PITTSBURGH LOGISTICS SYSTEMS(PLS PRO)CARRIER TERMS OF USE

PLSPRO.com[1] PROVIDES A WEB SITE LOCATED ON THE INTERNET AT http://www.PLSPRO.com (THE "SITE") TO FACILITATE TRANSPORTATION SERVICES. THROUGH THE SITE, REGISTERED CARRIERS MAY MAKE OFFERS TO PROVIDE TRANSPORTATION SERVICES, PARTICIPATE IN THE CARRIER COMMUNITY, AND GAIN ACCESS TO RELEVANT INDUSTRY INFORMATION AND SERVICES.

These Terms of Use describe the terms and conditions applicable to your use of this Site and shall apply to all transactions awarded through it. BY PROVIDING YOUR OPERATING AUTHORITY, INSURANCE CERTIFICATE, AND A COMPLETED W9 FORM TO PLSPRO.COM, YOU ACKNOWLEDGE THAT YOU HAVE READ AND ACCEPT THE TERMS AND CONDITIONS CONTAINED HEREIN AND AS A DULY AUTHORIZED REPRESENTATIVE OF YOUR COMPANY, YOU CAN FORM LEGALLY BINDING CONTRACTS ON BEHALF OF YOUR
COMPANY UNDER APPLICABLE LAW. Upon receipt of these documents, PLSPRO.com will designate you as a Registered Carrier ("CARRIER").

1. CARRIER understands and agrees that by entering a rate and clicking "Enter Rate" CARRIER is making an offer to provide transportation services for the shipment listed on that web page at the proposed rate[2] and that rate may be accepted by PLSPRO.com to form a binding agreement for transportation services. CARRIER represents that rates entered at this Site are all inclusive rates for each shipment, including accessorial charges. Any rules or tariff of CARRIER are inapplicable. On or before the time stated on the Site during which offers may be accepted, PLSPRO.com expects to select a CARRIER and accept an offer for transportation services. However, prior to award, eflatbed.com reserves the right to withdraw the shipment from the Site. In addition, if no acceptable rate offers are submitted, PLSPRO.com reserves the right to contact a CARRIER and attempt to negotiate a different rate. PLSPRO.com shall notify CARRIER of an acceptance of transportation services and confirm shipment and shipment details.

2. CARRIER shall sign a bill of lading or receipt for each shipment tendered to it in the form required by PLSPRO.com, which form shall, among other things, identify the Shipper for whom CARRIER is performing the Transportation Service. If any terms, conditions, or provisions of any bill of lading or other form of freight receipt or contract for each shipment, except as provided herein in paragraph 24, are inconsistent with any term or provision of this Contract, this Contract shall control. Upon delivery of each shipment, CARRIER shall obtain a receipt from the consignee in a form acceptable to PLSPRO.com, setting forth the

[1] PLSPRO.com, as used herein, shall also include Pittsburgh Logistics Systems, Inc and Quadrivius, Inc., its parent company.

[2] It is understood that the proposed rate may be a product of an estimated weight, which is subject to adjustment based upon actual independently verified weight or the weight as recorded on the bill of lading. The proposed rate, to the extent it is a product of estimated mileage, is subject to adjustment based upon actual verified mileage.

goods delivered, correct count, condition of such goods and date and time of delivery. Furthermore, CARRIER agrees to confirm delivery of each shipment through the PLSPRO.com website.

3. CARRIER and PLSPRO.com agree that the Transportation Services provided are for specified services under specific rates and conditions pursuant to 49 U.S.C. Section 14101 (b). CARRIER and PLSPRO.com agree to be bound by the provisions herein and, as provided in 49 U.S.C. Section 14101 (b), hereby expressly waive all rights and remedies contained in the ICC Termination Act of 1995, 49 U.S.C. Sections 13101, et seq. (and all regulations promulgated thereunder, including but not limited to, 49 C.F.R. § 371.10) for transportation covered under these terms; provided, however, the provisions relating to registration, insurance and safety fitness and any other provisions expressly agreed to or incorporated by reference herein shall not be waived. CARRIER acknowledges, understands, and agrees that it is responsible for complying with all laws, statutes, rules, regulations and policies relating to, among other things, the packaging, load securement, bills of lading, loading, and movement of any material for all shipments hereunder, including, without limitation, rules, regulations and policies issued from time to time by PLSPRO.com or on behalf of Shipper.

