistics may agree to arrange shipments with a guaranteed delivery date, but only if expressly stated by Customer in writing as part of the Request, expressly agreed to in writing by Rogers Logistics, and Customer agrees to pay an extra charge for the same (the “Set Delivery Date Charge”). If a Carrier fails to meet the guaranteed delivery date, Customer shall have 5 days from the actual delivery date of the Shipment to file a written claim with Rogers Logistics. If Rogers Logistics does not receive a timely claim, then the guaranteed delivery date will be deemed satisfied and any claim rendered waived. Customer’s exclusive remedy for failure of the guaranteed delivery date to be satisfied shall be refund of the Set Delivery Date Charge for such Shipment.
5. **Shipping Documents.** This Agreement shall control over any contradictory terms in any bills of lading, Customer shipment tenders, Carrier rate confirmations, delivery receipts or similar documentation (collectively, the “Shipping Documents”). Shipments, and the underlying Carrier’s services, may be subject to the Carrier’s terms and conditions (“Carrier Terms”), in which case, the Carrier Terms shall control as to the Carrier’s services and liability vis-à-vis Customer. Carrier Terms have no binding effect on Rogers Logistics. Customer is responsible for obtaining, reviewing and understanding Carrier Terms. Except to the extent prohibited by applicable laws, Customer expressly waives its rights under 49 CFR §371.3, as applicable, including its right to review Rogers Logistics’ payments to or rates negotiated with Carriers, and the Parties expressly waive all rights and remedies under Title 49 U.S.C., Subtitle IV, Part B, as applicable, to the extent those conflict or are inconsistent with this Agreement.
6. **Limitation of Liability.** EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAWS: (A) ROGERS LOGISTICS SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, LIQUIDATED, PENAL, CONSEQUENTIAL OR SIMILAR TYPE OF DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUE, BUSINESS OPPORTUNITY OR GOODWILL, OR BUSINESS INTERRUPTION, REGARDLESS OF WHETHER THE POTENTIAL FOR THE ALLEGED LIABILITY, LOSS OR DAMAGE WAS KNOWN TO ROGERS LOGISTICS OR FORESEEABLE, OR WHETHER THE ALLEGED LIABILITY, LOSS OR DAMAGE ARISES IN CONTRACT, TORT OR OTHER LEGAL THEORY; AND (B) UNDER NO CIRCUMSTANCES SHALL ROGERS LOGISTICS’ LIABILITY FOR ANY MATTER ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, REGARDLESS OF THE CAUSE OF ACTION OR LEGAL THEORY, EXCEED THE LESSER OF (i) THE ACTUAL, DIRECT DAMAGE INCURRED BY CUSTOMER TO THE EXTENT

CAUSED BY ROGERS LOGISTICS OR (ii) ROGERS LOGISTICS' PRICE OR RATE, I.E., THE AMOUNT PAID TO ROGERS LOGISTICS, FOR THE SPECIFIC SHIPMENT OR SERVICE AT ISSUE. THESE LIMITATIONS SHALL APPLY EVEN IF CUSTOMER'S REMEDIES HEREUNDER FAIL OF THEIR ESSENTIAL PURPOSE. CUSTOMER ACKNOWLEDGES THAT ALL OF THE LIABILITY LIMITATIONS SET FORTH HEREIN ARE NECESSARY FOR ROGERS LOGISTICS TO PROVIDE COMPETITIVE RATES AND SERVICES AND THEREFORE, ARE MATERIAL TERMS OF THIS AGREEMENT, WITHOUT WHICH ROGERS LOGISTICS WOULD NOT PERFORM THE SERVICES.

