



TRANSPORTATION AGREEMENT

THIS TRANSPORTATION AGREEMENT ("Agreement") is entered into on _____ (the "Effective Date") by and between Cody's Logistical Systems, LLC, a Louisiana limited liability company ("Carrier") and _____ ("Customer"), a corporation/partnership/proprietorship organized and existing under the laws of the State of _____ (collectively referred as the "Parties", or individually as the "Party").

RECITALS

WHEREAS, Carrier operates as an asset-based carrier licensed by the Federal Motor Carrier Safety Administration ("FMCSA") for use of motor vehicles engaged in intrastate and interstate trade and desires to furnish to Customer certain heavy haul motor carrier transportation and related services, as hereinafter more fully described; and

WHEREAS, Customer desires to obtain such transportation and related services from Carrier.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Agreement to Transport Goods.

1.1 Transportation Services. Carrier agrees to provide asset-based transportation services of Customer's freight pursuant to the terms and conditions of this Agreement. Carrier's responsibility under this Agreement shall be limited to heavy haul transportation of the third-party Customer's freight ("Transportation Services"). In the absence of a written agreement to the contrary, transit time shall be established as reasonable dispatch. For each shipment, Customer shall be responsible to provide Carrier timely and accurate delivery instructions, accurate description of the freight to be shipped, and any special handling requirements.

1.2 Relationship of the Parties.

(a) Nothing in this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between the Parties. Carrier is an independent contractor under this Agreement. Neither Party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement, or undertaking with any third party.

(b) Carrier shall have sole and exclusive control over the manner in which Carrier's employees, agents, or subcontractors ("Carrier's Personnel") perform the Transportation Services. Customer acknowledges that Carrier Personnel are deemed employees or subcontractors of Carrier only and are subject to employment and engagement, discharge, discipline and control, solely and exclusively by Carrier.

(c) The Parties acknowledge that, from time-to-time, Carrier will contract with various independent third-party drivers ("Contract Driver") under an independent contractor agreement to perform Transportation Services for Customer, including, but not limited to the transportation or loading of Customer's freight. In this connection, Customer acknowledges and accepts the Contract Driver's status as an independent contractor to Carrier regardless of the Contract Driver's use of Carrier's name or trade dress in providing services to Customer. Customer further acknowledges and accepts that the Contract Driver is not an employee, representative, or agent of Carrier and the Contract Driver is independently responsible for its actions, omissions and representation relating to the work and services he provides in connection with Customer's work.

1.3 No Annual Minimum Commitment. The Parties agree that Customer is not obligated to purchase any minimum amount of Transportation Services from Carrier under this Agreement. In connection with the foregoing, the Parties agree that Carrier is not required to accept any minimum amount of freight tendered from Customer.

1.4 Non-exclusivity. The Parties agree that this is a non-exclusive agreement. Except as otherwise provided in this Agreement, Customer is not restricted from engaging the services of other forwarders, brokers, or engaging directly with shippers. Similarly, Carrier is not restricted from providing Transportation Services for other customers regardless of their area of business or purpose.

2. Shipment Request Procedure.

2.1 Shipment Requests. Customer shall initiate all shipment requests or purchase order in written form via e-mail (the "Shipment Request"). Carrier's acceptance of a shipment request, whether or not it issues a receipt for that Shipment Request, shall serve as Carrier's acknowledgement that the requested Transportation Services are governed by the terms of this Agreement.

2.2 Carrier's Right to Reject Shipment Requests. Carrier has the right to reject any Shipment Request. If Carrier accepts a Shipment Request, it shall do so by confirming acceptance of the request via U.S. Postal Service, e-mail, or through another electronic media.

