



**MILL STEEL COMPANY  
MOTOR CARRIER TERMS AND CONDITIONS:**

Carrier will transport all freight tendered to it using its own equipment and its own motor carrier operating authority. Carrier will not broker, re-broker, co-broker, subcontract, assign, interline, or transfer the transportation of shipments hereunder to any other persons or entity, related or unrelated, conducting business under a different motor carrier or freight forwarder operating authority, without the prior written consent of MILL STEEL COMPANY. To the extent Carrier violates this provision or receives consent as set forth above, it shall remain liable for any cargo loss, damage or delay as if it transported the freight itself.

MILL STEEL COMPANY shall tender steel and related shipments to Carrier. All shipments shall be transported in compliance with all instructions included on the rate conformation sheet, bill of lading or as otherwise instructed in writing by MILL STEEL COMPANY. However, if no instructions are provided on a commodity previously transported, Carrier shall transport the shipment using the previously provided instructions for transportation.

All shipments originating from MILL STEEL COMPANY facilities, will be transported on a MILL STEEL COMPANY bill of lading prepared by MILL STEEL COMPANY. Shipments originating from all other locations will use the bill of lading prepared by the shipping location. Carrier bills of lading shall have no effect. No Carrier tariff or terms and conditions shall apply.

To the extent Carrier received contradictory or confusing instructions regarding any shipment; Carrier shall resolve all contradictory or confusing instructions before transporting the shipment. Failure to resolve and conflict or confusion prior to transporting the shipment shall preclude Carrier from using such conflict or confusion as a defense to a claim.

Carrier agrees to transport the goods tendered by MILL STEEL COMPANY safely, efficiently, and according to the instructions of the MILL STEEL COMPANY. Carrier shall be liable to the MILL STEEL COMPANY, consignee or other entity possessing a legal right to recover (for purposes of this paragraph, the "Claimant") for all freight loss, damage, and delay to the goods tendered to Carrier or transported by it, or

by any motor contract carrier, railroad or other transportation-related company to which such goods entrusted, as provided under the Carmack Amendment to the Interstate Commerce Act (are currently codified at 49 U.S.C. ' subsection 14706). Carrier's liability shall commence when the goods are loaded on Carrier's trailer. Carrier shall be liable for the full actual value of the goods in question. The measure of the loss, damage or injury shall be the destination market value of the kind and quantity of the freight so lost, damaged or destroyed, less reasonable salvage value, if any. Additionally, Carrier shall be liable to Claimant for all economic loss, including consequential damages, which are incurred by Claimant for any freight loss, damage or delay claim. Consequential damages will be capped at \$15,000.00. Claimant shall have the maximum period available under governing law to file with Carrier any claim for loss, damage, or delay to any goods transported pursuant to this Agreement. In the event no other period is defined by governing law, Claimant shall have two (2) years from the Bill of Lading date during which to file the claim. In the event Carrier learns of any loss of or damage to goods transported pursuant to this Agreement, regardless of whether the goods have been shipped with freight pre-paid or collect, Carrier shall immediately communicate to MILL STEEL COMPANY the circumstances of such loss or damage and Carrier shall take such steps as may be reasonable under the circumstances to mitigate the loss or damage. No limitation of liability will apply to any transportation performed to goods tendered to Carrier or transported by it under this Agreement. If other than the MILL STEEL COMPANY, Carrier agrees that the Claimant shall be a third-party beneficiary under this provision. No Carrier limitation of liability, including but not limited to a limitation set forth in a tariff or bill of lading term, shall apply.

Carrier is responsible for and agrees to comply with all applicable laws, including all statutes, rules, regulations, and governmental guidance documents, in the performance of its services under this Agreement, including without limitation, those related to operating authority, minimum insurance requirements, safety, hazardous products and over dimension and overweight loads (if applicable), as well as all instructions provided by MILL STEEL COMPANY regarding transportation of the commodities tendered to it.

Carrier agrees to carry, at its sole expense, the following insurance coverages, with an insurance company or companies satisfactory to MILL STEEL COMPANY, insuring Carrier's liability to pay for any loss, damage, or injury arising out of the

performance by Carrier of this Agreement. The following minimum limits of liability shall be maintained in full force and effect during the term of this Agreement.

a. Automobile Liability (“AL”) Insurance to cover liability for bodily injury, including death, and property damage with a combined single limit of at least \$2,000,000 per occurrence.

b. Commercial General Liability (“CGL”) Insurance with a combined single limit of at least \$2,000,000 per occurrence. This coverage shall include Contractual Liability to cover any assumed liability under this Agreement.

c. All Risk Cargo (“Cargo”) Insurance in an amount of not less than \$50,000 for loss of or damage to property carried on any one motor vehicle. Such insurance shall not exclude coverage for rust, corrosion, water damage, insufficient tarping, unattended or unattached vehicles or any other exclusion that would foreseeably exclude coverage for the transportation services to be provided by Carrier.

d. Carrier shall maintain all required state worker’s compensation coverage and comply with all applicable worker’s compensation laws, including contribution to state funds where applicable.

e. Before performing any services under this Agreement, Carrier shall furnish to MILL STEEL COMPANY Certificates of Insurance evidencing the coverages required above (or if MILL STEEL COMPANY so directs, copies of the actual insurance policies), and containing the unequivocal agreement on the part of the insurer to notify MILL STEEL COMPANY of the cancellation of or any material changes in said insurances at least thirty (30) days prior to such cancellation or change.

f. MILL STEEL COMPANY shall be named as an Additional Insured on a primary and non-contributory basis on the AL and CGL policies, and as a loss payee on the Cargo policy.

g. Carrier’s failure to comply with any element of the insurance requirements set forth herein shall entitle MILL STEEL COMPANY to immediately suspend all performance hereunder, pending compliance by Carrier.

In the performance of services hereunder, the relationship of each party to the other shall be that of independent contractor. Nothing in this Agreement shall be construed as establishing an employment, agency, partnership or joint venture relationship between the parties. Under no circumstances may an employee, officer, agent, or contractor of Carrier be considered an employee of MILL STEEL COMPANY. Carrier shall have the exclusive control over the manner in which Carrier performs the services provided hereunder and shall be responsible for the acts and omissions of any personnel used to perform services being provided hereunder. MILL STEEL COMPANY shall not be responsible for any act or any failure to act of the personnel utilized by Carrier in the performance of Carrier's services. Neither party shall be responsible for any debts or obligations incurred by the other in performance of its business activities, except as expressly provided herein.

Carrier shall defend, indemnify, and hold MILL STEEL COMPANY harmless, including all costs, expenses, and attorney fees related in any way to Carrier's negligence in transporting shipments for MILL STEEL COMPANY and/or Carrier's responsibilities under or alleged violation of this Agreement.

Carrier will review and comply with all MILL STEEL COMPANY instructions, and confirm the vehicle and Transportation Equipment is in appropriate physical condition to transport the goods tendered. Carrier agrees to transport shipments with reasonable dispatch, and shall meet all specific delivery windows or schedules set forth on the transportation documents or otherwise.

Statutory provisions and regulations which are waivable under the laws of the United States pursuant to 49 USC Section 14101(b), and related sections, and which are inconsistent with the terms of this Agreement, are hereby expressly waived, and the terms of this Agreement shall govern.

MILL STEEL CO.  
(COMPANY)

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(COMPANY)

Alex Krestakos  
(PRINT)

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(PRINT)



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(SIGNATURE)

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