4. CARRIER agrees that the Transportation Service shall be for the prompt transportation of products on behalf of shippers (each a "Shipper" and collectively "Shippers") as arranged by or through PLSPRO.com to and from points and places as are from time to time designated by PLSPRO.com and made a part of these Terms, subject to the provisions herein and the limitations of CARRIER'S operating authority. CARRIER covenants and agrees that the Transportation Service to be provided by CARRIER shall include, without limitation, the following:

(i) the procurement of necessary approvals, authorities or licenses from all applicable governmental agencies or regulatory authorities
(ii) the provision of motor vehicles and allied equipment ("VEHICLES")
(iii) the maintenance of the VEHICLES in a safe and roadworthy condition and in accordance with the rules and regulations of the Federal Motor Carrier Safety Administration;
(iv) the provision of competent drivers (CARRIER shall have the right to engage such individual independent contractors or employ such individuals as it may deem necessary) CARRIER shall have sole and exclusive responsibility over the manner in which it or its employees or independent contractors perform the Transportation Service. CARRIER shall also be responsible for all liabilities with respect to the Transportation Service, including, but not limited to, all costs, expenses and liabilities (including reasonable attorneys' fees) incident to or arising out of accidents, repairs of equipment, labor, fuel and insurance. CARRIER, at its own cost and expense, shall employ or furnish competent, able and legally licensed personnel

to operate the equipment used to provide service pursuant to this Contract. CARRIER shall not broker any shipment

(v) proper compliance with State and Federal safety regulations and with safety regulations of the applicable Shipper, to the extent provided to CARRIER

(vi) the safe, proper, and legal load securement of all products tendered to CARRIER for shipment

(vii) the dispatch of drivers and VEHICLES

(viii) timely pick-up and delivery

(ix) the procurement of all supplies

5. In the performance of Transportation Services under this Contract, CARRIER shall not use any other motor CARRIER, intermediary or broker to transport or arrange to transport any shipments tendered to CARRIER for transportation without prior written approval from PLSPRO.com. If CARRIER should directly or indirectly subcontract or broker any shipment Carrier shall assume full responsibility and liability for the acts and omissions of the carrier handling the shipment as though Carrier transported the shipment itself. Under no circumstances will CARRIER's obligations under this Agreement, including but not limited to its liability to third parties or its liability for loss, damage or delay to property, be affected or diminished by reason of its brokering shipments to another carrier.

6. CARRIER agrees that, in the transportation of all goods hereunder, it assumes the liability of a common CARRIER under Title 49 of the United States Code Section 14706 for full actual loss, such liability to exist from the time of the receipt of any of said goods by CARRIER (CARRIER picks up the shipment and signs the bills) until proper delivery has been made. Claims against CARRIER shall be acknowledged within thirty (30) days of receipt by CARRIER. Claims shall be processed by CARRIER in accordance with 49 CFR Part 370 (claim regulations), except that all claims shall be paid, settled or disallowed by CARRIER within sixty (60) days of filing. It is understood that exclusions in the carrier’s insurance policy will not limit the carrier’s financial liability to resolve claims.

7. Subject to the provisions of this section 6 and section 7 below, PLSPRO.com shall make payment for the freight charges to CARRIER within thirty-four (34) days from the last day of the week during which the shipment paperwork was received by PLSPRO.com, and shall make payment for accessorial charges within thirty-four (34) days from the date of receipt of CARRIER’S invoice for such accessorial charges, except for payments on Excluded Shipments, as defined in Paragraph 8. PLS REQUIRES AN INVOICE, BILL OF LADING OR PROOF OF DELVIERY FROM CARRIER [AS NOTED ON THE LOAD AT TIME OF DISPATCH], PLS SHALL MAKE PAYMENT WITIHIN THIRTY-Four (34) DAYS FROM RECEIPT OF REQUESTED PAPERWORK. CARRIER agrees to notify PLSPRO.com within sixty (60) days from receipt of the statement of errors or omissions relating to the statement; after such time CARRIER waives the right to claim that any additional freight charges are due.