2.3 Bills of Lading and Shipment Receipts. Each shipment under this Agreement shall be evidenced by a shipment receipt in the form specified by Carrier, which shall be signed by Carrier or its agent or employee showing the kind and quantity of freight received by Carrier at the pick-up location, but the absence or loss of such receipt shall not relieve Carrier of its obligations and responsibilities under this Agreement. Any such receipt shall be prima facie evidence of the receipt by Carrier of such property in good order and condition. In the event that Customer elects to use a bill of lading, manifest or other form of freight receipt or contract (collectively, a "Bill of Lading"), any terms and conditions of such Bill of Lading shall be subject to Section 2.4 of this Agreement. Customer's, Carrier's or any other third-party's insertion of Cody International, LLC's name or likeness on a Bill of Lading shall be deemed for convenience purposes only.

2.4 Terms of Agreement Prevail Over Customer's Documentation. The Parties intend for the express terms and conditions contained in this Agreement and the Basic Shipment Terms contained in the applicable Shipment Request to exclusively govern and control each of the Parties' respective rights and obligations regarding the subject matter of this Agreement, and this Agreement is expressly limited to such terms and conditions. Without limitation of the foregoing, any additional, contrary, or different terms contained in any Shipment Request, Customer Bill of Lading, or other request or communication by Customer pertaining to Transportation Services, and any attempt to modify, supersede, supplement, or otherwise alter this Agreement, will not modify this Agreement or be binding on the Parties unless such terms have been fully approved in a signed writing by authorized representatives of both Parties.

2.5 Customer's Responsibilities in Designating Freight. In addition to the duties and responsibilities set forth herein, Customer shall properly pack, mark and specify with sufficient and exact detail the freight and provide Carrier with the appropriate shipment documentation stating or showing the quantity of the shipment, volume, height, weight, number of cartons or pallets, consignee's name and country of origin. Customer shall provide Carrier with prior notice if the freight contains any hazardous or dangerous materials.

3. Hazardous Materials. Customer shall comply with all applicable laws and regulations relating to the transportation of hazardous materials. Without limiting the foregoing, Customer shall comply with all applicable laws and regulations relating to the transportation of hazardous materials as defined in 49 CFR §172.800, §397 and §173 et seq. to the extent that any shipments constitute hazardous materials. Customer shall notify Carrier immediately if any such shipments contain hazardous materials.

4. Shipment and Delivery.

4.1 Delivery. Unless expressly agreed to by the Parties in any individual shipment transaction, Carrier shall deliver the shipment to the delivery location as specified in the Shipment Request using Carrier's standard methods for shipment. Any time quoted by Carrier for pick-up and delivery is an estimate only. Carrier is not liable for or in respect of any loss or damage resulting from a delay in delivery.

4.2 Customer Responsibilities. Customer shall properly pack and mark the freight and provide Carrier with shipment documentation showing the purchase order number, Customer's identification number for the individual shipment transaction, the quantity in the shipment including weight, volume, and the number of cartons or pallets, consignee's name and the country of origin. Customer shall provide Carrier with prior notice if the freight contains any hazardous or dangerous materials.

4.3 Risk of Loss. Carrier shall bear all risk of loss of and damage to the freight commencing when Carrier picks up the freight at the pick-up location until the time Carrier delivers the shipment to the delivery location; provided, however, Carrier shall not be liable for loss of or damage or injury to Customer's goods if such loss, damage, or injury was caused by any force majeure event, the act or default of the Customer, or the inherent vice or nature of the freight.

5. Insurance.

5.1 Insurance Policy. Carrier shall procure and keep in force continuously during the Term cargo coverage in the amount of \$100,000.00 USD per shipment. Prior to tendering a load to Carrier valued over \$100,000.00 USD, Customer shall provide sufficient notice, in writing, to Carrier to arrange for the increased insurance limits to ensure coverage of product. Customer's failure to provide Carrier with sufficient notice shall result in the load being insured to a maximum of \$100,000.00 USD in cargo coverage.

5.2 Insurance Certificates. On the written request of Customer, Carrier shall provide Customer with copies of certificates of insurance and policy endorsements for all insurance coverage required by Section 5 and shall not do anything to invalidate such insurance. This Section 5.2 shall not be construed in any manner as waiving, restricting, or limiting the liability of either party for any obligations imposed under this Agreement, including, but not limited to, any provisions requiring a party hereto to indemnify, defend, and hold the other harmless under this Agreement.

