

TRANSPORTATION TERMS & CONDITIONS

In the absence of a separate and valid written agreement executed by an authorized representative of RLS that specifically covers the services RLS provides, these Terms and Conditions constitute a unilateral offering by RLS of a bilateral contract - between RLS on the one hand, and the user/beneficiary of RLS's services on the other - upon acceptance by such user/beneficiary. Tendering of goods for transportation shall constitute acceptance of all terms as set out in these Terms and Conditions and the rate governing the shipment.

RLS is licensed as a property broker by the Federal Motor Carrier Safety Administration ("FMCSA") in Docket Number 188896, and by appropriate State agencies. RLS arranges for transportation of cargo by motor carrier.

The RLS customer desiring to use its services ("Shipper", collectively with RLS the "Parties"), to satisfy some of its transportation needs, desires for RLS to arrange for transportation of Shipper's cargo ("Goods"). Shipper expressly warrants, as a material term of these Terms and Conditions, that: (a) it is the owner of the Goods free and clear of any legal charge, or (b) has the full authority of the owner of the Goods and/or anyone having a legal interest in them to tender the Goods for Transportation.

1. Express Waiver of Other Remedies. By agreeing to RLS's rate or placing Goods with RLS for transportation or storage, Shipper agrees to abide by and be bound by the terms set forth in these Terms and Conditions. Shipper represents and warrants that it has fully read and understands the terms contained. To the extent not governed by federal statute, international treaty, or international convention, the rights and liabilities of the Parties shall be determined exclusively pursuant to the terms and conditions of this Contract. Shipper agrees that RLS's liability to Shipper, and its liability to all persons and entities tendering Goods through Shipper, shall in all cases be determined exclusively pursuant to these Terms and Conditions. Shipper agrees to waive any other cause of action that may exist, whether in law, equity, or otherwise other than for breach of this Contract. Shipper also represents and warrants, as a material term of these Terms and Conditions, that it has all necessary authority to agree to these Terms and Conditions on behalf of all persons and entities tendering Goods for transportation through Shipper and bind them to the applicable provisions of these Terms including, but not limited to, this waiver and the limitation of liability for cargo loss and damage.

2. Service. RLS agrees to arrange for transportation by motor carriers ("Motor Carriers") of Goods, in compliance with all federal, state and local laws and regulations. RLS's responsibility is limited to arranging for, but not actually performing, transportation of Goods.

3. No Exclusivity. Shipper is not restricted from tendering cargo to other brokers, or directly to motor carriers. RLS is not restricted from arranging transportation for other persons or entities.

4. Shipper's Obligations.

A. Shipper is responsible for ensuring that Goods are properly and safely loaded, supported, blocked, braced, and secured. Shipper will be responsible for all expenses arising out of any load shift or any other loss or damage that occurs during transportation due to improper or insufficient loading, blocking, bracing, or other acts of Shipper (including its subcontractors and agents).

B. Shipper must provide necessary and accurate shipping instructions and properly identify all Goods in the bill of lading or other shipping instructions. Shipper shall not tender any restricted commodities including, but not limited to, hazardous materials and waste, oversize or overweight shipments, coiled or rolled products, items of extraordinary value, or commodities requiring protection from heat or cold, without properly identifying such shipments and making necessary prior arrangements for transportation.

C. Unless Shipper has requested that RLS arrange for the Motor Carrier to provide driver count services before dispatch, and the Motor Carrier performs such driver count services, Shipper is responsible for properly counting and recording the number of pieces transported and applying a protective seal to the loaded equipment.

D. Shipper is responsible for checking all empty containers or trailers tendered for loading and rejecting any equipment that is not in apparent suitable condition to protect and preserve the Goods during transportation.

E. If Shipper requests that RLS arrange for equipment to be dropped at a location for Shipper's convenience and left unattended by Motor Carrier, Shipper and its consignors or consignees shall be exclusively responsible for all loss or damage to the equipment occurring during or as a result of such custody, control, possession, or use of the equipment, regardless of cause.

