



RLS LOGISTICS CARRIER TERMS AND CONDITIONS AGREEMENT

This Carrier Agreement (“Agreement”) is dated _____, ____ 20____, and is between RLS Distribution, Inc. d/b/a [RLS Logistics](#) (“RLS”) and _____, (“Carrier”).

RLS is both a transportation broker authorized by MC 188896 to arrange for [transportation](#) of general commodities by motor carriers as defined in 49 U.S.C. § 13102(2) and a freight forwarder authorized by FF 010425 to provide transportation services as defined in 49 U.S.C. § 13102(8).

Carrier is a motor carrier authorized by MC _____ to provide transportation of general commodities.

The parties enter into this Agreement in accordance with 49 U.S.C. §14101(b) (1) and expressly waive any and all rights and remedies that each may have under 49 U.S.C. §13101 through §14914 that are contrary to the specific provisions of this Agreement and agree as follows:

1. Description of Services – During the term of this Agreement, RLS agrees to tender to Carrier on a non-exclusive basis, and Carrier agrees to accept from RLS, shipments consisting of general commodities for transport between points within the United States. Carrier will, using due care, pick-up, as and when requested; transport in a timely manner; and deliver in good order and condition, the shipments which are tendered by RLS to Carrier, in accordance with the terms set forth in this Agreement (“Services”). Every shipment tendered to Carrier by RLS on or after the date of this Agreement will be subject to the terms of this Agreement and to a Load and Rate Confirmation Sheet. Each Rate Confirmation Sheet will specify whether RLS is acting as a broker or as a freight forwarder.

2. Carrier’s Operating Authority. Carrier represents and warrants that it is duly and legally qualified to provide, as a motor carrier, the Services specified herein and agrees to comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations regarding Services. Carrier is obligated to notify RLS in writing immediately if its carrier operating authority is revoked, suspended, or rendered inactive for any reason and shall cease providing Services until its carrier operating authority is restored. Carrier further represents and warrants that it does not have a “conditional” or “unsatisfactory” safety rating issued by the Federal Motor Carrier Safety Administration (“FMCSA”), U.S. Department of Transportation, or a substantially equivalent rating under the Carrier Safety Measurement System implemented under the Compliance, Safety, and Accountability (“CSA”) program. Carrier is obligated to notify RLS in writing immediately if its safety rating is changed, or may be changed, to “unconditional” or “unsatisfactory” or a substantially equivalent rating under the CSA program.

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CARRIER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS RLS FROM ANY CLAIM OR LIABILITY FOR DAMAGES, LOSSES, OR COSTS THAT RESULT FROM A VIOLATION OF THIS PARAGRAPH 2.

3. Carrier's Operating Responsibilities – Carrier will be responsible for the procurement and operation of the vehicles it uses and the employment, training, supervision and control of the drivers and any helpers. Carrier acknowledges and agrees that the temperature of the goods is a material condition of this Agreement during the transportation of Food Shipments, as defined in Section 5. Carrier shall develop and maintain written procedures related to the safe transport of Food Shipments tendered to it by RLS and shall train its drivers and staff regarding safe transport of shipper's goods. Carrier will be responsible for safe and lawful operation of the vehicles used in the performance of the Services and will assume all costs, expenses, and liabilities incident to or arising out of furnishing, maintaining, repairing, or operating motor vehicles and other equipment, labor, fuel, supplies, and insurance.

Carrier shall transport each shipment tendered hereunder to its specified destination with reasonable dispatch and without delay caused by anything within Carrier's control. If RLS or its customer informs Carrier of a specified delivery date and/or schedule prior to pick-up of any shipment or series of shipments, then Carrier shall make its best efforts to meet such specified date and/or schedule. However, Carrier shall not violate any law, rule, or regulation pertaining to highway or motor vehicle safety in order to make timely delivery of a shipment. Nothing in this Agreement shall be interpreted as requiring a driver to perform Services within a certain time or to violate the Hours of Service Rules.

Carrier must provide Services in a safe and prudent manner and in compliance with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, but not limited to those pertaining to the proper qualification, screening, and licensing of drivers; hours of service; maintenance and safe operation of equipment; transportation and handling of Hazard Materials (49 C.F.R. §§ 172.800, 173 and 397, et seq.) ("HAZMAT"); security; owner-operator leases; loading and securement of freight; controlled substance and alcohol use testing; insurance and workers' compensation requirements; and the safe and secure transportation of food that will ultimately be consumed by humans or animals, including as provided in Section 5 below. Carrier will notify RLS promptly by telephone of any accident, theft or other occurrence that impairs the safety of, or delays the delivery of, shipments subject to this Agreement.