6. Price and Payment.

6.1 Price. As compensation for the Transportation Services provided by Carrier pursuant to this Agreement, Customer shall pay Carrier in accordance with Carrier's standard rates then currently in effect and as set forth in a Bill of Lading.

6.2 Taxes. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder; provided, that, in no event shall Customer pay or be responsible for any taxes imposed on, or regarding, Carrier's income, revenues, gross receipts, personnel, or real or personal property, or other assets.

6.3 Payment Terms. Customer shall pay invoices issued by Carrier by NET 30 days from the date of such invoice. Customer shall make all payment in US dollars by ACH, check, cash or wire transfer. Payments are considered made upon receipt of funds in Carrier's bank account.

6.4 Interest Rate. Customer shall pay an interest rate of 1% per month (12% per annum) on all delinquent payments on accounts thirty (30) or more days past due.

6.5 Interest Rate Limitation. If at any time the maximum interest rate applicable to this Agreement shall exceed the maximum lawful rate ("Maximum Rate"), the rate of interest payable in respect to this Agreement, together with all fees payable with respect thereto, shall be limited to the Maximum Rate.

6.6 Unsatisfactory Credit Status. If Carrier determines, after complying with Section 17.1, that Customer's financial condition or creditworthiness is inadequate or unsatisfactory, then in addition to Carrier's other rights, Carrier may without liability or penalty take any of the following actions:

- (a) accelerate all amounts owed by Customer to Carrier under this Agreement and any shipment transaction;
- (b) cancel any previously accepted Shipment Requests;
- (c) delay any future shipments;
- (d) on seven (7) days written notice, terminate this Agreement; or
- (e) any combination of the above.

No actions taken by Carrier under this Section 6.6, nor any failure of Carrier to act under this Section, constitute a waiver by Carrier of any of its rights to enforce Customer's obligations under this Agreement including, but not limited to, the obligation of Customer to make payments as required under this Agreement.

6.7 Late Payments. Customer shall reimburse Carrier for all costs incurred in collecting any late payments, including reasonable attorneys' fees. In addition to all other remedies available under this Agreement or at law, if Customer fails to pay any amounts when due under this Agreement, Carrier may (a) suspend the delivery of any Shipment, (b) reject Customer's Shipment Requests under the terms of Section 2.2, (c) cancel accepted Shipment Requests, (d) exercise any of the remedies set out in Section 6.6, or (e) terminate this Agreement under the terms of Section 8.

6.8 No Setoff Right. Customer shall not, and acknowledges that it will have no right, under this Agreement, any Shipment Request, any other agreement, document, or law, to withhold, offset, recoup, or debit any amounts owed, or to become due and owing, to Carrier or any of its affiliates, whether under this Agreement or otherwise, against any other amount owed, or to become due and owing, to it by Carrier, whether relating to Carrier's or its representatives breach or non-performance of this Agreement, any Shipment Request, any other agreement between (a) Customer or any of its representatives and (b) Carrier or any of its representatives, or otherwise.

7. Compliance with Laws.

7.1 Customer's Compliance. Customer shall at all times comply with all government requirements pertaining to the freight, including all applicable regulations of federal, state, and local agencies that apply to the freight. Carrier shall not be responsible for any liabilities, fines or penalties resulting from Customer's failure to comply with the legal or regulatory requirements of any governmental agency or with a notification issued to Customer by any governmental agency. Customer will not request Transportation Services that would require Carrier or any of its representatives, subcontractors, or others to violate any applicable laws.

7.2 Carrier's Compliance. Carrier shall comply with all laws applicable to this Agreement, including Carrier's provision of transportation services provided pursuant to this Agreement except to the extent that failure to comply therewith would not, in the aggregate, reasonably be expected to have a material adverse effect on its business or financial condition or its ability to perform its obligations under this Agreement.

