These Service Terms & Conditions (U.S., Canada, Mexico) (“Agreement”) govern Swift’s transportation services for customers (“Customer”) without a separate written agreement. Swift Transportation Services, LLC (“Creditor”) is licensed in the U.S. as a property broker under MC-876419; DOT-2537157. Creditor’s affiliates, Swift Transportation Co. of Arizona, LLC (licensed in the U.S. as a motor carrier and property broker under MC-1368138; DOT-054833; Swift Transportation Canada, Inc. (“SC”), is licensed in the U.S. as a motor carrier and property broker under MC-889846; DOT-2553037; Swift Logistics, LLC (“SL”), is licensed in the U.S. as a property broker under MC-812305; DOT-2372545. ST, SC and/or SL will provide or arrange transportation services hereunder under its own authority or through brokerage to third party motor carriers in the U.S. ST and SC provide cross-border transportation services hereunder U.S.-Canada. Creditor’s affiliate, Trans-Mex, Inc. (“TMI”), licensed in the United Mexican States as a motor carrier, and local Mexican drayage companies, provide motor carrier transportation services hereunder in Mexico. Motor carriers are collectively referred to herein as “Carrier.”

Governing Law. (U.S.) This Agreement shall be construed first under applicable U.S. laws. Any dispute or suit arising from this Agreement shall be adjudicated in the state or federal courts of Maricopa County, Arizona without regard to conflicts of laws principles. (Canada) For the portion of services provided in Canada and/or a border gateway commercial zone of Mexico, this Agreement shall be construed in accordance with the laws of Canada. (Mexico) For the portion of services provided in Mexico and/or a border gateway commercial zone of Mexico, this Agreement shall be construed in accordance with the laws of Mexico. Without expressly waiving rights and remedies under U.S., Canadian and Mexican laws, to the extent the terms of this Agreement are inconsistent with such laws, the parties concur this Agreement shall govern.

Cargo Liability in the United States. Cargo liability and claims shall be governed by 49 U.S.C. 14706 and 49 C.F.R. Part 370. Cargo liability is limited to actual loss or damage of cargo, minus salvage value, not to exceed $100,000 USD per shipment. In the event Customer gives advance written notice of higher value load, then cargo liability shall be limited to declared higher value. In no event shall Carrier or Carriers be liable to Customer for any special, incidental, punitive, exemplary or consequential damages that relate to loss, damage or delay to a shipment.

Cargo Liability in Canada. Cargo liability is limited to actual loss or damage of the cargo, minus salvage value, not to exceed either (a) $2.00 CDN per pound computed on the total weight of the shipment or (b) declared extraordinary value. Creditor will not be liable to Customer or owner for: (a) consequential or indirect loss, including loss of market, except for delay or deviation damages in excess of twice the difference between the charges invoiced by the Creditor and amount paid by the Customer to third parties for transport of shipment, or (b) amounts in excess of a maximum recoverable 75,000 SDRs (SDR = Special Drawing Rights) per transaction.

Cargo Liability in Mexico. Cargo loss or damage occurring within the borders or a border gateway commercial zone of Mexico shall be governed by the General Law on Roads, Bridges and Federal Motor Transportation and any other applicable law in Mexico. Cargo liability is limited to the replacement cost of the actual loss or damage of the commodities or article(s) lost, damaged or destroyed, minus salvage value, not to exceed $2,000 USD per shipment. In the event Customer gives advance written notice of higher value load, then cargo liability shall be limited to declared higher value. In no event shall Carrier or Carrier be liable to Customer for any special, incidental, punitive, exemplary or consequential damages that relate to loss, damage or delay to a shipment.

Refused Shipment – Warehouseman/Storeman Liability (U.S., Canada, Mexico). If Carrier is unable to deliver shipment due to consignee refusal, fault or mistake of Customer or consignee or upon instruction of Customer to hold shipment in transit, Carrier’s liability shall immediately be that of a warehouseman/storer with a duty to exercise such care and diligence in regard to them as a careful and vigilant owner of similar goods would exercise. Carrier shall be entitled to possession and non-possessory lien rights and may dispose/sell lading 10 days after providing notice to Customer. Customer shall pay for storage and warehouseman/storer costs minus salvage value. Perishable lading will be disposed of at Carrier’s discretion. The parties agree that Creditor and/or Carriers are service providers and in no event shall be considered depositary of such Products of Customer, as provided by Article 2522 of the Federal Civil Code and other applicable provisions of the laws of Mexico. As a result thereof, Customer agrees to hold Carrier and Carrier harmless and safe from any liability that might be imposed on Creditor and/or Carrier as depositaries.

Indemnification by Creditor. Customer shall indemnify, defend and hold Creditor and its employees and agents harmless from and against all claims, liabilities, duties, taxes, losses, damages, fines, penalties, payments, costs, and expenses (“Claims”) (including, without limitation, costs of defense, settlement, and reasonable attorneys’ fees), including any storage, demurrage, port or terminal charges caused by and resulting from (i) the negligence or intentional misconduct of Creditor, Carrier or its employees or agents; (ii) Carrier’s, Creditor’s or its employees’ or agents’ violation of applicable laws or regulations; or (iii) Creditor’s or Carriers’ debts or obligations regarding wages, salaries, taxes or benefits of its employees. Without expressly waiving rights or privacy concerns concerning such information as may be provided under any federal, provincial, territorial or state statute.

Indemnification by Customer. Customer shall indemnify, defend and hold Creditor, its affiliated companies, its employees and agents harmless from and against all Claims caused by and resulting from (i) the negligent act or omission or willful misconduct of Customer, its employees, or agents; (ii) the inherent vice or nature of the commodities being transported, including but not limited to, any and all product liability claims related to such commodities; (iii) the violation of any applicable law or regulation by Customer or its employees or agents; or (iv) Customer’s debts or obligations regarding wages, salaries, taxes or benefits of its employees. The foregoing indemnity shall not apply to any Claim caused in whole or in part by the negligent acts or omissions of Customer.

Logos/Trademarks. Customer shall not use Swift’s name, logo, trademarks or trade names whether written, or oral, without obtaining Swift’s prior written consent, which consent shall be given at Swift’s sole discretion.

Miscellaneous. These terms and conditions embody the entire Agreement of the parties and supersede all prior oral and written understandings. Should any clause in this Agreement be found to be legally void, all other provisions shall remain intact and enforceable. This document may only be modified with the written consent of both parties. Any party’s failure to enforce strictly any provision of this Agreement shall not be construed as a waiver thereof, or as excusing the other party from future performance. Performance under this Agreement may be suspended during the pendency of any event beyond the reasonable control of Carrier without liability for damages resulting from such suspension. Exception with regard to loads brokered by ST to third party (non-Swift) motor-carriers (governed by ST’s separate Brokerage Terms & Conditions found at www.swiftlogistics.com), to the extent terms and conditions are not addressed in this Agreement, ST’s or TM’s tariff (found at www.swifttrans.com), ST’s or TM’s tariff, as applicable, shall apply and control.