



STREAMLINE

Streamline Intermodal Agreement (SLIA) Governing Rules Circular

Terms/Conditions for Transportation of Intermodal Shipments

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1. INTRODUCTION AND GENERAL PROVISIONS

1.1 INTRODUCTION

Streamline is a wholly owned subsidiary of Union Pacific Railroad headquartered in Omaha, Nebraska. Established to provide wholesale door-to-door intermodal services in North America, Streamline utilizes advanced technologies to address growing complexities and efficiencies in intermodal transportation, including equipment management, reservations, storage and drayage. Streamline offers both premium and standard transportation services and will deliver your freight safely and reliably. We are not a motor or rail carrier and are not a freight forwarder. Any law relating to common carriers, contract carriers or freight forwarders does not apply to the services that Streamline offers. "Intermodal" transportation means transportation using both rail and highway transportation through rail and motor transportation providers. "Highway" transportation means highway transportation through over-the-road, truckload motor carriers.

1.2 APPLICATION OF THESE TERMS AND CONDITIONS

The Terms and Conditions for Intermodal and Highway Transportation Service (which are referred to as "Terms and Conditions") are intended to establish, explain and supplement the terms and conditions under which Streamline will arrange for intermodal or highway transportation services. Unless otherwise agreed to in a written agreement signed by Streamline's authorized representative, these Terms and Conditions apply to all shipments tendered for intermodal or highway transportation by Streamline. Any terms and conditions in any transportation agreement signed by authorized representatives of Streamline and the customer(s) covered by such agreement will prevail over any inconsistent provisions of these Terms and Conditions.

1.3 TERMS USED IN THESE TERMS AND CONDITIONS

In the Terms and Conditions, "customer" refers to the person or entity contracting to engage Streamline's services with respect to a shipment; and "you" and "your" refers to Streamline's customer as well as any other person or entity having an interest in the freight, including the consignee, consignor, supplier, a third party logistics provider and the beneficial owner of the freight. The term "transportation provider" refers to any entity that Streamline engages to provide or arrange for transportation, including rail carriers, motor carriers, drayage providers, rail transportation providers, intermodal equipment providers, freight brokers and other transportation intermediaries.

1.4 RIGHT TO CHANGE THESE TERMS AND CONDITIONS

While Streamline endeavors to provide advance notice of changes, Streamline reserves the right to change these Terms and Conditions from time to time without notice. The terms, conditions, limitations, charges and services of these Terms and Conditions in effect on the date that the shipment is tendered for transportation will apply. Streamline's customers and other users of our transportation services should obtain the version of these Terms and Conditions in effect on the date of shipment tender. It can be accessed on the Streamline web pages at www.ShipStreamline.com.

1.5 APPLICATION OF INTERMODAL CIRCULARS OF RAIL TRANSPORTATION PROVIDERS

Streamline arranges for rail transportation through contracts with North American rail transportation providers. These contracts are supplemented by the rail transportation provider’s published intermodal circulars, tariffs, directories, agreements, rules and other publications in effect at the time of shipment (each an “Intermodal Circular”).

All intermodal shipments transported through Streamline are subject to the Intermodal Circular of the rail transportation carrier providing the rail transportation. In their Intermodal Circulars, the rail transportation providers impose certain requirements, limitations and restrictions on shipments transported on their rail networks, including requirements relating to blocking and bracing, restrictions on certain types of cargo, limitations of liability, required data in shipping information, charges for failures to comply with requirements, and other matters.

Customers should obtain and be familiar with the Intermodal Circulars. Failing to comply with the Intermodal Circulars will result in penalties; additional charges and costs; shipping delays; liability for equipment, cargo, other property and personal injury; indemnification obligations; and other consequences discussed in these Terms and Conditions.

If customers are not sure which Intermodal Circular would apply, you should contact your Streamline customer service representative.

The following is a list of the Intermodal Circulars of significant rail transportation providers operating in North America. Please note that the Intermodal Circulars listed below may cross-reference other circulars, tariffs, directories, agreements, rules, publications and industry documents, each of which will also be considered included in the term “Intermodal Circular” as used in these Terms and Conditions. This list is accurate as of the time of publication of these Terms and Conditions but is subject to change to reflect changes in the listed publications made at the discretion of the rail transportation provider. Please check the latest issue of the rail transportation provider’s Intermodal Circular for current information.

<u>Provider</u>	<u>Internet Address</u>	<u>Intermodal Rules Circular</u>
Burlington Northern Santa Fe	www.bnsf.com/customers/pdf/2008 Intermodal R and PG.pdf	Rules & Policies Guide
Canadian National	www.cn.ca/en/shipping-intermodal-north-america-price-tarrifs.htm	CN 9200
Canadian Pacific	www.cpr.ca/en/ship-with-cp/how-you-can-ship/intermodal/Documents/intermodal-shipping-guide.pdf	Intermodal Shippers Guide
CSX Intermodal	www.csxi.com/share/csxiservices/main/docs/servdir1-REF10281.pdf	Service Directory No. 1
Florida East	www.fecrwy.com/sites/default/files/Intermodal%20Directory-Effective%202011-01-2011.pdf	Intermodal

Coast		Directory
Kansas City Southern	http://www.kcsouthern.com/en-us/Services/Documents/Tariffs/2011/03-04-11KCS9011GREVISION13.pdf	Rules Circular 9011-G
Norfolk Southern	www.nscorp.com/nscintermodal/Intermodal/Rules_Circular/intermodal_rules_circular.pdf	Rules Circular #2
Streamline	http://www.ShipStreamline.com	SLIA – Streamline Intermodal Agreement
Union Pacific	http://www.uprr.com/customers/intermodal/mita.shtml	Master Intermodal Transportation Agreement (Union Pacific Exempt Circular MITA-2 Governing Rules Circular)

As of the date of these Terms and Conditions, the Mexican Rail Carrier FXE has not posted an Intermodal Circular on its website.

1.6 NOTIFICATION OF OTHER INVOLVED PARTIES

By tendering freight to Streamline, customers represent and warrant that they will notify all persons or entities involved in the transportation, including the consignee, beneficial cargo owner, consignor, and other third parties, such as freight forwarders, freight brokers, third-party logistics providers, intermodal marketing companies and insurers, that these Terms and Conditions (or any different terms set forth in a written agreement signed by Streamline’s authorized representative) and the Intermodal Circulars (as defined below) apply to intermodal transportation provided through **Streamline**. Also in tendering freight to Streamline to arrange for transportation, all such persons and entities will be conclusively presumed to have agreed to the provisions of these Terms and Conditions (except to the extent of any different terms and conditions that Streamline has agreed to in writing) and the Intermodal Circulars.

1.7 EFFECT OF BILLS OF LADING AND OTHER DOCUMENTS ACCOMPANYING THE SHIPMENT

Any documents tendered with a shipment, such as a uniform bill of lading, motor carrier bill of lading or shipper bill of lading, even if signed by Streamline, will serve solely as a receipt indicating transfer of the shipment (but will not constitute Streamline’s or our transportation provider’s verification of the nature, condition, number or volume of the shipment’s contents). Any such documents that identify Streamline

as the carrier will not change our relationship with or obligations to you or the nature of our role in arranging for transportation services as an intermodal marketing company and as a transportation broker.

The terms of any such documents will be subordinate to the provisions of these Terms and Conditions and any written agreement signed by our customer and Streamline. Any change or notation made on the shipping instructions, bill of lading or other receipt or document that is in any way inconsistent with the provisions of these Terms and Conditions and any applicable written agreement that Streamline has signed will be considered as a notation made for the private benefit and information of the consignor or consignee and will not be binding.