8. Term; Termination.

8.1 Term. Unless earlier terminated pursuant to this Section, this Agreement shall have an initial term of one (1) year commencing on the Effective Date and shall automatically renew for successive one year periods, unless either Party provides the other Party written notice of its intention not to renew this Agreement, with or without cause, at least thirty (30) days prior to the end of the initial or any subsequent renewal period.

8.2 Termination.

(a) In addition to any remedies that may be provided under this Agreement, Carrier may terminate this Agreement with immediate effect upon written notice to Customer if Customer fails to pay any amount when due under this Agreement, and such failure continues for fourteen (14) days after Customer's receipt of written notice from Carrier stating with specificity the nonpayment or if Customer has not performed or complied with any other terms or conditions of this Agreement, in whole or in part, and either the breach cannot be cured or, if the breach can be cured, it is not cured by Carrier within fourteen (14) days after Carrier's receipt of written notice from Carrier for such breach.

(b) Carrier may terminate this Agreement with Customer with immediate effect upon written notice to Customer if Customer has not performed or complied with any of the material terms and conditions of this Agreement, in whole or in part, including, but not limited to the dimensions and qualities of the freight to be transported.

(c) If Customer becomes insolvent, is generally unable to pay, or fails to pay, its debts as they become due, files a petition for bankruptcy, receivership or commences or has commenced against it, proceedings relating to bankruptcy, receivership, or assignment for the benefits of creditors, then Customer shall, pursuant to its obligation

hereto, immediately notify Carrier. Upon such notice, Carrier may terminate this Agreement upon written notice.

(d) Customer may terminate this Agreement with Carrier with immediate effect upon written notice to Carrier if Carrier has not performed or complied with any of the material terms and conditions of this Agreement, in whole or in part and either the breach cannot be cured or, if the breach can be cured, it is not cured by Carrier within fourteen (14) days after Carrier's receipt of written notice from Customer of such breach.

8.3 Effect of Termination.

(a) Expiration or termination of the Term will not affect any rights or obligations of the Parties that:

(i.) come into effect on or after expiration or earlier termination of this Agreement; or

(ii.) otherwise survive the expiration or earlier termination of this Agreement under Section 17.3 and were incurred by the Parties prior to such expiration or earlier termination.

(b) Upon the expiration or earlier termination of this Agreement, all indebtedness of Customer to Carrier under this Agreement, any other agreement or otherwise, of any kind, shall become immediately due and payable to Carrier, without further notice to Customer.

(c) Any notice of termination under this Agreement automatically operates as a cancellation of any shipments that are scheduled to be picked-up after the Effective Date of termination. Regarding any shipments that are still in transit at the time of the termination of this Agreement, Broker may require, in its sole and absolute discretion, that all deliveries of such shipments be made on either a cash in advance or certified check basis.

(d) On the expiration or earlier termination of this Agreement, Customer shall promptly:

(i.) return or destroy all Carrier's documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on Carrier's Confidential Information;

(ii.) permanently erase all of Carrier's Confidential Information from its computer systems, except for copies that are maintained as archive copies on its disaster recovery or information technology backup systems. Customer shall destroy any such copies on the normal expiration of its backup files; and

(iii.) certify in writing to Carrier that it has complied with the requirements of this Section 8.3(d).

9. Confidentiality.

9.1 Scope of Confidential Information. From time to time during the term of this Agreement, Carrier (as the “Discloser”) may disclose or make available to Customer (as the “Recipient”) or its representatives, non-public information about its business affairs, goods and services, forecasts, confidential information and materials comprising or relating to its intellectual property rights, trade secrets, third-party confidential information, and other sensitive, competitive, or proprietary information. Such information, whether orally, written, electronically, by demonstration, or otherwise identified as “confidential” constitutes “Confidential Information” hereunder. Notwithstanding the foregoing, Confidential Information does not include information that, at the time of disclosure:

- (a) Is or becomes generally available to and known by the public other than resulting, directly or indirectly, from any breach of this Section 6 by the Recipient or any of its representatives.
- (b) Is or becomes available to the Recipient on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing Confidential Information to Recipient by a legal, fiduciary, or contractual obligation to the Discloser.
- (c) Was known by or in the possession of the Recipient or its representatives, before being disclosed by or on behalf of the Discloser.
- (d) Must be disclosed under applicable law.