7. **Lien Rights.** Rogers Logistics shall have a general and continuing lien on the Shipment for all sums due relating to each Shipment or any amounts otherwise owed by Customer regardless of whether such amounts relate to prior Shipments. Customer authorizes Rogers Logistics to advise third-parties of asserted liens and to hold possession of any cargo against which a lien is asserted. If Customer fails to make payment arrangements or post security to Rogers Logistics' satisfaction, Rogers Logistics will have the right to sell the cargo in accordance with any commercially reasonable methods and will remit to Customer any net proceeds after the sale which exceeds the total amount owed (including any costs of sale, accrued unloading, loading and storage charges, and legal fees and costs).
8. **Disclaimer of Warranties.** ROGERS LOGISTICS REPRESENTS AND WARRANTS THAT (A) IT WILL EXERCISE COMMERCIAL REASONABLENESS AND COMPLY WITH APPLICABLE LAWS IN ITS PERFORMANCE OF SERVICES HEREUNDER; AND (B) IT WILL CONTRACTUALLY REQUIRE CARRIERS TO (i) BE AUTHORIZED AND LICENSED BY THE APPLICABLE AUTHORITY(IES) TO OPERATE AS A MOTOR CARRIER, (ii) COMPLY WITH ALL APPLICABLE LAWS; (iii) MAINTAIN LEGALLY OR REGULATORILY REQUIRED MINIMUM LEVELS OF MOTOR CARRIER (LIABILITY AND CARGO) INSURANCE; AND (iv) MAINTAIN A SATISFACTORY MOTOR CARRIER SAFETY RATING. ROGERS LOGISTICS' SERVICES ARE OTHERWISE PROVIDED "AS IS." EXCEPT AS PROHIBITED BY APPLICABLE LAWS, ROGERS LOGISTICS MAKES NO REPRESENTATIONS, GUARANTEES OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FOR GREATER CLARITY, ROGERS LOGISTICS DOES NOT WARRANT THE MANNER OR TERMS OF CARRIERS' TRANSPORTATION SERVICES OR THAT CARRIERS SATISFY ANY SPECIFIC CUSTOMER REQUIREMENT OR STANDARD.
9. **Non-Exclusive / No Minimum.** Customer may seek the services of other providers and is not required to tender any minimum number of shipments to Rogers Logistics. Rogers Logistics may perform services for any third-party. Rogers Logistics is not required to perform any minimum amount of Services for Customer, nor is Rogers Logistics required to accept any particular Request from Customer. Carrier availability is not guaranteed. Either Party may suspend the Services at any time; provided, however, that Customer shall pay for all Services provided, in whole or in part, prior to the effective date of suspension.
10. **Force Majeure.** Rogers Logistics shall not be liable for delay or other default in its performance under this Agreement when caused by one or more events beyond its reasonable control, including: (A) acts of God or the public enemy, fire, explosion, flood, drought, epidemics, pandemics, acts of war or terrorism, labor disputes, strike, lockouts, work stoppages, riot, protest, sabotage, vandalism, civil commotion, accident, breakdown or other casualty, (B) compliance with any order, action, direction or request of any government authority, (C) shortage of Carriers or other labor, or (D) any other circumstances that are beyond its reasonable control, including Customer's acts or omissions. Rogers Logistics will notify Customer of delay or performance impacts resulting from such an event, and it will work diligently in attempt to mitigate the same where commercially practicable.
11. **Customer Representations:** Customer represents and warrants that:
 - a. it is the owner of the cargo or otherwise is fully authorized to tender the Request, engage Rogers Logistics, enter into this Agreement, and make decisions about the Shipment;
 - b. it, its Request, its cargo and the Shipment will at all times remain in compliance with all applicable laws;
 - c. it is the proper party to receive payment on a claim for loss, damage or delay to the cargo, if any;
 - d. it will ensure that the cargo is accurately and completely described, classified, packaged, labeled, and otherwise fully and legally prepared for transit;
 - e. all information it provides to Rogers Logistics relating to the cargo is truthful, accurate and complete;
 - f. it is responsible for properly and safely loading and securing all cargo that is loaded outside of the presence of the Carrier, regardless of whether notated as "shipper load and count" or similar designation; and
 - g. it will provide documentation pertaining to the cargo as reasonably requested by Rogers Logistics and/or the Carrier.
12. **Customer General Responsibilities:**
 - a. Customer shall provide all information for preparation of the Carrier's bill of lading. Customer shall be considered the preparer of the bill of lading and the offeror of the cargo. Placement of Rogers Logistics' name on a bill of lading shall not alter Rogers Logistics' status as a broker or impute any shipper, carrier or consignee responsibilities or liabilities to Rogers Logistics.
 - b. Customer will obtain all necessary permits and authorizations necessary to ship the cargo before Shipment commences.
 - c. Customer shall not tender any cargo that will or would reasonably be expected to contaminate, taint, corrode or otherwise adversely impact the quality or condition of the Carrier's vehicle or trailer.
 - d. Customer shall not tender any hazardous or dangerous cargo for transportation.
 - e. Customer will maintain property insurance covering the cargo from pickup or loading through unloading, with limits consistent with those of a prudent shipper.
 - f. Except to the extent prohibited by applicable law, Customer shall indemnify and hold harmless Rogers Logistics, its affiliates, and their respective owners, officers, employees, agents, representatives, insurers, successors and assigns, from and against any and all third-party claims, causes of action, liabilities, losses, costs, taxes, penalties, and expenses, including legal fees, to the extent caused by Customer's (including its employees and agents') breach of this Agreement, violation of applicable laws, or negligent acts or

omissions or willful misconduct in relation to this Agreement, the Services or any cargo.