2. RATES AND CHARGES

2.1.1 Obtaining a Rate Quote

Once Streamline has approved a customer for credit, the customer may obtain a rate quote by one of the following methods:

- (a) For repetitive pricing requests or bid pricing, request rates via email at streamlinepricing@up.com
- (b) For spot pricing or short-term project pricing, request a rate at quoteline@up.com or via the web at <http://www.ShipStreamline.com/webpricing/>
- (c) Contact your Streamline sales representative or Regional Sales Representative who will note the relevant information and forward to the Streamline Pricing Department for a rate quote.

Please note that, in order to be a valid rate offer from Streamline, the offer must be in writing and must be made by an authorized representative of Streamline's Pricing Department.

2.1.2 Information Needed for Rate Quote

The following information is required in order for Streamline to issue a rate quote:

- (a) Name of the shipper and consignee;
- (b) Origin and destination of shipment (please provide city, state, and zip codes);
- (c) The commodity being shipped;
- (d) The equipment size and type required;
- (e) Target rate if available;
- (f) Competitive information regarding how the freight is moving if available;
- (g) Any additional services required (extended free time, lumper, driver unload, etc).

2.1.3 Target Rate Requested. Issuance of Rate Quote

Streamline issued rate quotes to a particular customer, referred to as the "bill to" name, and differentiate rate quotes by the relevant shipment specifics, such as type of commodity, equipment size, origin/destination and other information required under Section 2.1.2. The rate quote will not apply to other "bill to" names or shipment types.

Unless otherwise stated in writing, the quote is subject to increase upon expiration. However, if no shipments are moved under the quoted rate within 30 days, Streamline reserves the right to cancel or re-quote the rate.

Streamline customers must specify the “bill to” name and shipment specifics at the time the request for transportation services is placed in order to be eligible for transportation under the active rate issued for that “bill to” name and shipment type.

2.1.5 Notification of Changes to Rates and Charges

Streamline reserves the right to change rates and charges without notice unless a written agreement to the contrary has been made. It is Streamline’s practice to provide customers with a minimum advance notice of five (5) days prior to an increase in rates and charges.

2.1.6 Confidentiality of Rate Quotes

All rate quotes that we issue are confidential. Streamline customers are not permitted to disclose or make available our rate quotes to persons or entities other than its employees and agents who need to know the rate quotes to perform their transportation-related obligations. During the time that the Streamline rate quote remains outstanding and in effect, neither Streamline nor our customer will disclose to persons or entities outside our respective organizations any confidential information obtained from the other party in connection with the issuance of a rate quote, including the rate levels, expected volume of traffic and origins and destinations. These confidentiality restrictions will not apply to information that is generally available to the public, which is independently developed by a party without use of the other party’s information, that was known to a party before disclosure by the other party, or that is obtained from another source without violation of any confidentiality obligations.

2.2 NO INTERMEDIATE POINT

Rates are from the origin to destination stated. Rates cannot be applied to or from intermediate points on the route from the stated origin to destination. Rates cannot be used in connection with stopping a shipment in transit at intermediate points for partial loading or unloading.

2.3 RESTRICTIONS ON RATES

Rates are valid only for the specific customer and shipment type (i.e., commodity, origin/destination and equipment size/type) quoted. Customers are not allowed to substitute different shipment types at the quoted rate level without Streamline’s written authorization. In addition, the rates only cover the services described in the rate quote. Additional charges may apply for services requested/performed in addition to those services included in the initial quote. Some of these services are described in Section 2.5 of these Terms and Conditions.

2.4 CONSEQUENCES OF MISAPPLICATION OF RATES OR MISDECLARED SHIPMENTS

If it is determined that the commodities actually shipped via Streamline are not those described in the shipping instructions, the customer must pay the transportation rates and all per diem and other charges based upon the commodities actually shipped. Misdeclared shipments also include shipments tendered for movement under a rate quote that does not apply to that shipment and empty containers tendered for movement as loaded. In addition to all other charges that may apply to that shipment or are assessed against it, and without limiting other remedies available to it, Streamline may assess and the customer will pay a \$1,000 administrative charge for each misdeclared shipment and any additional charges or penalties assessed by the underlying transportation providers in connection with the

misdeclared shipment. Shipments of hazardous materials, restricted commodities or prohibited commodities that are not declared as such are subject to greater misdeclaration charges assessed by Streamline and the underlying transportation providers. If misdeclarations continue, Streamline reserves the right to cancel the customer's rate quotes and refuse to provide service.

2.5 STANDARD ACCESSORIAL MATRIX

In addition to the linehaul rates, the transportation services are subject to the following charges for additional services. The latest intermodal accessorial matrix can be found at www.ShipStreamline.com and applies to accessorial services incurred in connection with intermodal transportation. The highway accessorial matrix below applies to accessorial services incurred in connection with highway transportation. Streamline will endeavor to provide notice when driver detention charges are incurred, but unless otherwise agreed to by Streamline in a written agreement signed by an authorized Streamline representative, Streamline will not be required to provide notice of any other accessorial charges. Upon your written request or if agreed to in a written agreement signed by an authorized Streamline representative, Streamline will provide you with a periodic report showing the number of days that trailers or containers have been used by you and subject to per diem or storage charges. Streamline may provide notice of these charges by facsimile, EDI, e-mail, telephone or by website posting. Streamline may also agree with you to provide such notice by another method. The customer will be responsible for the following accessorial charges to the extent incurred, whether or not Streamline provides any notice of them. The current Streamline Intermodal Accessorial Schedule is available at www.ShipStreamline.com

2.6 FUEL SURCHARGE – Weekly Adjustment

Except as otherwise provided in individual contracts or pricing agreements or in connection with particular rates or charges, all pricing documents will be subject to a Fuel Surcharge based on the percentage change in the Department of Energy's Retail On-Highway Diesel Price Index. The base value for this index is 1.253. This index is updated weekly and in the event changes warrant a new index, Streamline will use its best efforts to provide Shippers with a ten (10) day notice prior to application of the Fuel Surcharge. The Fuel Surcharge will be calculated by determining the percentage change between the base index and the most recent monthly average of the Retail On-Highway Diesel Price Index multiplied by UP's fuel weight. The percentage change will be measured by using the first three weeks of the month in those months that have 4 Monday's, and by using the middle three weeks in those months that have 5 Monday's. The Department of Energy Retail On-Highway Diesel Price Index can be retrieved from the Department of Energy at **202-569-6966** or accessed on the Internet at www.eia.doe.gov.

3. CREDIT AND COLLECTIONS

3.1 PRE-PAID SHIPMENTS

Customers that (a) choose to pay in advance of their shipments, (b) are required to pay in advance because Streamline has not had the opportunity to review their credit information for the establishment of open credit terms or (c) have not established credit privileges due to credit worthiness issues must submit their payment via lockbox submission or wire transfer. (Note: The amount quoted for a pre-paid

delivery may not include all of the accessorial necessary for moving the load. Please see Section 2.5 for a listing of our standard accessorial charges. Additional dollars may be due after the initial payment is made.)

Lockbox:

Streamline Inc
14671 Collections Center Drive
Chicago, IL 60693

ACH:

Available upon request. Inquiries should be sent to streamlinecredit@up.com

3.2 CREDIT APPLICATION

New customers must obtain Streamline’s credit approval before Streamline will arrange for transportation. The following information must be submitted to Streamline’s Credit Department or emailed to streamlinecredit@up.com.

Streamline – Finance
222 South 15th Street, Suite 402 South
Omaha, NE 68102

- (a) A completed credit application signed by an owner (in the case of a sole proprietor or partnership) or a corporate officer (in the case of a legal corporation or limited liability corporation) of the prospective customer.
- (b) “Bill To” information, including physical address, phone number, and contact name of the customer.