8. PLSPRO.com shall have the exclusive right to handle all billing of charges to Shippers relating to shipments tendered to and accepted by CARRIER, excluding those shipments for BrandSafway (Brand, Aluma, BrandSafway Access, & Safeworks) and Minova. ("Excluded Shipments") CARRIER shall communicate only with PLSPRO.com. CARRIER shall send its freight bills for shipments and invoices for accessorial charges only to PLSPRO.com. CARRIER agrees that PLS is the sole party responsible for payment of CARRIER'S invoices and

9. that, under no circumstances, will CARRIER seek payment from any Shipper, consignee or other customer of PLS, except for Excluded Shipments. Failure of PLS to collect charges from Shipper, Consignee, or it's other customers shall not exonerate PLS of its obligations to pay carriers, except for Excluded Shipments. If PLSPRO.com is unable to collect charges for shipments on behalf of carriers for BrandSafway and Minova carrier reserves the right to pursue collections directly for those Excluded Shipments after written notice to CARRIER from PLSPRO.com.

10. In the event that CARRIER fails to perform as agreed or if CARRIER becomes liable to PLSPRO.com for any amount due, PLSPRO.com shall have the right to deduct the amount of the damages that PLSPRO.com incurs due to such failure or on account of such liability from any monies that CARRIER is owed. The right of offset provided for in this Section 9 shall not be PLSPRO.com's exclusive remedy, but rather it shall be in addition to any other legal or equitable remedies that PLSPRO.com may be entitled to pursue against CARRIER.

11. CARRIER shall not cause or permit and hereby waives and releases any lien or encumbrance arising out of acts of or claims against PLSPRO.com to be entered or levied upon, or otherwise to exist upon, goods transported under this Contract, including but not limited to any liens for charges which may be due to CARRIER for any particular shipment or prior shipment. CARRIER agrees that it shall remove any such lien or encumbrance immediately upon becoming aware of the existence thereof. CARRIER further agrees that under no circumstances will it assert a lien or encumbrance on any goods transported, or fail or refuse to make delivery of any goods transported, as a result of any unpaid charges or dispute over unpaid charges. CARRIER agrees to execute any instruments or documents as reasonably requested by PLSPRO.com in connection with the foregoing agreement. CARRIER agrees to indemnify, defend and hold harmless PLSPRO.com for any and all damages suffered by PLSPRO.com as a result of CARRIER's failure to comply with the provisions of this Section 9.

12. All shipment information on the Site is proprietary and confidential to PLSPRO.com. CARRIER agrees not to use this Site to identify shippers of fl freight and back solicit or circumvent the services of PLSPRO.com.

13. CARRIER must maintain on file with PLSPRO.com all applicable proof of operating authority, a certificate of insurance naming PLSPRO.com as certificate holder, and a completed IRS W-9 form (W-8 form if in Canada). At a minimum, insurance coverage shall include

i. one million ($1,000,000.00) dollars auto liability including bodily injury and property damage
ii. one million ($1,000,000.00) dollars comprehensive general liability, per occurrence and two million ($2,000,000.00) dollars annual aggregate
iii. one hundred thousand ($100,000.00) dollars broad form motor carrier cargo liability or other great amounts as may be required by law. It is understood that exclusions in the carrier's insurance policy will not limit the carrier's financial liability to resolve claims.
iv. Workers compensation, if applicable, in an amount not less than the statutory limits for the state(s) or province(s) in which CARRIER provides transportation services under these terms of use

14. Broker shall contractually require the engaged motor carrier to indemnify, defend and save harmless Shipper from and against any and all losses, damages, claims, demands, costs, expenses, suits and liabilities (including reasonable attorney's fees) that arise from injuries or death to persons or damage to property caused by motor carrier's acts or omission to act, or the acts or omissions to act of those persons furnished by the motor carrier engaged by Broker, or in any way arising out of the performance of transportation services by the motor carrier engaged by Broker (excluding any of the like that arise or are associated with transportation services which are provided within Mexico).

15. CARRIER shall immediately notify PLSPRO.com if there is a change in CARRIER's DOT safety fitness rating or change in operating authority. Upon receipt of an unsatisfactory DOT safety fitness rating, PLSPRO.com shall have the right to suspend the use of CARRIER'S user name and password.