5. Receipts and Bills of Lading. If requested by Shipper, RLS will use reasonable best efforts to provide Shipper with proof of acceptance and delivery in the form of a signed Bill of Lading or other proof of delivery, as specified by Shipper. Any document required by this Agreement may be presented in either paper or electronic form. Shipper's insertion of RLS's name on the bill of lading will be for convenience only and will not change RLS's status as a property broker. The terms and conditions of any documentation used by RLS or a Motor Carrier will be subordinate to the terms of this Agreement.

6. Payments.

A. Payment for Services. RLS will invoice Shipper for its services in accordance with the rates, charges and provisions in its rate confirmation and/or any written estimates, supplements, or revisions that are mutually agreed to between the parties. If rates are negotiated between the parties and are not otherwise confirmed in writing, such rates will be considered "written," and will be binding, upon RLS's invoice to Shipper and Shipper's payment to RLS. Shipper agrees that it is not entitled to withhold any part of the agreed invoice amount because of a claim arising out of these Terms or any other contract.

B. Shipper agrees to pay RLS's invoice, if undisputed, within fifteen (15) days of receipt. RLS may assess a service charge of 1 ½% per month (or the highest lawful rate, if less) on any late payments. RLS will apply payment to the amount due for the specified invoice, regardless whether there are earlier unpaid invoices. Payment of the charges to RLS will relieve Shipper, consignee and all other entities of liability to any Motor Carrier for non-payment of freight charges. Shipper agrees that RLS may, in its sole discretion, offset any unpaid invoices against any outstanding amounts that RLS may owe to Shipper. Shipper further agrees to pay RLS all costs associated with any efforts to obtain any outstanding balance owed to RLS including collections costs, attorneys' fees and costs of suit.

C. Time Limits on Payment Related Claims. If Shipper alleges overcharges, duplicate payment, or over collection, notice of such claims or unidentified payments must be given within 180 days of receipt of the invoice, and a civil action or arbitration proceeding must be filed within eighteen (18) months of delivery or tender of delivery of each of the shipments involved. The processing, investigation, and disposition of overcharge, unidentified payment, duplicate payment, or over collection claims will be handled by Shipper and RLS consistent with the procedures set forth in 49 CFR Part 378.

7. Provisions Regarding Handling of Cargo and Cargo Loss and Damage.

A. Liability of the Motor Carriers. RLS agrees that it will contractually require Motor Carriers to assume the liability of a motor carrier for full actual loss of cargo, subject to the provisions of the 49 U.S.C. 14706 (or successor regulation to such Carmack Amendment), up to a maximum liability of \$2.50 per pound and \$100,000 per shipment. Shipper represents and warrants to RLS, as a material term of this Agreement, that the value of the Goods being tendered for transportation are equal to or less than these maximum amounts and acknowledges that neither RLS nor Motor Carriers have any knowledge of the value of Shipper's Goods. RLS also will contractually require Motor Carriers to process and pay cargo claims in accordance with and subject to 49 CFR §370. Shipper expressly agrees that Motor Carriers' cargo liability, and the liability of RLS (if any) for any cargo loss, damage, or delay will not under any circumstances exceed \$2.50 per pound and a maximum of \$100,000 per shipment, unless RLS is notified by Shipper of a higher value with reasonable advance notice, and an authorized representative of RLS and/or the Motor Carrier have accepted the increased liability in writing (up to the full actual value of the Goods) in return for an increased charge. For avoidance of doubt, a driver is not an authorized representative of either RLS or Motor Carrier and no employee is authorized to orally consent to a higher liability limit. Any contrary terms and conditions inserted by Shipper on a bill of lading or other shipping paperwork shall have no effect.

B. All cargo claims must be filed by Shipper directly with the responsible Motor Carrier within nine (9) months of the date of delivery or expected delivery of the Cargo. Any action at law against a Motor Carrier must be filed within two (2) years and one (1) day of the date the Motor Carrier declines to pay any part of the cargo claim.