3.3 UPDATING OF CREDIT INFORMATION

Streamline may update customers’ credit information from time to time using available public information. In addition to public data, Streamline may request that customers provide additional financial data to demonstrate the customer’s creditworthiness. If customers tender freight to Streamline for transportation services, customers will be deemed to have consented to Streamline’s use of financial data about you to verify your creditworthiness.

3.4 REVOCATION OF CREDIT

Streamline reserves the right to revoke credit or to reduce a customer’s credit limit due to a change in credit worthiness, pay history or similar considerations.

3.5 PAYMENT TERMS / FINANCE CHARGE

Unless Streamline has agreed otherwise in a written agreement signed by a Streamline authorized representative and subject to Streamline’s credit approval, payment will be due within 15 days of invoice date. If an invoice is not paid on or before the due date, such invoice may be subject to a late charge from the date payable until payment in full at 1.5% per month, or such lesser amount as may

represent the maximum rate permitted by applicable law. If Streamline is required to utilize the services of a collection agency or attorneys to collect any amounts due, the customer will be responsible for reasonable collection costs, attorney fees, court costs and other reasonable expenses incurred in collecting amounts owed.

3.6 OFFSET PROHIBITED

A customer may not withhold payment as a set off, because of a dispute or claim with Streamline or its underlying transportation providers, including claims for overcharge, duplicate payment or other invoice-related disputes or claims for loss, damage or delay of freight or equipment.

3.7 CREDIT HOLD

Streamline will place an account on credit hold if satisfactory arrangements are not made on past due balances.

3.8 DISPUTE PROCEDURE FOR INVOICES

Customers must notify Streamline in writing of any dispute regarding a Streamline invoice, whether regarding linehaul rates, accessorial charges, fuel surcharge or other amounts, within sixty (60) days of the date of Streamline's invoice. If the customer fails to timely notify Streamline of the dispute, Streamline's original invoice will be deemed to be final, and the customer will be deemed to have accepted such invoice in full and to have waived any and all claims or defenses to paying such invoice. Disputes must be accompanied by reasonably detailed supporting documentation to facilitate efficient resolution. Streamline will work with its customers to resolve invoice disputes promptly. If Streamline fails to respond to a documented invoice dispute within sixty (60) days of the customer's notice, the dispute will automatically be deemed to be resolved in favor of the customer. As a condition precedent to collecting such a claim, customers must initiate arbitration or lawsuit for overcharges, duplicate payment, over-collection or other invoice-related dispute within eighteen (18) months of delivery or tender of delivery of the shipments involved.

4. NO TRANSIT OR EQUIPMENT GUARANTEES

4.1 STREAMLINE'S MONITORING OF SHIPMENTS

Streamline monitors the progress of your shipments using our automated systems and data from the transportation providers. The data that we endeavor to collect from the transportation providers includes verification that the shipment has been picked-up, estimated arrival time, information about delays affecting the shipment and automated rail carrier car location messages. Using this information, Streamline tracks the shipments and make this information available to you through our track and trace systems available through our website at www.ShipStreamline.com. This information will not prevent or alleviate delays but should enable you to better plan for the arrival of your shipment.

Web access to tracing information can be requested by emailing webaccess@Streamline.uprr.com. Obtaining access to our track and trace systems requires that you apply for a password and user identification code and agree to maintain the confidentiality of such codes and comply with other website terms and conditions. It may require up to two business days for these codes to be issued.

4.2 NO LIABILITY FOR TRANSIT DELAYS

Streamline will use commercially reasonable efforts to obtain on-time performance from the underlying transportation providers; however, unless otherwise agreed to by us in writing before the time of shipment, Streamline and the underlying transportation providers do not guarantee adherence to any particular transit schedule and will not be liable for failure to transport any shipment by any particular schedule or in time for any particular market or appointment. Streamline can assist you in working to improve substandard performance by any underlying transportation provider. Improving on-time performance may require a change in the transportation provider and may affect the rates assessed for transportation services.

4.3 NO EQUIPMENT AVAILABILITY GUARANTEES

Unless otherwise agreed to in a writing signed by our authorized representative, Streamline does not guarantee equipment availability.

5. RESPONSIBILITIES OF USERS OF TRANSPORTATION SERVICE

5.1 SHIPPING INSTRUCTIONS

Customers must provide accurate, proper and complete shipping instructions in a form acceptable to us and accurately identify the commodities being shipped. To prevent errors and delays, these instructions must be provided in writing, such as through an EDI tender, web tender or e-mail transmission, to the Streamline office arranging for the transportation. Your Streamline customer service representative can provide you with information regarding our shipping instruction requirements. Streamline and the underlying transportation providers will rely on the information that you provide and its accuracy and completeness. All shipping instructions should include the following information:

- (a) Name of the Customer (i.e., the entity to be invoiced);
- (b) Telephone number of Customer's office providing the shipping instructions;
- (c) Commodity description (and STCC code if available); Please see Section 5.3.1 for more information on the specificity required in commodity descriptions.
- (d) Container identification number (e.g., EMHU 480001);
- (e) Lading weight (weights should be exact, not estimates);
- (f) Name, address and contact numbers (telephone and facsimile) of the origin location;
- (g) Name, address and contact numbers (telephone and facsimile) of the destination location;
- (h) Any special routing or handling instructions if such special routing and handling has been pre-approved; and
- (i) Seal number on the equipment (if available).
- (j) Origin and Destination terminal
- (k) Beneficial Owner

5.2. CANCELLATION, CORRECTIONS AND OTHER CHANGES TO ORIGINAL SHIPPING INFORMATION

5.2.1 General

Cancellations, corrections or other changes to previously submitted shipping instructions must be submitted in writing to the Streamline Operations group. You should also call your customer service representative by telephone to notify them of the need to change or correct the shipping instructions.

The e-mail, web tender or EDI cancellation must clearly indicate the intention to either cancel the shipment or correct the original instructions. Sending a new set of shipping instructions without notifying us that it is a correction or change to an existing order will result in a duplicate shipment because Streamline will believe the revised shipping instructions to be a new order. Corrections must specify the original and corrected shipping instructions. Streamline reserves the right to assess an administration and handling charge for each correction or cancellation. See Streamline Standard Accessorial Matrix section 2.5

5.2.2 Cancellations

Customers may cancel a shipment any time before the motor carrier is dispatched for pick-up. Customers should submit the cancellation request sufficiently in advance to allow Streamline to notify the motor carrier of the cancellation before the driver is dispatched to the origin location. Your Streamline customer service representative can help you determine the amount of advance notice needed to cancel a shipment. If the cancellation request is not timely submitted, Streamline will nevertheless use commercially reasonable efforts to accommodate the cancellation request. Additional charges may apply per Streamline's Standard Accessorial Matrix.

5.2.3 Corrections to Shipping Information other than Origin, Destination or Notify Party

Corrections to data included in previously submitted shipping instructions other than changes to the origin or destination information can be made at any time before the shipment is delivered to its final destination. Please see section 5.2.1 above for more information about correcting shipping instructions. Additional charges may apply per Streamline's Standard Accessorial Matrix.

5.2.4 Corrections to Origin

A request to change the origin must be received sufficiently in advance to allow Streamline to inform the motor carrier before dispatch to the original origin. Your Streamline customer service representative can help you determine the amount of advance notice needed to correct the origin of a shipment. After the carrier has arrived at the origin point, additional charges may apply per Streamline's Standard Accessorial Matrix.

5.2.5 Corrections to Ramp Destination – Intermodal Shipments

After an intermodal shipment has been loaded on the train, changes to the ramp destination will not be possible. If the change in destination is not made before the intermodal shipment has been loaded on a

train, the shipment will move on the route required by the shipping instructions originally submitted by you, and you must submit shipping instructions for movement from the ramp destination originally specified to the desired destination. Streamline's customer service group can provide assistance in arranging transportation from the original destination to the corrected destination. Additional charges may apply per Streamline's Standard Accessorial Matrix.