To the extent any shipments are transported within the State of California, Carrier warrants that:

(A) All trailers, including both dry-van and refrigerated equipment it operates and the Heavy-Duty Tractors that haul them within California under this Agreement are in compliance with the California Air Resources Board (ARB) Heavy-Duty Vehicle Greenhouse Gas (Tractor-Trailer GHG) Emission Reduction Regulations.

(B) All refrigerated equipment it operates within California under this Agreement is in full compliance with the California ARB TRU ACTM in-use regulations.

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Carrier will perform the Services as an independent contractor and neither its employees nor agents will be deemed to be employees or agents of RLS. No authority has been conferred upon Carrier by RLS to hire any persons on behalf of RLS, and Carrier will assume full responsibility for selecting, engaging, and discharging its employees, agents, servants or helpers and for otherwise directing and controlling their services. Carrier will assume full responsibility for complying with all applicable laws and regulations for the benefit of its employees and under no circumstances will RLS be liable for the debts or obligations of Carrier for the wages, salaries, or benefits of Carrier's employees.

4. Receipts – Each shipment will be evidenced by a written form initiated by the consignor at the point of origin of the shipment and will be legibly signed by the Carrier showing the kind and quantity of the commodity received at the loading point(s) specified. Such form will be evidence of receipt of such commodities by Carrier in apparent good order and condition or as may be otherwise noted on the face of such form. Upon acceptance of the shipment, Carrier shall assume liability for the cargo until proper delivery is made to the designated consignee. Carrier shall obtain a delivery receipt signed by the consignee at the time of delivery showing the kind, quantity, and condition of the commodity delivered at the specified destination and the time of delivery. Absence or loss of any such documents will not relieve the Carrier of responsibility for freight accepted by it. If a bill of lading is issued for any shipment, its purpose shall be only to evidence the receipt of the cargo. Any terms and conditions on a bill of lading or receipt or purportedly incorporated therein will be null and void.

All such documents shall show the actual consignor and consignee. Under no circumstances shall Carrier name RLS as a motor carrier, or allow any other party completing shipping paperwork to name RLS as a motor carrier, on any shipment paperwork whatsoever. If RLS appears in a bill of lading and/or other shipping documents, any inclusion is purely for informational purposes and does not constitute RLS holding itself out as a motor carrier for any shipment(s), regardless of any statements to the contrary appearing in the shipping documents.

5. Sanitary Food Transportation Requirements –

(A) Food Safety Law Compliance. Carrier must comply with the laws and regulations governing the safe and secure transportation of food products that will be ultimately consumed by humans or animals (“Food Shipments”), including those required by local, provincial, state and federal laws, regulations, ordinances and rules including, but not limited to, the Food Safety Modernization Act (21 U.S.C. § 2201, et. seq.) (“FSMA”), the Federal Food, Drug and Cosmetic Act (21 U.S.C. § 341, et seq.) (“FD&C Act”), the Sanitary Food Transportation Act (49 U.S.C. 5701, et seq.), the U.S. Food and Drug Administration’s Final Rule on the Sanitary Transportation of Human and Animal Food (21 C.F.R. § 1.900, et seq.) and all applicable U.S. Department of Agriculture and Food Safety and Inspection Service regulations (collectively, the “Food Safety Laws”).

(B) Shipper Instructions. Carrier is responsible for the sanitary conditions of Food Shipments during their transportation and complying with RLS's and/or the shipper's written instructions, including without limitation any temperature set point or temperature range, as provided to Carrier by RLS or the shipper in physical or electronic form. Carrier shall apply all written instructions to future Food Shipments of the same goods tendered for the same shipper, unless instructed otherwise in writing. If RLS or shipper instructions require a cargo seal, the lack of a seal or seal irregularities shall be sufficient to consider the shipment unsafe and a total loss. Carrier agrees that when transporting food for human consumption, late delivery, i.e. delivery after the deadline indicated on the transportation documents, alone shall be sufficient to reject a shipment and consider the cargo a total loss.