C. Limited Liability of RLS. It is understood and agreed that RLS is not a carrier or freight forwarder. Shipper therefore expressly agrees that RLS will not be liable for loss, damage or delay occurring for any reason whatsoever as part of the transportation of Goods unless such loss, damage, or delay is caused solely by the negligence or willful misconduct of RLS. The sole remedy against RLS (including RLS's employees, agents, subcontractors, draymen, and subcontractors), shall be a claim for breach of these Terms and Conditions. To the fullest extent permitted by applicable law, Shipper expressly waives and releases any other claims it has or may have against RLS arising from or related to any acts or omissions by RLS, specifically including but not limited to, any claim for freight loss or damage. Shipper agrees to indemnify RLS for any costs and fees RLS incurs (including reasonable attorneys' fees) if Shipper - or any person or entity acting on Shipper's or asserting its rights - files a claim or lawsuit against RLS that is inconsistent with the foregoing prohibition. Shipper shall notify RLS of actual or potential loss or damage to Goods within 5 business days of discovery, or the date that such loss or damage could have been discovered using reasonable diligence. Any action at law against RLS must be filed within one year of the date the Goods were delivered or, in the case of non-delivery, were scheduled to be delivered.

D. In the absence of a prior written agreement to accept liability in a higher amount, RLS's liability for causing damage to premises or property other than the Goods, and/or any other losses, damages, fines, duties, penalties, taxes or any other amounts whatsoever (other than damage to Goods) shall be limited to an aggregate maximum of \$5,000.

E. Refused Shipments –Warehouse Liability. If any consignee refuses to accept Goods tendered by the Motor Carrier engaged by RLS, or if such Motor Carrier is unable to deliver the cargo for any reason outside its control, RLS will notify Shipper within twenty-four (24) hours of failed delivery of such failure and the reason therefor. Upon notification, Shipper will have three business days within which to decide whether to store or re-route the cargo to an alternative destination or back to the Shipper. If Shipper advises and instructs RLS to stop movement of the cargo and to hold it in transit or Shipper fails to provide timely instruction, at such point the liability of the Motor Carrier engaged by RLS will become that of a warehouseman. Shipper will be responsible for storage costs and other reasonable costs incurred by RLS for warehouseman services. If Shipper gives RLS timely disposition instructions, RLS will instruct the Motor Carrier to use any commercially reasonable steps to abide with such instructions. Shipper will pay any additional transportation or other costs incurred in complying with Shipper's disposition instructions.

8. Disclaimer of RLS Liability for Certain Types of Damages. In no event will RLS or the Motor Carrier be liable to Shipper for special, incidental, or consequential damages that relate to loss, damage or delay to a shipment.

9. Insurance. RLS agrees to procure and maintain at its own expense, at all times during the term of this Agreement, at least the following minimum insurance coverage amounts:

- A. Comprehensive liability insurance (including contractual liability) - \$1,000,000
- B. Contingent Cargo Insurance - \$100,000

RLS will cause its insurance broker or carrier to submit to Shipper a certificate of insurance as evidence of such coverage and which names Shipper as "Certificate Holder".