5.2.6 Corrections to Final Destination

A request to change the final destination for intermodal shipments must be received sufficiently in advance to allow Streamline to inform the dray carrier before dispatch to the destination ramp. A request to change the destination for a highway shipment must be received sufficiently in advance to allow Streamline to inform the motor carrier before arrival at the destination. Your Streamline customer service representative can help you determine the amount of advance notice needed to correct the final destination of a shipment. If the shipment has already been delivered to the original destination, you will be responsible for the transportation charges to the original destination as well as transportation charges from the original destination to the changed final destination. If the destination is changed while the carrier is in transit, out of route mileage additional charges may apply per Streamline's Standard Accessorial Matrix.

5.2.7 Expenses Associated with Changed or Cancelled Instructions and Limitation on Streamline's Liability

In any event, Streamline will not be liable if its attempts to cancel a shipment or implement corrections are unsuccessful. Additional charges may apply per Streamline's Standard Accessorial Matrix.

5.3. COMMODITY DESCRIPTIONS

5.3.1 Need for Specific Commodity Descriptions

Customers must provide detailed and accurate descriptions of commodities due to the heightened focus on transportation security. Descriptions such as "FAK (Freight All Kinds)," "SLAC (Shippers Load and Count)," chemicals, household goods, sporting goods and consolidated cargo are no longer acceptable. Those descriptions are too vague and do not specifically describe a commodity. Customers should avoid use of vague catch-all phrases and industry jargon. An example of an improved description may be "golf clubs" and "golf balls" instead of "sporting goods"; or "television sets" instead of "electronics." Failing to provide accurate and detailed descriptions may result in delays at the origin pick-up or rail point. Additional charges may apply per Streamline's Standard Accessorial Matrix.

5.3.2 No Liability for Mis-declared or Mis-described Freight

In any case where Streamline or the underlying transportation provider reasonably determine you have mis-declared or mis-described freight, neither we nor the underlying transportation providers will have any liability for any loss or damage to that freight that in any way results, directly or indirectly, from such mis-declaration or mis-description or that could have been avoided had such freight been accurately and completely declared or described in accordance with these Terms and Conditions. Such

shipments will also be subject to the provisions of Section 2.4 and other provisions of these Terms and Conditions.

5.4 CROSS BORDER SHIPMENTS

Special rules and requirements apply to shipments that must cross the borders between the United States and Canada or Mexico. Additional time should be allowed for Streamline and its transportation providers to process shipping information on cross-border shipments. The rail transportation providers assess additional charges for shipments that do not comply with Customs requirements or that must be set-off from the train in transit due to inspection, paperwork or other Customs-related issues. It is your responsibility to become aware of and comply with applicable customs and import, export and transportation laws, rules, practices and regulations of the governmental authorities of the countries involved in a shipment; to complete all required documentation; and to apply and pay for all licenses, permits or authorities required by governmental authorities to conduct the business and transportation contemplated by you.

By tendering freight to Streamline, customers will be conclusively presumed to agree to cooperate and to require the beneficial cargo owners, consignors and consignees to cooperate reasonably with each other, Streamline and the underlying transportation providers in defending against claims or proceedings by governmental authorities alleging violations of customs, import, export, border crossing, transportation or related laws or regulations or breach of customs bond conditions. Such cooperation will include investigating the allegations; searching for and providing relevant shipping, customs and other documents; obtaining signatures for applicable customs and other documents; providing sworn affidavits relating to the movement of cargo and equipment and similar matters; and, if required, providing witnesses to testify at legal proceedings.

For intermodal shipments, Streamline and the underlying rail transportation provider will hold shipments at the origin ramp or at intermediate ramps or may prevent the shipment from entering the terminal gate if customs information and other documentation are not provided at the time that the container or trailer arrives at the origin terminal. The customer will be responsible for all origin storage charges, equipment per diem use charges and other costs until complete and accurate documentation is received. You must meet any established deadlines for such documentation in order to meet the train cut-off time and be transported in accordance with the anticipated schedule. Your Streamline customer service representative is available to provide information about documentation requirements, the responsibilities of the various entities involved in the transportation and applicable deadlines for shipment documentation.

There will be delays if the Customs agency in Mexico, Canada or the United States decides to inspect a shipment. The customer is responsible for all drayage, loading and unloading charges; customs brokerage costs; filing costs; and other costs associated with the government inspections or documentation requirements with respect to cross-border shipments.

For more information, you should review the applicable Intermodal Circulars (please see Section 1.5 for website addresses for such circulars) and contact your Streamline customer service representative.

5.5. HAZARDOUS SHIPMENTS

5.5.1 Applicability of Federal Regulations

All shipments of hazardous materials and hazardous substances are subject to, and you must comply with, United States Department of Transportation (“DOT”) regulations, 49 CFR Parts 100 to 185, and the Transport Dangerous Goods Regulations/Canada and to any further restrictions found in the Bureau of Explosives’ Tariff No. BOE-6000 series as in effect on the date of shipment. The BOE-6000 Series can be ordered through the following website:

www.boepublications.com/6000U.html.

5.5.2 Shipping Information for Hazardous Materials

In tendering a shipment of hazardous materials to Streamline, customers must do all the following:

(a) Provide accurate and complete shipping information for the hazardous materials as required by law, including a shipper’s certificate addressing the following:

- i. Proper shipping name of the hazardous material as listed in 49 CFR §172.101 (Hazardous Materials Table), or any successor regulation, and any technical chemical name (if applicable);
- ii. The primary hazard class to which the commodity is assigned and any subsidiary risk;
- iii. The UN/NA number assigned to the material;
- iv. The packing group code assigned (if applicable);
- v. Reportable Quantity (if applicable);
- vi. Emergency response telephone number as required by 49 CFR 172.602. This number must be manned 24 hours a day by a person who is knowledgeable about the materials being shipped and has comprehensive emergency response information or can immediately access a person who has this information. The emergency response information that must be available through such telephone number must include:
 1. Proper shipping name of the material;
 2. Immediate hazards to health;
 3. Risk of fire or explosion;
 4. Immediate precautions to take in case of an incident;
 5. Methods of handling fires;
 6. Methods for handling spills or leaks; and
 7. Preliminary first-aid information.
- vii. Emergency response information such as a materials data info sheet or emergency response guidebook; and
- viii. Whether the commodity is a marine pollutant (if applicable).

(b) Certify that the materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation in accordance with DOT regulations.

(c) Affix to the trailer or container the proper placards identifying the type of hazardous material in the trailer or container.

(d.) All placards must be placed on the container or/trailer such that they are completely visible, when viewing container from the side of the intermodal car.

(e.) Must comply with AAR Intermodal Loading Guide

Please note that a notation on a bill of lading is not sufficient to comply with the foregoing requirements.

Streamline is not responsible for reviewing any shipping instructions provided by you, for classifying commodities to a hazardous materials class or for verifying whether the commodity is subject to any hazardous materials regulation or is properly classified. Information regarding hazardous materials can be obtained through the website of the Department of Transportation. If you have questions regarding Streamline's processes for hazardous materials shipments, you may contact your customer service representative.