The Recipient shall have the burden of proving by clear and convincing evidence that any exclusion it claims under this Section 9 applies.

9.2 Protection of Confidential Information. The Recipient shall, for two (2) years from receipt/disclosure of the Confidential Information:

- (a) Protect and safeguard the confidentiality of the Discloser’s Confidential Information with at least the same degree of care as the Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care.
- (b) Not use the Discloser’s Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement.
- (c) Not disclose any of the Confidential Information to any person except to the Recipient’s Representatives on a need-to-know basis to assist the Recipient, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

The Recipient shall be responsible for any breach of this Section 9 caused by any of its representatives. On the expiration or earlier termination of this Agreement, at the Disclosure's written request, the Recipient and its representatives shall, pursuant to Section 8.3(d), promptly return or destroy all Confidential Information (including copies) and all documents and tangible materials that contain, reflect, incorporate or are based on Confidential Information received under this Agreement.

10. Service Warranties.

10.1 Limited Warranty. Carrier warrants to Customer that it shall perform the Transportation Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized and commercially reasonable industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

10.2 Customer's Exclusive Remedy for Breach of Service Warranties. Customer's exclusive remedy for Carrier's breach of the service warranty contained in Section 10 regarding any shipment is Carrier's refund of the purchase price of the corresponding shipment transaction and/or termination of this Agreement.

10.3 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN Section 10.1, CARRIER MAKES NO WARRANTY WHATSOEVER REGARDING THE SERVICES, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES INCLUDING THE (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY WHETHER IMPLIED, STATUTORY, ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. CUSTOMER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY CARRIER, OR ANY OTHER PERSON ON CARRIER'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 10.1.

11. Customer is in Good Standing. Customer confirms to Carrier that it is in good financial standing, neither it nor any of its parent or affiliated companies is currently a debtor in bankruptcy, receivership, or undergoing any liquidation of its business or assets, and all information given for credit and bank references is true and correct as of the date of the Effective Date of this Agreement.

12. Indemnification.

12.1 Customer Indemnification. SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, CUSTOMER ("INDEMNIFYING PARTY") SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CARRIER AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, AND PERMITTED ASSIGNS (COLLECTIVELY "INDEMNIFIED PARTY") AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF

WHATEVER KIND, INCLUDING, BUT NOT LIMITED TO FREIGHT LOSS, FREIGHT DAMAGE, OR DELAY, AND PAYMENT OF RATES AND ACCESSORIAL CHARGES TO CARRIER, PENALTIES RESULTING FROM CUSTOMER'S FAILURE TO NOTIFY CARRIER OF ANY SHIPMENTS CONTAINING HAZARDOUS MATERIALS OR CUSTOMER'S FAILURE TO COMPLY WITH ALL HAZARDOUS MATERIALS LAWS AND REGULATIONS, REASONABLE ATTORNEYS' FEES, AND REASONABLE EXPENSES IN CONNECTION THEREWITH (collectively, "LOSSES"), RELATING TO OR RESULTING FROM ANY CLAIM OF A THIRD PARTY OR INDEMNIFIED PARTY ARISING OUT OF OR OCCURRING IN CONNECTION WITH INDEMNIFYING PARTY'S PERFORMANCE OF THIS AGREEMENT. THE INDEMNIFYING PARTY SHALL NOT ENTER INTO ANY SETTLEMENT WITHOUT INDEMNIFIED PARTY'S PRIOR WRITTEN CONSENT.