10. Shipper Indemnification. TO THE FULLEST EXTENT PERMITTED BY LAW, SHIPPER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS RLS AND EACH OF ITS PARENT COMPANIES, MOTOR CARRIERS, AFFILIATES, AND SUBSIDIARIES AND ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, MANAGERS, PARTNERS, EMPLOYEES, AGENTS, CUSTOMERS, AND END USERS (COLLECTIVELY, THE "RLS INDEMNITEES", ALL OF WHOM SHALL BE INTENDED THIRD PARTY BENEFICIARIES OF THIS SECTION) FROM AND AGAINST ANY AND ALL ALLEGATIONS, CLAIMS, LAWSUITS, JUDGMENTS, LOSSES, CIVIL PENALTIES, LIABILITIES, DAMAGES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, COURT COSTS, AND THE COST OF SETTLEMENT, JUDGMENT OR VERDICT INCURRED BY OR DEMANDED FROM ANY OF THE RLS INDEMNITEES, ARISING OUT OF, RESULTING FROM OR RELATED TO: (A) ANY INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY THE GOODS, SERVICES, DELIVERABLES OR BY ANY ACT OR OMISSION OF SHIPPER; (B) ANY NEGLIGENT OR GROSSLY NEGLIGENT ACTION, INACTION, OMISSION, INTENTIONAL MISCONDUCT OF SHIPPER AND ANY OF ITS SUBCONTRACTORS OR SUPPLIERS, IN THEIR PERFORMANCE OF THIS AGREEMENT OR ANY RELATED SHIPMENTS; (C) SHIPPER'S BREACH OF ANY REPRESENTATION, WARRANTY, TERM, COVENANT, OR OTHER OBLIGATION UNDER THIS AGREEMENT OR ANY RELATED PURCHASE ORDER OR STATEMENT OF WORK, INCLUDING COMPLIANCE WITH ALL LAWS; (D) ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS BY ANY GOODS, SERVICES, OR DELIVERABLES DELIVERED PURSUANT TO THIS AGREEMENT OR ANY PURCHASE ORDERS AND STATEMENTS OF WORK; AND/OR (E) ANY CLAIMS FOR PAYMENT BY SHIPPER'S EMPLOYEES, SUBCONTRACTORS, OR SUPPLIERS, WHICH INDEMNIFICATION OBLIGATION FOR SUCH CLAIMS SHALL INCLUDE REIMBURSING RLS FOR ALL COSTS ASSOCIATED WITH THE RELEASE OR EXTINGUISHMENT OF ANY LIENS THAT MAY ARISE DUE TO CLAIMED NON-PAYMENT TO SHIPPER'S EMPLOYEES, SUBCONTRACTORS, OR SUPPLIERS IN CONNECTION WITH THE GOODS OR THEIR TRANSPORTATION. SUCH OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY THAT WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS SECTION 9. IN NO EVENT WILL SHIPPER ENTER INTO ANY SETTLEMENT WITHOUT RLS'S PRIOR NOTICE AND WRITTEN CONSENT OF RLS, WHICH SHALL NOT BE UNREASONABLY WITHHELD. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THESE TERMS AND CONDITIONS AND ANY APPLICABLE SHIPMENTS.

11. Surety Bond. RLS will maintain a surety bond or trust fund agreement as required by the FMCSA and furnish Shipper with proof upon request.

12. Hazardous Materials. Shipper and RLS will comply with all applicable laws and regulations relating to the transportation of hazardous materials as defined in 49 CFR §172.101 (or any successor regulation) to the extent that any shipments constitute hazardous materials. Shipper is obligated to inform RLS immediately if any such shipments do constitute hazardous materials.

13. Assignment/Modifications of Agreement. This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. This Agreement may not be assigned by either Party without the written consent of the other Party, except to any wholly-owned subsidiary of such Party. No amendment or modification of the terms of this Agreement will be binding unless in writing and signed by the Parties.

14. Severability / Survivability. If the operation of any portion of this Agreement results in a violation of any law, or a court of competent jurisdiction determines any provision to be invalid or unenforceable, the Parties agree that such portion or provision will be severable and that the remaining provisions of the Agreement will continue in full force and effect.

15. Independent Contractor. It is understood between RLS and Shipper that RLS is not an agent for the Motor Carrier or Shipper and will remain at all times an independent contractor. Shipper does not exercise or retain any control or supervision over RLS, its operations, employees, or the Motor Carriers.

16. Nonwaiver. Failure of either Party to insist upon performance of any of the terms, conditions or provisions of this Agreement, or to exercise any right or privilege herein, or the waiver of any breach of any of the terms, conditions or provisions of this Agreement, will not be construed as thereafter waiving any such terms, conditions, provisions, rights or privileges, but the same will continue and remain in full force and effect as if no forbearance or waiver had occurred. No waiver of any right, power, or privilege hereunder will be binding upon any Party unless in writing and signed by or on behalf of the Party against which the waiver is asserted.

17. Notices. All notices that are required to be given or may be given pursuant to the terms of this Contract shall be in writing and shall be sufficient in all respects if delivered in person, mailed by registered or certified mail (return receipt requested), or sent by commercial expedited delivery service, to the addresses listed in this Section or such other address as any Party hereto shall have designated by notice in writing to the other Party hereto. Any notice to be given by a Party may be given by any attorney(s) then authorized to receive copies of notices hereunder. Any notice or other communication shall be deemed given when received or requested. Copies of all notices to Operator shall also be sent to: Flaster Greenberg PC, 1810 Chapel Ave West, Cherry Hill, NJ 08002.