16. CARRIER shall pick up and deliver each shipment awarded to it strictly according to the requirements set forth in the award notification, and CARRIER recognizes and agrees that time is of the essence for all shipments, including certain shipments designated as "critical" or "hot" loads with extremely time-sensitive delivery windows. CARRIER agrees to comply with all statutes, rules and regulations of all jurisdictional agencies for shipments awarded at this Site and shall not use this Site to facilitate price fixing or other conduct in violation of antitrust laws or other applicable laws or regulations. PLSPRO.com reserves the right to suspend a CARRIER'S user name and password for service failures, inappropriate use of the Site, or other reasons identified by PLSPRO.com.

17. CARRIER shall be responsible to assure that all shipments are properly protected, loaded, unloaded, and secured. If applicable

CARRIER shall comply at all times with all applicable laws and regulations pertaining to transportation of food and food related products, including (but not limited to) the Sanitary Transportation of Human and Animal Food regulations (21 C.F.R. 1.1900,et seq.) promulgated under the Food Safety Modernization Act, 49 U.S.C. 5701. CARRIER shall also remain liable for the full actual loss, damage, or injury to the shipper's property as if it were a motor carrier providing common carriage services. CARRIER shall promptly communicate to PLSPRO.com any problems that occur during transit within 24 hours after such incident.

18. CARRIER recognizes that PLSPRO.com is providing a forum to facilitate transportation transactions and shall defend, indemnify, and hold harmless, PLSPRO.com from and against any loss, liability, damages, claims, fines, costs or expenses, including reasonable attorney's fees, arising from or relating to CARRIER'S operations for shipments awarded through this Site or breach or violation of any of the terms herein, including but not limited to:

i. all losses, damages, expenses (including reasonable attorneys' fees and costs), actions and claims for injury to or death of persons and damage to property arising out of or in connection with the loading, handling, transportation, unloading or delivery of any shipments pursuant to these terms;
ii. all losses, damages or expenses (including reasonable attorneys' fees and costs) incurred by PLSPRO.com from any failure by CARRIER to comply with these terms; and
iii. all acts performed by CARRIER, its agents, independent contractors, employees or helpers arising out of or under these terms, including but not limited to criminal acts, gross negligence, and intentional or negligent conduct, in violation of any federal, state or local governmental law, rule or regulation.

19. All transactions awarded through this Site shall be deemed to be handled by CARRIER providing contract carriage services. To the extent permitted by law, CARRIER and PLSPRO.com agree to be bound solely by the provisions contained herein and waives all right and remedies under the ICC Termination Act of 1995 or applicable regulations.

20. CARRIER and PLSPRO.com are independent contractors, and no agency, partnership, joint venture, employer-employee or other similar relationship is intended or created by CARRIER'S acceptance of these terms of use or use of the Site. CARRIER shall have the sole responsibility for the compensation of its employees independent contractors or agents including the cost of statutory benefits and taxes.

21. CARRIER agrees that neither CARRIER nor any of it's employees, agents, independent contractors or other persons performing services for or on behalf of CARRIER in connection with CARRIER's obligations under these terms of use will, directly, or indirectly, hire, solicit for

employment, induce or attempt to induce any employee of PLS or any of its Affiliates to leave their employment with PLS or any Affiliate for a period of one year after written termination of these terms of use.

22. PLSPRO.com PROVIDES THIS SITE ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT WARRANTY OR CONDITION, EXPRESS OR IMPLIED, CARRIER AGREES THAT USE OF THIS SITE IS AT CARRIER'S SOLE RISK. PLSPRO.COM EXPRESSLY DISCLAIMS ALL WARANTIES OF NY KIND, INCLUDING, BUT NOT LIMITED TO, (I) THE IMPLIED WARRANTIES OF MERCHANTABILITY, (II) FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND (III) THAT SERVICE WILL BE CONTINUOUS, UNINTERRUPTED, AND/OR ERROR-FREE.