(C) Recording Food Shipment Temperature. Carrier shall verify the temperature of Food Shipments before loading. Carrier must write the recorded temperature on the shipping document used by the parties for the pick-up, transport, or delivery of goods, including without limitation any Bill of Lading. In the event Carrier is unable to verify the temperature due to restrictions imposed by the shipper, consignor, or due to the physical circumstances of loading,

Carrier is excused from performing such verification so long as Carrier notifies RLS in advance of transporting the Goods. The foregoing exception shall not relieve Carrier of compliance with any other provision of this Section 5.

(D) Equipment. Carrier represents and warrants that all equipment (as defined in the Food Safety Laws and herein) used in transporting Food Shipments is in safe and sanitary condition and appropriate for performance of the services for Food Shipments, including but not limited to ensuring that the equipment is free from contamination, pest infestation, and evidence of prior cargo that could render the Food Shipments unsafe. If Carrier transports partial load (LTL) shipments, Carrier shall conduct appropriate inspections and take necessary actions upon receiving the first shipment and each subsequent shipment to ensure that (i) The equipment remains in safe and sanitary condition; (ii) Any Food Shipments will not be contaminated by any previously or subsequently loaded cargo; and (iii) The temperature of any temperature-controlled Food Shipment will not be materially disrupted. When required by and as specified in shipper's instructions or shipping document, Carrier must ensure that the cold storage compartments are prepared for safely transporting the Food Shipments. Carrier must set temperature controls to pre-cool mechanically refrigerated cold storage compartments before offering equipment with auxiliary refrigeration units for transportation of Food Shipments requiring temperature control and set the operating temperature to ensure the Food Shipments at all times are maintained at the temperature set point or within the temperature range specified on the shipper's instructions or shipping document.

(E) Provision of Information. Immediately upon request or as promptly as practicable thereafter, Carrier will provide RLS and/or the shipper: (i) Evidence of the operating temperature of Food Shipments maintained during services in the manner acceptable to RLS and/or shipper; (ii) Documented written processes for maintaining food safety, including maintenance of temperature control, and cleaning, sanitizing, and inspecting

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equipment; (iii) Evidence of transportation traceability, including information regarding: (a) Previous cargo hauled in bulk or in other equipment; and (b) Maintenance and intervening cleaning procedures for docks and equipment; (iv) Appropriate training processes for each person under Carrier's supervision or control involved in providing services; and (v) Evidence that the Food Shipments have not been adulterated, as defined in Section 9(A) below, and have been transported under sanitary conditions to protect the shipments against temperature abuse or excessive fluctuations and any physical, chemical, or microbial contamination.

(F) Recordkeeping. Carrier agrees to maintain all documentation and records related to the transport of Food Shipments governed by this Agreement, including those documenting personnel training and equipment cleanings, sanitization and inspections, and the safe and sanitary transport of Food Shipments, and shall make the records available to RLS or the shipper upon request for a period of no less than three (3) years from the latter of the date of delivery or creation of the record.

(G) Liability Related to Food Shipments. Carrier assumes liability for the result of breach of any of the foregoing requirements specified in this Section 5. Carrier agrees that RLS is not responsible for and shall in no way be held liable to Carrier for Carrier's or any shipper's, consignee's, receiver's or loader's obligations or their failure to adhere to their respective obligations under the laws and regulations governing the safe and sanitary transport of food for human consumption, including the Food Safety Laws referenced above in Section 5(A).

6. No Substituted Services and Diversion/Reconsignment – Effective upon acceptance of a shipment from RLS for the RLS's customer's account, Carrier shall perform the transportation services itself and shall not subcontract the load to another motor carrier or tender it to a property broker. Carrier shall not have any right to, in any way, negate, eliminate, circumvent, or alleviate Carrier's liability to RLS or RLS's customer. Carrier shall not allow the diversion or reconsignment of any shipment except upon written instructions by RLS or RLS's customer. Carrier shall not accept instructions for diversion or reconsignment by any consignee or third party without the written consent of RLS or RLS's customer. Carrier shall not partial any shipment without RLS's prior consent.

7. Rates – Carrier agrees to transport shipments tendered by RLS at the rates and charges as set forth in RLS's "Load and Rate Confirmation," which shall be signed by Carrier and transmitted by Carrier to RLS by facsimile (or other electronic means) for each shipment accepted by Carrier under this Agreement. Carrier and RLS agree that no common carrier tariff rates, accessorial charges, rules, or regulations apply to any shipment tendered under this Agreement. No change in rates, charges, or rules will be effective unless mutually agreed to and confirmed in writing, signed by authorized representatives of both parties.