12.2 Exceptions and Limitations on General Indemnification. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CUSTOMER IS NOT OBLIGATED TO INDEMNIFY OR DEFEND THE CARRIER AGAINST ANY THIRD-PARTY CLAIM IF THE THIRD-PARTY CLAIM OR CORRESPONDING LOSSES ARISE OUT OF OR RESULT FROM THE CARRIER OR ITS PERSONNEL'S:

(a) GROSS NEGLIGENCE, INCLUDING RECKLESSNESS OR WILLFUL MISCONDUCT;

(b) BAD FAITH FAILURE TO MATERIALLY COMPLY WITH ANY MATERIAL OBLIGATIONS SET OUT IN THIS AGREEMENT; OR

(c) SOLE NEGLIGENCE.

13. Limitations of Liability.

13.1 No Liability for Consequential or Indirect Damages. EXCEPT FOR OBLIGATIONS TO MAKE PAYMENT PURSUANT TO ANY TERM OF THIS AGREEMENT, LIABILITY FOR INDEMNIFICATION, AND LIABILITY FOR BREACH OF CONFIDENTIALITY, IN NO EVENT IS CARRIER OR ITS REPRESENTATIVES LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER THE DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT CARRIER WAS ADVISED OF THE POSSIBILITY OF THE DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE) ON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

13.2 Maximum Liability. IN NO EVENT SHALL CARRIER'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT, OR OTHERWISE EXCEED THE TOTAL AMOUNT PAID OR PAYABLE TO CARRIER UNDER THIS AGREEMENT IN

THE TERM OF THIS AGREEMENT PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR THE VALUE OF THE CARRIER'S INSURANCE POLICY, WHICHEVER IS LESS. THE FOREGOING LIMITATIONS APPLY EVEN IF CUSTOMER'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

14. Freight Claims. The Parties agree that freight claims are governed by 49 USC Section 14706 and 49 CFR Part 370, *et seq.* The Carrier's freight liability for any shipment shall not exceed the lesser of \$2.00 USD per pound or \$100,000.00 USD, unless Customer provides Carrier with reasonable advance written notice of the special circumstances that warrant higher limits to allow the Carrier to obtain additional insurance coverage. THIS SECTION 9.1 SETS FORTH CUSTOMER'S SOLE REMEDY AND CARRIER'S ENTIRE LIABILITY FOR ANY FREIGHT CLAIMS OF CUSTOMER HEREUNDER.

14. Arbitration.

14.1 Arbitration Provision and Process. Any controversy, dispute, disagreement or claim arising under or relating to this Agreement or the breach, termination, or validity thereof, except for temporary, preliminary, or permanent injunctive relief, shall be resolved by binding arbitration. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Arbitration shall be conducted by a single arbitrator experienced in transportation law and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award in arbitration may be confirmed in a court of competent jurisdiction. The venue of any arbitration proceeding shall be Baton Rouge, Louisiana. The cost of any arbitration proceeding(s) hereunder shall be borne equally by the parties. Each party shall be responsible for its own attorneys' fees and such other costs and expenses incurred related to the proceedings, except to the extent the applicable substantive law specifically provides otherwise.

14.2 Expense of Compelling Performance of Arbitration. If either party commences a judicial proceeding asserting claims subject to a violation of Section 14.1 or refuses to participate in the dispute resolution process set forth herein, and the other party obtains a judicial order compelling performance, the party that commenced the judicial proceeding or refused to participate in this dispute process in violation of Section 14.1, shall pay the other party's costs incurred in obtaining an order compelling performance, including the other party's reasonable attorneys' fees.

15. Waiver of Jury Trial. It is the parties intent that all disputes under or relating to this Agreement are to be settled by binding arbitration. However, should under any circumstances a matter arising under or relating to this Agreement be the subject of an action in court, each Party acknowledges and agrees that any controversy that may arise under this Agreement is likely to involve complicated and detailed issues and, therefore, each Party irrevocably and unconditionally waives any right it may have to trial by jury in any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

16. Recorded Communications. All telephone calls, virtual meetings, and other communications may be recorded by Carrier for quality assurance and training purposes. Customer confirms and consents to the recording of all communications with Broker.