13. Cargo Loss, Damage or Delay.

- a. In the event of a loss, damage, shortage, theft or delay to cargo (collectively, “Cargo Loss”) while in the care, custody or control of a Carrier, upon Customer’s request, Rogers Logistics shall assist Customer in the filing and resolution of a claim with the Carrier. Rogers Logistics will contractually require that Carriers be liable for Cargo Loss in accordance with the Carmack Amendment, 49 U.S.C. §14706. The claims process will be governed by 49 CFR Part 370. All claims must be presented by Customer to Rogers Logistics within 9 months of the delivery date or scheduled delivery date (if lost) or the claim is waived. Customer must timely provide all information necessary to submit and enforce any such claim and will cooperate with Rogers Logistics’ reasonable requests related thereto. Cargo Loss does not relieve Customer of any responsibility for payment of Rogers Logistics’ invoice(s).
- b. Customer agrees that a Carrier’s liability for Cargo Loss shall be the lesser of: (a) the actual, direct damages incurred, (b) any limit or disclaimer of liability for Cargo Loss by Carrier Terms, under any applicable laws or as set forth in the shipping documentation, or (c) \$2,500 per Shipment.
- c. Except to the extent prohibited by applicable laws, Rogers Logistics shall not be liable for any Cargo Loss except and only to the extent caused by Rogers Logistics’ gross negligence or willful misconduct, subject to the limitations of liability per Section 6 above. Under no circumstances will Rogers Logistics be liable for: (i) acts or omissions of the Carrier, Customer or third-parties; (ii) the nature of the Shipment or inherent vice of the cargo or any defect therein; (iii) improper packaging, loading, breakage, shifting, spillage, or the like, or any wear and tear; (iv) failure to detect concealed damage; (v) lack of or failure of vehicles or equipment; (vi) the selection of a Carrier for a particular Shipment; or (vii) storage charges, wrecker fees, charges related to congestion or fuel, or labor shortages.
- d. If Customer requires Cargo Loss coverage beyond the limits of liability set forth in this Agreement, Customer may request the same in its Request and Rogers Logistics will attempt to find a Carrier willing to accommodate the higher limits of liability, which may be subject to higher cost. If a Carrier is willing to accommodate the request, Rogers Logistics will inform Customer of the new rate or pricing, or additional charge, associated with the increased limits of liability for the Shipment. For clarity, any such arrangement shall increase the limits of liability as agreed only vis-à-vis Customer and Carrier, and not Rogers Logistics’ liability whatsoever.

14. Third-Party Indemnity by Rogers Logistics. Except for claims for loss or damage to cargo, and subject to the limitations in Section 6 above, Rogers Logistics will indemnify and hold harmless Customer, its affiliates, and their respective owners, officers, employees, agents and representatives, from and against any and all third-party claims, causes of action, liabilities, losses, costs, taxes, penalties, and expenses, including legal fees, to the extent caused by Rogers Logistics’ (including its employees and agents’) breach of this Agreement, violation of applicable laws, or negligent acts or omissions or willful misconduct in relation to this Agreement, the Services or any cargo subject to the Services.

15. Choice of Law and Forum Selection. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without regard for its choice of law or conflict of law principles, and, in the event of any claim, dispute or litigation arising out of or relating to this Agreement, those shall be brought exclusively in a state or federal court having jurisdiction over Winnebago County, Illinois or Cook County, Illinois, and the Parties consent to jurisdiction in such fora for the same. **THE PARTIES EXPRESSLY WAIVE THEIR RIGHT TO A TRIAL BY JURY.**

16. Miscellaneous. Failure by Rogers Logistics to exercise any of its rights hereunder shall not operate as a waiver of such rights. The Parties are independent contractors in their respective performance of this Agreement and nothing herein shall create a partnership, joint venture, subcontractor or employer-employee relationship. Unless the Parties have signed a Shipper-Broker Agreement or similar property broker service agreement which disclaims applicability of this Agreement, this Agreement supersedes all other agreements, written or oral, regarding the subject matter of this Agreement, and no prior or subsequent understanding, agreement, term, condition, promise, assurance or trade custom that conflicts with or is supplementary to this Agreement is binding. Any oral statements made by or information or assistance provided by Rogers Logistics is given without warranty or guarantee, and accepted at Customer’s risk. This Agreement is not assignable by Customer. Customer has read and agrees to abide by Rogers Logistics’ Anti-Corruption Commitments for Customers, Anti-Corruption Policy and Code of Conduct, each of which is available upon request and may be found at <http://salestermsandconditions.vcnainc.com/>. Rogers Logistics reserves the right to change these Ts&Cs by providing written notice to Customer or without notice by posting the updated Ts&Cs to its website, which changes shall take effect as to Customer following 30 days. Any other amendments to the Agreement require the Parties’ signed written agreement. Provisions of this Agreement which by their nature should apply beyond their terms, including without limitation, sections 6, 8, 11 through 13, and 15 through 16, will remain in force after any termination or expiration of this Agreement. In the event any portion of this Agreement is determined by a court of competent jurisdiction to be unlawful, invalid or unenforceable, the Parties agree that such portion shall be severable and the remainder of the Agreement shall continue in full force and effect to the maximum extent permissible so as to effectuate the Parties’ intent.