8. Payment – Carrier authorizes RLS to invoice RLS's customers for services provided by Carrier. Carrier agrees to invoice RLS, and only RLS, and acknowledges that RLS is the sole party responsible for payment of its invoices. Under no circumstance may Carrier seek payment from RLS's customers, the consignor, any consignee, or any entity other than RLS. Payment of the freight charges by RLS to Carrier shall relieve shipper, receiver, consignor, or consignee of any liability to the Carrier for non-payment of charges.

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RLS agrees to pay Carrier for the transportation of shipments under this Agreement in accordance with the rates described herein, within thirty (30) days of receipt of Carrier's uncontested invoice and signed delivery document covering such transportation.

Carrier will provide RLS at least thirty (30) days' written notice prior to any assignment, factoring or other transfer of any of its rights to receive payments from RLS under this Agreement. Written notice will include the correct legal name and address of the assignee, transferee or factoring entity; the effective date of the assignment, transfer or factoring arrangement; the terms of the assignment; and a written confirmation from the assignee, transferee or factoring entity that such assignment, transfer or factoring arrangement is, in fact, in existence. Any such notice will be effective only upon actual receipt by RLS. RLS does not in any way guaranty that it will be able to recognize any such assignment, transfer or factoring arrangement, and Carrier agrees to defend, indemnify and hold RLS harmless from and against any costs, expenses or fees (including attorneys' fees) which RLS may incur as a result of RLS's inability, failure or refusal to comply with Carrier's transfer, assignment or factoring directions. Carrier will be allowed to have only one assignment, transfer or factoring arrangement in effect at any one point in time, and no multiple assignments, factoring or transfers by Carrier will be permitted. Carrier also releases and waives any right, claim or action against RLS for any amounts due or owing under this Agreement if RLS fails or refuses to comply with any such assignment, transfer or factoring arrangement or where Carrier has not complied with the notice requirements herein.

9. Cargo Loss, Damage, and Delay

(A) Carrier agrees that Food Shipments that have been transported or offered for transport, pursuant to this Agreement, under conditions that are not in compliance with the written instructions or requirements set forth in the shipping document, including any seal, temperature, quality control standards and delivery date requirements, will be considered "adulterated" within the meaning of the FD&C Act (21 U.S.C. §§ 342(a)(i)(4), 342(i)). Carrier understands that adulterated shipments may be refused by the shipper, consignee or receiver upon their tender for delivery at destination. Food Shipments must be within the specified ranges specified in the written instructions or shipping documents when Carrier delivers such goods to the consignee or receiver, or it may be rejected as adulterated and/or damaged in consignee's or receiver's sole discretion, regardless of any other measure of quality including, but not limited to, USDA inspections.

(B) Carrier is liable to RLS and RLS's customers for the actual loss of, damage to, or delay of RLS's customers' freight, according to the provisions of 49 U.S.C. Section 14706. No limitation of liability will apply. Carrier agrees that "adulterated" as defined in Section 9(A) shall be a standard for determining whether Food Shipments sustained damage.

Carrier hereby waives and releases any and all rights to liens which Carrier might otherwise have to any goods transported pursuant to this Agreement. If Carrier breaches this Agreement and files a lien or otherwise holds the cargo without RLS's authorization, Carrier will be responsible for RLS or Customer's attorneys' fees and

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costs to remove the lien or retrieve the goods, in addition to any other damages available to RLS and Customer under this Agreement.

(C) Except as set forth below in this Subsection (b), Carrier agrees that the provisions contained in 49 CFR Part 370 govern the processing of claims for loss, damage, or delay to property and the processing of salvage.

(i) Carrier shall immediately notify RLS of any delay, damage, or shortage.

(ii) All claims for loss, damage, or delay must be concluded within thirty (30) days of receipt of claim by Carrier.

Notwithstanding the terms of 49 CFR 370.9, Carrier shall pay, decline or make settlement offer in writing on all Freight claims within 30 days of receipt of the claim. Failure of Carrier to pay, decline or offer settlement within this 30-day period shall be deemed admission by Carrier of full liability for the amount claimed and a material breach of this Agreement.