23. IN NO EVENT SHALL PLSPRO.com BE LIABLE TO CARRIER FOR ANY INDIRECT, SPECIAL INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF DATA, LOSS OF BUSINESS, OR OTHER LOSS ARISING OUT OF OR RESULTING FROM USE OF THIS SITE EVEN IF PLSPRO.com HAS BEEN ADVISED OF THE POSSIBILLITY OF SUCH DAMAGES. THE FOREGOING SHALL APPLY REGARDLESS OF THE NEGLIEGENCE OR OTHER FAULT OF PLSPRO.com AND REGARDLESS OF WHETHER SUCH LIABLITY SOUNDS IN CONTRACT, NEGLIGENCE, TORT OR ANY OTHER THEORY OF LIABIITY.

24. All content on the Site, including text, graphics, logos, button icons, images, and the selection and arrangement of such content is the exclusive property of PLSPRO.com or its licensors and is protected by U.S. and international copyright laws. All rights not expressly granted are reserved.

25. The trademarks, service marks, designs and logos (collectively, the "Trademarks") displayed on this Site are the registered and unregistered Trademarks of PLSPRO.com and its licensors. Your use of the Trademarks displayed on this Site, except as provided in these Terms, is strictly prohibited.

26. You may use or download material displayed on this Site for noncommercial, personal use only. If you download material, you must retain all copyright and other proprietary notices displayed on the materials. You may not distribute, modify, transmit, post, or otherwise use the content of this Site for public or commercial purposes without PLSPRO.com's written permission. PLSPRO.com reserves the right to refuse service, terminate accounts, and cancel orders if PLSPRO.com believes that your conduct violates these Terms.

27. Services offered on this web site are subscription-based, which are part of PLS Network Advantage Plus. If your company has at least one password to this website, you are a PLS Network Advantage Plus subscriber and have agreed to pay all charges, including applicable taxes, in accordance with the Terms in effect at the time the fee or charge becomes payable. PLSPRO.com reserves the right to change the amount of, or basis for, determining any fees or charges for use of this Site, and to implement new fees, charges, or terms effective upon prior notice to CARRIERS. PLSPRO.com reserves the right to terminate any CARRIER at any time for any reason. Subscription fees will be

automatically renewed each month and will be deducted from the first settlement check due each month. The subscription will be cancelled upon receipt of notification from the CARRIER.

28. CARRIER's right to use the Network is subject to any limits established by PLSPRO.com. PLSPRO.com reserves the right to either terminate CARRIER's access and account, thereby terminating this Agreement and all obligations of PLSPRO.com hereunder.

29. Unless otherwise specifically agreed in writing, every shipment tendered to CARRIER by PLS shall be deemed to be handled by CARRIER pursuant to these terms and conditions, unless otherwise specifically agreed to in writing and signed by duly authorized representatives of the parties.

30. The parties agree that this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without giving effect to its conflicts of laws provisions. In the event that litigation is initiated, the parties agree that exclusive venue for any such legal action shall lie only in the State Court located in Butler County, Pennsylvania.

31. CARRIER shall not assign any rights, duties, or obligations under this Agreement without the prior written consent of PLSPRO.com.

32. PLSPRO.com may amend these Terms of Use at any time by posting the amended terms and conditions of the Site at www.plspro.com and the effective date of any such amendment will be the date on which the amended terms and conditions are posted.

33. To the extent that these Terms of Use are inconsistent with the terms of any other agreement currently in effect between CARRIER and PLSPRO.com or any of its affiliates, including Pittsburgh Logistics Systems, Inc., the terms of such other agreement, and not these Terms of Use, shall govern the relationship between CARRIER and PLSPRO.com or such affiliate, unless the parties specifically agree otherwise. If any provision of these Terms of Use is held to be invalid or unenforceable, such determination shall not affect such provision in any other respect or any other provision of the Terms of Use, which shall remain in full force and effect. Either party’s failure strictly to enforce any provision of these Terms of Use shall not be construed as a waiver or modification thereof excusing the other party from performance.

34. It is agreed that there are no oral representations, agreements, or understandings affecting this instrument and that any future representation, agreements, understandings or waivers must be reduced to writing in order to be binding upon the parties. Either party’s failure strictly to enforce any provisions of this Contract shall not be construed as a waiver or modification thereof excusing the other party from performance.
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