5.5.3 Consequences of Failure to Comply with Procedures

Failure to disclose to Streamline the presence of hazardous materials or to comply strictly with the requirements for transporting hazardous materials will relieve Streamline and its transportation providers of any liability for loss or damage directly or indirectly caused to or by the hazardous materials. The customer will be responsible for and will defend, indemnify and hold harmless Streamline and the underlying transportation providers for any liabilities, costs and expenses arising out of your failure to properly declare the presence of hazardous materials or to comply strictly with the requirements for transporting hazardous materials. Furthermore, any hazardous materials found to have been mis-declared may be warehoused at your risk and expense or destroyed without compensation. In addition to all other charges that may apply to that shipment, the customer will be responsible for any penalties or charges assessed by the underlying transportation provider arising out of your failure to comply with hazardous materials requirements. For instance, Union Pacific Railroad Company may assess a charge of \$3,000 for any shipment of hazardous materials that is not declared as containing hazardous materials. See UPRR - MITA Item (530)

5.5.4 Surcharge for Hazardous Materials Shipments

Streamline assesses a surcharge on shipments of hazardous materials. The surcharge as of the date of these Terms and Conditions is \$230 per intermodal shipment containing hazardous materials and \$300 per highway shipment containing hazardous materials for shipments originating and destined to locations within the continental United States. This surcharge is applied to each shipment governed by the Department of Transportation's hazardous materials regulations, 49 CFR Parts 100 to 185. All intermodal equipment types and sizes are subject to the surcharge. The per shipment hazardous materials surcharge will be assessed in addition to all applicable freight charges and will appear as a separate line item in invoices sent to customers.

Shipments originating or destined outside the continental United States are subject to a Hazardous Materials Surcharge dependent on specific commodities and weight, provided on an individual shipment basis.

5.6. RESTRICTED AND PROHIBITED COMMODITIES

5.6.1 General Information about Restricted and Prohibited Commodities

The rail transportation providers have specific rules regarding the type of freight that they will carry as well as the additional documentation necessary for shipping of these restricted or prohibited commodities. These rules are specified in detail in the Intermodal Circulars.

Any commodity that is prohibited by the rail carriers for transportation is also prohibited for intermodal or highway transportation arranged by Streamline. Prohibited commodities include hazardous wastes, garbage, explosives, metal coils, scrap metal or parts and sodium compounds or other commodities that would reasonably be expected to contaminate or otherwise render the trailer or container unsuitable for future shipments.

Any commodity that is classified as “restricted” by the rail carriers is also considered “restricted” for intermodal or highway transportation arranged by Streamline and subject to special procedures in order to be eligible for transportation. Restricted commodities include bulk commodities, rolled paper, household goods, metal banding, dense metal items, rubber shavings, tire fabric, over-dimension loads, currency, postage stamps and mail. Other commodities such as freight that could be considered to pose a safety or health issue, is easily perishable, is considered to be of extraordinary value, or needs temperature protective services may also be subject to limitations or special requirements. Before tendering any such freight for transportation, customers must make prior arrangements with Streamline. If customers are unsure as to whether or not your commodity has special requirements for shipment, please contact either your sales or pricing representative or the Director of Freight Claims. Streamline will be glad to coordinate your special needs with the underlying transportation providers.

The commodities listed above are not an exhaustive list of restricted and prohibited commodities.

5.6.2 Consequences of Tendering Prohibited or Restricted Commodities in Violation of these Terms and Conditions

Failure to disclose to Streamline the presence of restricted commodities or to comply strictly with the requirements for transporting restricted commodities will relieve Streamline and the underlying transportation provider of any liability for loss or damage directly or indirectly caused to or by the restricted commodities. Likewise, Streamline and the underlying transportation providers are not liable for loss or damage directly or indirectly arising out of your tendering prohibited commodities to Streamline or for any loss or damage to any prohibited commodities or to any restricted commodities tendered without strict compliance with the procedures set forth in these Terms and Conditions. The customer will be responsible for and will defend, indemnify and hold harmless Streamline and the underlying transportation providers for any liabilities, costs and expenses arising out of your (a) tendering of any prohibited commodity for transportation, (b) failure to properly declare any restricted commodity or (c) failure to comply strictly with the requirements for transporting restricted commodities. In addition to the special rate applicable to any restricted commodity and all other charges that apply to that shipment and costs to repair, restore and decontaminate any container or chassis used to transport any restricted or prohibited commodity, the customer will be responsible for any penalties or charges assessed by the underlying transportation provider.

5.7 REFRIGERATED AND TEMPERATURE CONTROLLED SHIPMENTS

Upon a customer’s prior written request, Streamline will arrange for transportation of shipments requiring protection from heat or cold at a special rate for such transportation services. Such services are subject to the limitations of liability and will be considered restricted shipments as established by the underlying transportation provider. Streamline will not be liable for the performance, condition, inspection, refueling or return of the temperature-controlled equipment or for commodities shipped using temperature-controlled equipment or devices (such as thermal blankets or cargo quilts) in

any event, whether or not the shipping instructions or bill of lading note that the shipment requires protection from heat or cold. Shipper assumes all liability for damage and spoilage due to incorrect thermostat setting, or malfunction of any temperature controlled devices, units, recorders, or gauges on the Trailer(s), this includes but is not limited to refrigerant and fuel.

See equipment standards for temperature control , inspections and charges for each of the underlying rail transportation providers.

5.8. LOADING, BLOCKING AND BRACING REQUIREMENTS

5.8.1 Applicable Standards

Unless arrangements are made for the transportation provider to provide loading, blocking and bracing services at the time of the customer's request for pricing or before the freight is tendered for shipment, the customer will be responsible for causing all freight to be loaded, blocked and braced in accordance with industry standards for the intended mode of transportation.

For intermodal transportation, all shipments must be loaded, blocked and braced in accordance with Association of American Railroad standards. You are also responsible for complying with the Intermodal Safe Container Act. You should also ensure that commodities are wrapped with waterproof materials to prevent wet damage to the freight in transit.

The Intermodal Loading Guide for Products in Closed Trailers or Containers and various other publications of the AAR provide guidance on appropriate loading, blocking and bracing techniques. For a complete listing of Damage Prevention and Loading Services publications, contact Railinc at 919-651-5000 or www.railinc.com or contact the AAR:

The Association of American Railroads
50 F Street NW
Washington, DC 20001-1564
(202) 639-2100

Your Streamline claims department or sales representative can provide you with the loading standards of the underlying transportation provider.

5.8.2 Acceptance of Container Not a Waiver

The transportation providers have the right to reject any shipment that does not comply with these requirements. Acceptance of a sealed container for transportation does not constitute a waiver of your liability or of Streamline's or the underlying transportation provider's right to seek indemnity from you for noncompliance with your loading obligations or to exercise other rights and remedies. Nor does it cause Streamline or the underlying transportation provider to be responsible for any loss or liability related to such shipment. The presence during loading or participation by an employee or agent of any transportation provider will not in any way change or lessen your responsibility to properly and adequately package, load, unload, secure, block and brace the freight within the container or trailer.

5.8.3 Weight of Lading; Gross & Axle Overweight Conditions

The weight of the freight should be evenly distributed in the container or trailer, and the freight should be restrained adequately to prevent it from exerting excessive pressures against doors, walls, or ends of

the containers that might cause their failure. The loaded weight must not exceed the limit set forth in the equipment manufacturer's plates and may not exceed the weights specified weights by each transportation provider.

Rail owned or controlled or Shipper furnished Intermodal Units must comply with all state, federal Department of Transportation (DOT), and Federal Highway Administration (FHWA) regulations. In addition all vehicles must comply with the Intermodal Safe Container Transportation act of 1992. A shipper who tenders an overweight vehicle will be subject to charges published herein, per vehicle, and also will arrange for and incur all costs of adjusting the shipment's weight, and will be responsible for all applicable storage charges

In loading heavy or concentrated weight commodities, no more than 25,000 pounds may be distributed over any 10 linear feet within the container. On freight with small supporting bases, no more than 3,500 pounds may be concentrated on a floor area of less than 25 square inches (minimum dimension 3.1 inches by 8 inches), with such areas no closer than 35 inches to one another.

You are responsible for complying with the Intermodal Safe Container Act and all applicable state and local requirements regarding shipment weights, including foregoing and applicable weight limitations per axle.