RLS:	SHIPPER:
102 High Street W, #100	The address indicated for such entity in the Quote.
Glassboro, NJ 08028	
Attn: Chief Financial Officer and Chief Commercial Officer	

18. Force Majeure. If performance by one Party is affected by any condition beyond the reasonable control of such Party, including fire, labor strife, riot, war, weather conditions, acts of the public enemy, acts of God, acts of terrorism, local or national disruptions to transportation networks or operations, material equipment repairs, fuel shortages, governmental regulations, or governmental request or requisition for national defense, and provided that the applicable condition is not attributable to the acts or omissions of such Party, and such Party is taking reasonable measures to remove or mitigate the effects of the applicable condition, then the performance of obligations under this Agreement (other than Shipper's obligation to pay for services performed) affected by such condition will be suspended during the continuance of such condition, and such Party will promptly notify the other Party of such condition. Such period of suspension will not in any way invalidate this Agreement, but on resumption of operations, any affected performance by such Party will be resumed. The Motor Carriers engaged by RLS will be permitted an extension period equal to the period of suspension to complete shipments adversely affected by the suspension. Neither Party will incur any liability for damages resulting from such suspensions.

19. Choice of Law and Venue. All questions concerning the construction, interpretation, validity and enforceability of this Agreement, whether in a court of law or in arbitration, will be governed by and construed and enforced in accordance with the laws of the State of New Jersey, without giving effect to any choice or conflict of law provision or rule that would cause the laws of any other jurisdiction to apply.

Any lawsuit arising out of these Terms and Conditions shall be subject to the exclusive jurisdiction of the United States District Court for the District of New Jersey. By shipping Goods through RLS, Shipper (and all persons tendering Goods through Shipper) expressly consents to the jurisdiction of the federal courts in or around Gloucester County, State of New Jersey and hereby further irrevocably waives any claim that any such court lacks jurisdiction over Shipper, and Shipper shall not plead or claim in any legal action or proceeding that such court lacks jurisdiction over Shipper. Shipper hereby irrevocably waives any objection that Shipper may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with these Terms and Conditions in the court referred to in this Section and hereby further irrevocably waives

and shall not plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum, including for purposes of taking depositions. It is specifically agreed that this Contract shall not be covered by nor construed in accordance with the terms of the United Nations Convention on Contracts for the International Sale of Goods.

20. WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS CONTRACT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS CONTRACT, AND THE TRANSACTIONS CONTEMPLATED HEREBY.

21. Publicity. RLS will not use Shipper's name or identity in any advertising or promotional communications without Shipper's written consent.

22. Confidentiality. The Parties will not publish, use or disclose the contents or existence of this Agreement except (A) as necessary to conduct their operations pursuant to this Agreement, (B) to the extent required by a governmental agency, under a court order or as otherwise required by law, provided that the receiving Party has notified the other Party of such governmental or court action before disclosing the Information, (C) to obtain financing, or (4) to auditors retained for the purpose of assessing the accuracy of freight bills or similar purposes. RLS will require its Motor Carriers to comply with this confidentiality clause. These confidentiality obligations will not prohibit or limit the receiving Party's use of information (D) previously known to it and not subject to any confidentiality restrictions, (E) acquired by it from a third party which is not, to the receiving Party's knowledge, under an obligation not to disclose such information, or (F) which is or becomes publicly available through no breach of these obligations by the receiving Party or its employees or agents of these confidentiality obligations.

23. Entire Agreement. This Agreement constitutes the entire agreement intended by and between the Parties and supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements, and understandings, whether oral, written, expressed or implied, with respect to the subject matter hereof.

24. Survival. Subject to the limitations and other provisions of this Agreement, any provision that, in order to give proper effect to its intent, should survive expiration or termination of this Contract, shall survive the expiration or earlier termination of this Agreement.

25. Captions. The captions set forth in this Agreement are for convenience only and will not be considered a part of this Agreement nor affect in any way the meaning of the terms and provisions hereof.