(iii) The determination regarding the acceptability or salvage ability of any damaged cargo, and the adulterated status in the case of Food Shipments, transported by Carrier shall be determined by RLS's customer and shall be binding on Carrier. Carrier shall be liable for all costs and expenses associated with RLS's customer's mitigation of damages including any inspection, storage, preparation of the cargo for reshipping, and the reshipping, if applicable.

(iv) Carrier shall not sell, or attempt to sell, RLS's customer's freight for salvage or otherwise without RLS's customer's prior written authorization. For any damaged product that RLS's customer permits Carrier to resell, RLS's customer will have the right to remove all identifying marks and labels on such product.

10. Term – The term of this Agreement shall be for a period of one (1) year from the effective date shown above and shall automatically renew at the end of the initial and subsequent terms for additional one (1) year periods unless terminated pursuant to Section 10 below.

11. Termination – If either party refuses or fails to perform any duty or obligation under this Agreement, fails to comply with applicable laws or regulations, suffers impairment of its financial responsibility, or otherwise defaults in any way, the non-defaulting party will have the option, without prejudice to any other right or remedy, to terminate this Agreement upon three (3) business days advance written notice. Otherwise, either party may terminate this Agreement at any time without cause by giving thirty (30) calendar days prior written notice to the other party.

12. Insurance – Carrier shall procure and maintain at all times during the term of this Agreement, at its sole cost and expense, with reputable and financially responsible insurance carriers, the following insurance in not less than the amount specified:

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(A) General Liability Insurance, including contractual liability and protective liability coverage (consistent with the indemnity obligation herein) in a combined single limit of not less than \$1,000,000.00 per occurrence.

(B) Auto Liability Insurance insuring against liability for injury to persons, including injuries resulting in death, environmental restoration, and loss or destruction of or physical damage to property, in a combined single limit of not less than \$1,000,000.00 per occurrence. If Carrier transports Hazardous Materials, the insurance required pursuant to this Subparagraph shall be \$5,000,000.00 per occurrence.

(C) Cargo Insurance in an amount not less than \$100,000.00 per shipment. Carrier shall procure a higher amount of insurance coverage if the shipment is valued more than \$100,000. Such insurance policy shall provide coverage to RLS, RLS's customer or the owner and/or consignee for any loss, damage, or delay related to Goods transported under this Agreement. The coverage provided under the policy must not have any exclusion or restrictions of any type that would foreseeable preclude coverage relating to cargo claims.

(D) Workers' compensation insurance for Carrier's employees in accordance with statutory requirements for all applicable jurisdictions.

If Carrier's insurance is threatened to be, or is, terminated, cancelled, suspended, reduced, or revoked, Carrier must immediately notify RLS. Carrier shall cause its insurance RLS or carrier to provide RLS certificates or other evidence of the foregoing insurance coverage's prior to commencing Services under this Agreement. Upon request of RLS, Carrier shall immediately provide RLS with full copies of the applicable insurance policies. Nothing in this Agreement shall be construed to avoid or limit Carrier's liability under this Agreement to the amounts of such insurance or to any exclusion or deductible in any insurance policy

13. INDEMNIFICATION – CARRIER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS RLS AND RLS'S CUSTOMERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, VENDORS AND CUSTOMERS AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION AND/OR LIABILITIES (ACTUAL, POTENTIAL, THREATENED OR PENDING) JUDGMENTS, FINES, PENALTIES, ORDERS, DECREES, AWARDS, COSTS, EXPENSES, INCLUDING ATTORNEYS' FEES, SETTLEMENTS AND CLAIMS ON ACCOUNT OF:

(A) Loss or damage to property (other than cargo), or personal injury, including death, which may be sustained by the parties, their employees or third parties, arising out of or in connection with Carrier's performance of the services set forth herein;

(B) Carrier's breach of any of its representations, warranties, and/or covenants in this Agreement;

(C) Carrier's failure to comply with worker's compensation requirements or any claim for worker's compensation asserted against RLS or its customer by Carrier's employees or their personal representatives; and

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(D) Carrier's use of non-compliant equipment under the California Air Research Board TRU ACTM in-use regulations or any similar regulations imposed by the State of California or any other state regarding equipment. This provision will not be construed in any circumstance to constitute an indemnification contrary to any law that prohibits indemnification against loss, liability, and cost or expenses incident thereto caused by the negligence of such indemnity. Exclusions in Carrier's insurance coverage(s) shall not exonerate Carrier from this liability.