17. Miscellaneous.

17.1 Further Assurances. Upon a Party's reasonable written request, the other Party, without any additional consideration, shall, at its sole cost and expense, execute and deliver all such additional documents and instruments, and take all such further actions, as may be reasonably necessary to carry out the provisions of this Agreement.

17.2 Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties regarding the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written, oral, express or implied regarding such subject matter. The terms of this Agreement prevail over any different or additional terms or conditions of either Customer or Carrier contained in any other documentation whether given prior to or after the Effective Date of this Agreement.

17.3 Survivability. Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein shall survive the expiration of the termination of this Agreement for a period of twelve (12) months after such expiration or termination and (b) any other provisions that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement for the period specified therein, or if nothing is specified, for a period of twelve (12) months after such expiration or termination. All other provisions of this Agreement shall not survive the expiration or earlier termination of this Agreement.

17.4 Notices. Any notices, requests, demands or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given: (i) on the date of personal delivery; or (ii) provided such notice, request, demand or other communication is received by the party to which it is addressed in the ordinary course of delivery: (a) on the third day following deposit in the United States mail, postage prepaid or by certified mail, return receipt requested; (b) on the date of transmission by facsimile transmission; (c) on the date of transmission by electronic transmission by email; or (d) on the date following delivery to a nationally recognized overnight courier service, each addressed to the other party at the address set forth below their respective signatures on this Agreement, or to such other person or entity as either party shall designate by written notice to the other in accordance herewith.

17.5 Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

17.6 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. The Parties agree that such term or provision shall be severable and that the remaining provisions of the Agreement shall remain in full force and effect.

17.7 Amendment and Modification. No amendment to or modification to this Agreement, in whole or in part, is effective unless it is in writing and signed by and authorized representative of both Parties.

17.8 Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

17.9 Assignment. Neither Party shall assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section 17.9 is null and void. No permitted assignment or delegation relieves the assigning or delegating Party of any of its obligations under this Agreement. Notwithstanding the above, Carrier may assign any of its rights or delegate any of its obligations without the consent of the other Party.

17.10 Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

17.11 No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

17.12 Choice of Law. This Agreement, including construction, interpretation, validity and enforceability of this Agreement, and all matters arising out of or relating to this Agreement, whether in a court of law or in arbitration, shall be governed by, and construed in accordance with, the laws of the State of Louisiana, without regard to the conflict of law provisions thereof to the extent these principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Louisiana.

17.13 Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement and all contemplated transactions, including contract, equity, tort, fraud and statutory claims, in court and any such claim shall be determined in arbitration under Section 14 above. In the event any legal proceeding is brought by either party in any court, the Parties agree that the exclusive jurisdiction for such a proceeding shall be the U.S. District Court for the Middle District of Louisiana or, if such court does not have subject matter jurisdiction, the courts of the State of Louisiana sitting in East Baton Rouge Parish, and any appellate court thereof.

17.14 Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any obligations of Customer to make

payments to Carrier hereunder, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events: (a) acts of God; (b) flood, fire, earthquake, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; and (f) national or regional emergency; (g) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (h) other similar events beyond the reasonable control of the Impacted Party. For purposes of this Section 17.14, when applied to Carrier "Impacted Party" includes any carriers. The Impacted Party shall immediately provide notice after any Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of fourteen (14) days following written notice given by it under this Section 17.14, either Party may thereafter terminate this Agreement upon seven (7) days' written notice.

IN WITNESS WHEREOF, the Parties' duly authorized representatives have executed this Agreement as of the date first written above.

CODY'S LOGISTICAL SYSTEMS, LLC

By:_____

Name:_____

Title:_____

Municipal Address:_____

Email:_____

Date: _____

[Customer's Name]

By:_____

Name:_____

Title:_____

Municipal Address:_____

Email:_____

Date: _____