Keep in mind that for intermodal shipments, the placement of the axles on the chassis used for the delivery of the container from the destination rail terminal to the final destination may differ from the axle placement on the chassis used for pick-up from the consignor to the origin rail terminal. Such differences must be taken into consideration when loading the container.

Neither Streamline nor the underlying transportation provider will be responsible for any weight violation. The customer will be responsible for all costs arising out of the overweight condition of the equipment, including fines or penalties charged by a governmental authority, repair of damaged equipment, storage, redelivery charges, loss or damage to freight, and adjustment and transload services.

Forklifts or other equipment, when loaded or empty, should not exceed the floor rating of the container or trailer being loaded. In many cases, the floor rating may be found on the door of the container or trailer.

5.8.4 Consequences of Improper Loading

Loads that shift in transit because they were not properly prepared for shipment will be reloaded, re-secured or adjusted in the equipment or transloaded into other equipment, at our customer's expense. Streamline will work with the underlying transportation provider and our customer in an effort to minimize the expense and delay due to such adjustment or transloading of the freight, and upon your request, will facilitate communications with the underlying transportation providers to provide the customer (and its consignor) with information and guidance so that it will be able to properly prepare future shipments. If a load shift occurs during transportation and it is determined that improper or insufficient loading, blocking and bracing proximately caused the load shift, Streamline and the underlying transportation providers may hold our customer liable for all expenses and charges arising from the load shift, including the repair of damaged equipment, loss or damage to freight, fines, penalties and adjustment and transload services. See Streamline's Standard Accessorial Matrix.

If a transportation provider is cited and fined for noncompliance with highway weight laws, that transportation provider will have the right to recover incurred costs from the parties that caused the container or trailer to be overloaded or improperly loaded.

5.9. SHIPPER'S RESPONSIBILITY TO COUNT AND SEAL THE TRAILER OR CONTAINER

5.9.1 Shipper Load and Count

All loads are considered shipper load and count and consignee unload unless arrangements are made at the time of the request for pricing or before the freight is tendered for shipment. The consignor is responsible for specialized stamp or form as a delivery receipt for a shipment will not invalidate any other form of delivery receipt obtained by the underlying transportation provider. Furthermore, a consignor's or consignee's failure to record the seal number of a shipment will not render Streamline or the underlying transportation provider liable for shortage in that shipment.

5.9.2 Sealed Shipments

Ordinarily, the underlying transportation providers will not accept liability for shortages unless there is physical evidence of unauthorized entry into the freight vehicle while it was in the possession of the underlying transportation provider. The underlying transportation providers will require that shortage claims be supported by seal records and actual loading and unloading records. Even in connection with shipments for which the driver performed the freight count, if the seal was intact upon delivery, any shortage claim is likely to be declined unless there is physical evidence of unauthorized entry into the freight vehicle while it was in the possession of the underlying transportation provider.

By tendering the shipment to Streamline for transportation, you agree that the transportation provider may break the seal on a trailer or container if it determines that it is reasonably necessary to do so to inspect, reposition, or protect the cargo or the transportation equipment or to comply with federal, state, municipal, or provincial laws, rules, and regulations.

The consignee may not refuse delivery of a shipment solely because the seal on the container or trailer is broken. Any refusal to accept delivery will be subject to the provisions of Section 7.5.2.

5.10 INSPECTION OF EQUIPMENT

All empty equipment provided for loading should be inspected prior to loading to ensure that it is in suitable condition to protect and preserve the freight during transit. This inspection, at a minimum, should include closing the doors and inspecting for any light that would indicate that the unit structure is compromised. Customers should promptly notify Streamline of any rejected equipment. If an investigation reveals that defects in equipment could reasonably have been discovered prior to loading, any claim for loss or damage will be declined.

5.11 USE OF EQUIPMENT

If Streamline arranges for containers or trailers to be dropped at a location for your convenience and left unattended by the motor transportation provider, you will be responsible for any loss or damage to the equipment occurring during or as a result of the possession or use of the equipment by you or your consignees or consignor or their agents or employees.

Equipment use is subject to the Uniform Intermodal Interchange agreement (UIIA). www.uiia.org. In the case of an unloading pool, it is your responsibility to report any owner responsible damage as stated in UIIA section E. within 6 days of the receipt of the equipment. Any unreported damage after the 6th day will be your responsibility.

6. LIABILITIES

6.1 FORCE MAJEURE

Streamline and the transportation providers will be excused from performing obligations to you if Streamline or the transportation provider is prevented or delayed by force majeure conditions beyond our or its reasonable control, including fire or explosions; lockouts, strikes, slowdowns, labor shortages or disturbances; acts of God, including floods, hurricanes, tornadoes, earthquakes, unusually severe weather and natural disasters; war, insurrection, terrorism or riots; acts of the public enemy; acts of governmental authority; embargo; congestion or service issues affecting the transportation providers; and epidemics or quarantine restrictions.

6.2. LIABILITY FOR FREIGHT LOSS, DAMAGE OR DELAY

6.2.1 Streamline's Liability

Streamline will be liable for loss or damage to freight to the extent that it is proved that our negligence or willful misconduct in arranging for transportation of the freight was the proximate cause of the freight loss or damage and then only to the extent, on a comparative basis, that the loss or damage was caused by our negligence or willful misconduct. Liability under 49 U.S.C 14706 (the Carmack Amendment) does not apply to us.

Unless Streamline has expressly agreed otherwise in a written agreement signed by our authorized representative, Streamline is not liable for any freight loss or damage caused by the services of the underlying transportation provider or arising out of the negligence or intentional misconduct of the underlying rail or motor transportation provider. The negligence or intentional misconduct of the transportation provider will not be imputed to us.

In no event will our total liability for freight loss or damage exceed \$250,000.00 per container or trailer unless a higher limitation is agreed to in writing signed by our authorized representative before the time of shipping.

Our maximum liability for freight loss or damage will not exceed the liability of the party tendering the freight for transportation. Streamline also will be entitled to any lower limitations of liability applicable to the shipment, including limitations under an ocean bill of lading.

No freight claim liability will be entertained if the shipment is inspected and found not to comply with the most recent version of the AAR Intermodal Loading Guide for Products in Closed Trailers and Containers. For a complete listing of Damage Prevention and Loading Services publications contact

Railinc at (919) 651-5218 or contact the AAR: Association of American Railroads, Operations and Maintenance Department, Damage Prevention and Loading Services, 50 F Street, NW. Washington, DC 20001 or <http://www.aar.org>.

6.2.2 Underlying Transportation Provider Liability

The underlying transportation providers will be liable for loss or damage to freight to the extent provided under the terms of and subject to the procedures set forth in these Terms and Conditions, the applicable Intermodal Circular or the contract between Streamline and the transportation provider, or if not covered in these Terms and Conditions, the applicable Intermodal Circular or the Streamline contract, under federal transportation law.

Unless Streamline or the highway carrier have expressly agreed otherwise in a written agreement signed by an authorized representative, the liability of any highway carrier engaged by Streamline for loss or damage to freight will be limited to \$100,000.00 per container or trailer.

The limitations of liability established by the U.S. and Canadian rail transportation providers in effect as of the date of these Terms and Conditions are subject to change without notice. If you would like information regarding the Intermodal Circulars of the major rail transportation providers, you can review the Intermodal Circulars at the website addresses listed in Section 1.5. Customers may also contact your customer service representative or freight claims representative.