14. Confidentiality – As part of the business relationship between RLS and Carrier, either Party may be in or come into possession of information or data which constitutes trade secrets, know-how, confidential information, marketing plans, pricing, or anything else otherwise considered proprietary or secret by the other ("Confidential Information"). In consideration of the receipt of such Confidential Information and potential business, each Party agrees to protect and maintain such Confidential Information in the utmost confidence, to use such Confidential Information solely in connection with their business relationship, and to take all measures reasonably necessary to protect the Confidential Information. Carrier agrees that RLS's charges to its customers are confidential and need not be disclosed to Carrier. Carrier specifically waives any rights it may have under 49 CFR § 371.3. Except as may be required by law, the terms and conditions of this Agreement and information pertaining to any Services will not be disclosed by either party to any other persons or entities, except to the directors, officers, employees, authorized contractors, attorneys, and accountants of each party. This mutual obligation of confidentiality will remain in effect during the terms of the Agreement and for a period of two years following any termination.

15. Non-Solicitation – Carrier agrees that during the term of this Agreement and for a period of two (2) years from the date of termination of this Agreement, that neither Carrier nor any employee, officer, director, agent or otherwise of Carrier, shall directly or indirectly solicit traffic from any consignor, consignee, or customer of RLS where (a) the availability of such shipments first became known to Carrier as a result of RLS's efforts; or (b) the shipments of the consignor, consignee, or customer of the RLS was first tendered to the Carrier by RLS.

In the event Carrier violates the terms of this Paragraph and back-solicits RLS's customers and obtains traffic from such customers, RLS is then entitled, for a period of twenty-four (24) months after the traffic first begins to move, to a commission from the Carrier of fifteen percent (15%) of the transportation charges or revenue received on the movement of traffic. Carrier understands and agrees that the provisions of the aforementioned covenant not to compete are reasonable as to scope, duration, and geographic area, in light of the mutual promises and other valuable consideration the parties have agreed to in this Agreement. Further, Carrier agrees that any violation of the covenant not to compete will cause irreparable injury to RLS, and that RLS will be entitled to a restraining order and an injunction to stop the back-solicitation of traffic.

16. Force Majeure – The obligation of Carrier to furnish and of RLS to use the Services provided for in this Agreement will be suspended temporarily during the period in which either party is prevented from performing due to fire, flood, strikes, lockout, epidemic, accident, regulatory action, or other causes beyond its reasonable

control. The party experiencing force majeure will notify the other party promptly and take all reasonable steps to eliminate the interruption and resume normal operations as soon as possible.

17. **Waiver / Enforceability** – The waiver of a breach of any term or condition of this Agreement will not constitute the waiver of any other breach of the same or any other term. To be enforceable, a waiver must be in writing signed by a duly authorized representative of the waiving Party. The unenforceability of a provision of this Agreement or portion thereof will not affect the enforceability of any other provision of this Agreement or portion thereof.

18. **Entire Agreement** – This Agreement, together with any Appendices hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements.

19. **Governing Law** – This Agreement is to be construed according to federal law governing transportation and the laws of the State of New Jersey and the parties hereby stipulate the exclusive jurisdiction of the courts situated in New Jersey, over any litigation between the parties arising hereunder, except that the case may be removed to the appropriate Federal Court in New Jersey. If any part of this Agreement is determined to be contrary to law, such determination shall not affect the validity of any other terms or conditions. Carrier shall pay all costs, expenses and attorney fees which may be expended or incurred by RLS or RLS’s customer in enforcing this Agreement or any provision thereof, or in exercising any right or remedy of RLS or its customers against Carrier, or in any litigation incurred by RLS because of any act or omission of Carrier under this Agreement.

20. **Notices** – Unless otherwise provided, notices required under this Agreement must be in writing and delivered by (i) registered or certified U.S. Mail, return receipt requested, (ii) hand delivered, (iii) facsimile with receipt of “Transmission OK” acknowledgement, or (iv) delivery by a reputable overnight carrier service (in the case of delivery by facsimile, the notice will be followed by a copy of the notice delivered as provided in (i)(ii) or (iv)). The notice will be deemed given on the day the notice is received. In the case of notice by facsimile, the notice is deemed received at the local time of the receiving machine, and if not received, then the date the follow-up copy is received. Notices must be delivered to the following addresses or at such other addresses as may be later designated by notice:

21. **Counterparts** – This Agreement may be executed in one or more counterparts, each of which is an original but all of which together will constitute one and the same agreement.