6.2.3 Defenses to Liability for Freight Loss or Damage

Neither Streamline nor the underlying transportation providers will be liable for the following: (1) damage to freight or equipment to the extent due to packaging, loading, unloading, blocking, bracing or securing of the freight; (2) inherent vice or defect in the freight transported, including rusting of metals, swelling of wood caused by humidity, moisture or condensation, deterioration of perishable products, or damages caused by heat or cold; (3) force majeure events as described in Section 6.1; (4) an act, omission or default of any customer, shipper, consignor, consignee, beneficial owner or other third party logistics provider; (5) shipments stopped and held in transit at your request; or (6) loss or damage of freight that violates any federal, state or local law, ordinance or regulation or that has been loaded in a container or trailer so that the combined weight of the chassis, container or trailer and the freight exceed 65,000 pounds.

6.2.4 Liability outside the USA and Canada

Freight loss and damage occurring while in the possession of underlying transportation providers in Mexico are subject to Mexican law and the rules and policies of the Mexican carriers, which differ substantially from the law, rules and policies applicable in the United States. Streamline is not liable and U.S. or Canadian underlying transportation providers generally provide that they are not liable for freight loss or damage that occurs while the freight is in the possession of an international or domestic carrier in Mexico. Furthermore, Streamline does not assume any liability for, and our insurance coverage does not extend to cover, shipments outside the United States or Canada. While we will use commercially reasonable efforts to facilitate the filing of your freight claims with the underlying Mexican carriers, it has been our experience that freight loss or damage claims in Mexico are subject to substantial delays and irregular processing. Streamline encourages customers to work with their insurance providers to insure that you have adequate coverage for freight moving outside the United States and Canada.

6.3 STREAMLINE'S LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE

Streamline is not liable for any injury (including death) to persons or damage to property, including loading docks, facilities or other property, that arises out of the negligence, willful misconduct or other acts or omissions of the transportation providers or others in the course of the transportation services that we arrange at your request. Streamline is only liable for personal injury or property damage to the extent that it is proved that Streamline's negligence or willful misconduct in arranging for transportation of the freight was the proximate cause of the personal injury or property damage and then only to the extent, on a comparative basis, that the injury or damage was caused by Streamline's negligence or willful misconduct.

7. FREIGHT CLAIM PROCESSING

7.1 STREAMLINE'S ASSISTANCE WITH FREIGHT CLAIMS PROCESSING

Streamline will use commercially reasonable efforts to assist and cooperate with our customer to investigate and process any freight loss or damage claims against the underlying transportation providers and any claim for damage to our customer's property occurring in the course of the transportation services rendered to such customer. Streamline will encourage the underlying transportation providers to pay, settle or disallow all claims within 120 days of filing and to provide an explanation for any declined claim. If the claim is not processed and disposed of within 120 days after receipt, Streamline will provide our customer with status updates upon request. Streamline reserves the right to assess an administrative charge for Streamline's assistance to the customer in handling freight claims.

7.2 NOTIFICATION OF DAMAGES

If a shipment arrives with visible or obvious damage or loss of cargo, the customer must notify Streamline promptly (in no event later than the time limit established in the applicable Intermodal Circular) in writing advising Streamline of the nature and extent of the loss or damage. Prompt notification is required to enable Streamline to comply with its underlying agreements with the transportation providers, to allow the removal of damaged trailers and containers from further use until repairs can be made, and to permit Streamline and the transportation providers to inspect the shipment. The transportation providers may consider you to have waived and released the claim if there is a failure to provide this prompt notification. The customer will (or will cause its consignee to) preserve and make available to Streamline's or the transportation provider's inspectors all damaged cargo, all cargo received in good condition and all packaging, blocking, bracing and security devices to assist the inspectors in determining the cause of the damage or loss. Failure to inspect damaged cargo for whatever reason will not change the burden of proof or your obligation to mitigate damages nor will it be considered an admission of liability by Streamline or the transportation provider. For claims please email streamlineclaims@up.com or contact your customer service representative.

7.3 TIME LIMITS ON FREIGHT CLAIMS

Generally, the transportation providers require that freight claims be submitted to them in writing no later than nine months after the date of delivery or in the case of a lost shipment, nine months after the expected delivery date. Motor transportation providers generally require that you initiate lawsuits on freight claims within two years after any portion of the claim is disallowed. Through the Intermodal Circulars, the rail transportation providers impose different time limits for initiating lawsuits on a freight claim, ranging from six months after disallowance to eighteen months after delivery. The transportation providers will not pay freight claims that do not meet these time limits.

Should our customer wish for us to seek recovery for freight loss or damage from the underlying transportation provider or believe that we are directly liable for a freight claim, as a condition precedent to recovery, the customer must submit the claim to our freight claims department within nine months of date of delivery or in the case of a lost shipment, within nine months of the expected delivery date. The claim should include the information set forth below. If the freight claim is not timely filed, Streamline and the underlying transportation providers may consider your failure to timely file the claim as a release by you of Streamline and the underlying transportation providers from responsibility to pay that freight claim, and your claim may be declined. After expiration of these time periods, customers may proceed by filing the written claim directly with the applicable transportation provider, but Streamline has no responsibility for the timeliness of the filing or the payment or processing of that claim.

Should our customer believe that we are directly liable for a freight claim that has not been resolved, as a condition precedent to recovery, the customer must institute an arbitration proceeding against us to recover on a claim for damage or loss of freight transported within five (5) months from the date of the original written disallowance of the claim or any portion of it from us or the underlying transportation provider. The same time limit will apply to any lawsuit brought by the customer. If the suit or arbitration on a freight claim is not timely initiated, we will consider your failure to timely file the claim as a release of us by you from responsibility for that freight claim, and we will not be liable for and will not process or pay that claim.

We have these time limits due to the deadlines imposed on us by the underlying transportation providers discussed above. Our time limits are intended to allow us time to resubmit your claims with the underlying transportation provider within the deadlines imposed by the Intermodal Circulars or our agreements with the transportation providers.

7.4 COMPUTATION OF DAMAGES

Streamline's liability for loss, damage or shortage of freight will not exceed the actual loss or damage to the freight minus the salvage value of the freight, subject to the \$100,000.00 per vehicle limit and other applicable limitations. Amounts for which we are not liable include loss of or damage to any goods not identified in the transportation documents, loss of or damage to any dunnage, freight charges, attorneys' fees and brokerage fees, fines, import duties or other charges on shipments intended for export.

Streamline will not, under any circumstances, be liable to any customer, supplier, consignor, consignee, beneficial owner, third party logistics provider or any other party for consequential, special or indirect damages, lost profits, lost savings, punitive damages, losses due to fluctuations in the freight's market value, exemplary damages or attorney's fees or interest relating in any way to services performed or arranged by us, or to loss, damage or delay of freight, regardless of whether we were aware of or reasonably or otherwise could have foreseen any such damages.

In any legal proceedings with respect to a freight claim, you must prove, among other matters and at a minimum, that (1) the freight was in good condition, properly prepared for transportation, appropriately packaged, loaded, blocked and braced in accordance with industry standards (which for intermodal shipments are the AAR guidelines) or as specifically approved by the underlying transportation provider, within the vehicle at the time the shipment was tendered by you to the underlying transportation provider; (2) the freight arrived at destination in a damaged or diminished condition; and (3) the amount of damages due for the freight claim can be specified.

7.5. MITIGATION OF LOSS/UNCLAIMED OR REFUSED FREIGHT

7.5.1 Duty to Mitigate

It is important to remember that according to general claims practice; it is the consignee's obligation to mitigate any losses. Therefore, the consignee should accept damaged freight, and if the consignee is unable to salvage the freight, the freight should be made available to the underlying transportation provider for salvage. If the consignee is unable or unwilling to assist in mitigating the loss, Streamline will notify our customer of the refusal and follow our customer's direction regarding the freight, including shipping it to a location designated by our customer for further handling. Costs associated with complying with our customer's direction will be billed to the customer. See Streamline's Standard Accessorial Matrix.

7.5.2 Consequences of Failing to Accept Freight

If for any reason whatsoever, the consignee refuses the freight or the customer refuses to give timely direction about the disposal of freight rejected by the consignee, Streamline may, without further notice or demand, place the freight in storage at the risk and expense of the freight and our customer. Such stored freight will be subject to a lien in favor of Streamline for any charges. By tendering freight to us to arrange for transportation, you will be conclusively presumed to have granted such a lien to Streamline. Streamline may exercise the foregoing rights at any time after 48 hours have elapsed since notification of the arrival and availability of the freight at destination or of the consignee's rejection of the freight.

Alternatively, Streamline or the underlying transportation provider may sell the freight to the highest bidder in a public or private sale. Before such a sale of nonperishable freight is made, Streamline will first give written notice to our customer that the freight has been refused or unclaimed and that it will be subject to sale if disposition is not arranged for within three (3) business days. Further failure or refusal to claim or dispose of the freight within this time period will constitute a waiver by you of all right, title and interest in and to the freight and all rights, claims, notices and defenses with respect to the freight to the maximum extent permitted by applicable law.

If the receiver of perishable freight fails or refuses to accept it promptly, Streamline may, in a public or private sale, sell the freight to the best advantage to prevent deterioration. Where the procedures provided for in the two preceding paragraphs are not possible, Streamline may sell the freight as authorized by law.

Streamline will be entitled to recover from our customer, and/or from the proceeds of a sale or disposal of the freight, all costs incurred as a result of the customer's or the consignee's failure to accept delivery of the freight or to provide direction about disposal of rejected freight, including all storage fees, equipment use charges and costs of disposal.

7.5.3 Salvage Obligation

Customers are required to use all reasonable and good faith efforts to mitigate your damages from any freight loss or damage. These efforts will include salvaging the goods in a commercially reasonable manner and repackaging and relabeling the freight. If you prevent or refuse to sell or allow the sale of damaged freight, Streamline may deduct our reasonable estimate of the salvage value of the damaged freight from the amount of the claim against the transportation provider and us. In that case, you will be bound by the reasonable salvage deduction determined by Streamline. Furthermore, Streamline may recover from our customer and/or from the proceeds of a sale of the freight (or deduct from the claim) all costs incurred as a result of the customer's or the consignee's rejection and the customer's failure to provide direction or to sell or permit the sale of the freight, including all storage fees and costs of disposal. Notwithstanding the foregoing, if the freight is offered to us for salvage, we are entitled to, but are not required to, undertake salvage efforts. If Streamline, in our discretion, determine that we will not undertake salvage efforts, we in no way waive our right to assert our claim that you failed to mitigate damages by customer's failure to take efforts to salvage the freight.

7.6 CLAIM ASSIGNMENT

Streamline is not liable for freight loss or damage to any person or entity other than our customer and will not process a freight claim brought by any person or entity other than our customer. If a customer wishes to assign a claim to the beneficial owner of the freight or other interested party, the customer must execute and deliver to us an assignment of rights in a form acceptable to us that assigns all of the customer's rights in the freight claim to the other party.

7.7 CLAIM FILING

Freight Claims should be submitted to the address below or emailed to streamlineclaims@up.com.

Streamline – Finance
222 South 15th Street, Suite 402 South
Omaha, NE 68102

When submitting a claim, the following items must be included. Failure to provide all of the following information within the time limit set forth in Section 7.3 may be considered a waiver and release of the claim by the transportation provider:

(a) A demand for payment of a specified dollar amount determined in accordance with these Terms and Conditions. This demand should include documentation to verify the amount of the demand such as certified copies of repair invoices or actual product costs. If the freight has not been invoiced to the consignee or the invoice does not show the price or value, or the freight has not been sold but transferred at bookkeeping values only or has been shipped on consignment or approval or is otherwise involved in an inventory or stock to stock transfer, the demand should include documentation and certification of the actual value of the freight;

- (b) Information to identify the shipment such as unit number, date of shipment, origin and destination of the shipment, shipper's, consignee's and notify party's names, and bill of lading number;
- (c) Legible copies of shipping instructions, the delivery receipt and other shipping documents;
- (d) Applicable salvage allowance;
- (e) Legible copies of the loading and unloading tally denoting contents and quantities of each of the cartons, crates, boxes, pallets or shipping units involved in the shipment and seal record (particularly for shortage claims);
- (f) Supporting documentation detailing the nature of the damage or loss (such as photographs supporting the method of bracing, or actual damage to equipment), proof-of delivery, reports, and receiving records. Note that photographs should show the loaded container (with the equipment number visible) at the time the damage or loss was noted, as well as the condition of the equipment that is believed to have caused the damage or loss and the damaged goods themselves. Photos only of damaged goods after they have been unloaded from the container do not indicate how the goods were damaged.
- (g) Origin records or certification as to the condition and quantity of freight at the time received from the destination transportation provider;
- (h) Shipper import declaration (if applicable); and
- (i) Evidence that the shipment was properly loaded, blocked, braced and secured for the selected mode of transportation.

Since documents, photographs and other information sent by facsimile are often illegible or may not be available in an electronic format suitable for e-mail, Streamline recommends that you send freight claims by mail, expedited delivery (such as FedEx) or personal delivery. Providing legible and complete documentation will expedite the processing of the claim.

8. GENERAL PROVISIONS

8.1 SEVERABILITY

If a court of competent jurisdiction finds that any provision of these Terms and Conditions is invalid or unenforceable, such provision will be ineffective as to such jurisdiction, without invalidating the remaining provisions of these Terms and Conditions or affecting the validity or enforceability of such provision in any other jurisdiction. Furthermore, if such provision could be more narrowly drawn so as not to be invalid or unenforceable in such jurisdiction, it will be so narrowly drawn as to such jurisdiction, without invalidating the remaining provisions of these Terms and Conditions or affecting the validity or enforceability of such provision or any other provision in any other jurisdiction.

8.2 WAIVER

A failure by Streamline to enforce strictly any provision of these Terms and Conditions will not be construed to be a waiver of that provision or as excusing future performance in accordance with the provisions of these Terms and Conditions.

8.3 CUMULATIVE REMEDIES

All remedies hereunder are cumulative, are in addition to any other remedies provided for by law or in equity, and, to the extent permitted by law, may be exercised concurrently or separately, and the exercise of any one remedy will not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. Without limiting the generality of the foregoing, Streamline's assessment or collection of an administrative charge or other fee set forth in these Terms and Conditions will not affect or limit Streamline's right to exercise any other right and remedy.

8.4 AMENDMENTS TO THESE TERMS AND CONDITIONS

Streamline may change or replace these Terms and Conditions from time to time without advance notice by posting the revised Circular on our website. Customers are advised that the terms, conditions, charges and services on the date of tender of the shipment will apply and will have a continuing obligation to obtain and be aware of the version of these Terms and Conditions in effect on the date of tender. The current version of these Terms and Conditions may be obtained from your customer service representative or from our website at www.ShipStreamline.com.

8.5 VARIATIONS FROM RULES

Other than changes to these Terms and Conditions by Streamline, these Terms and Conditions may be amended, modified, waived, or varied only through a written agreement signed by a duly authorized representative of Streamline.

8.6 I NTERPRETATION

Specific provisions in these Terms and Conditions take precedence over general provisions. The use in these Terms and Conditions of the term "including" means in every instance "including, but not limited to." The headings in these Terms and Conditions are for convenience of reference only and will not govern or affect the interpretation of any of the provisions of these Terms and Conditions. Terms used in the plural will include the singular and vice versa.

8.7 GOVERNING LAW

Except as otherwise agreed by Streamline in a writing signed by its authorized representative, any dispute arising in connection with the transportation and other services provided by Streamline will be governed by and interpreted in accordance with federal transportation laws, rules and regulations and to the extent not in preempted, the laws of the State of Ohio, without giving effect to any choice or conflict of law rules.