ALL AMERICAN LOGISTICS INC

BROKER-SHIPPER TRANSPORTATION AGREEMENT

This Broker-Shipper Transportation Agreement ("Agreement") is entered into as of ____________________ ("Effective Date"), by and between:

All American Logistics Inc, with its principal place of business at 4263 E North Ave, Fresno, CA 93725 ("Broker"), MC# 653824, and

Shipper: ____

____, with its principal place of business at ________________________________ ("Shipper").

Broker and Shipper may each be referred to individually as a "Party" and collectively as the "Parties."

1. Recitals

Broker is a licensed property broker authorized by the Federal Motor Carrier Safety Administration (FMCSA) to arrange for the transportation of freight by qualified, licensed motor carriers. Shipper wishes to engage Broker, from time to time, to arrange for the transportation of Shipper's freight. Broker does not itself transport freight, does not take title to or physical possession of any shipment, and acts solely as an intermediary arranging transportation through third-party motor carriers.

2. Scope of Services

Broker will arrange for the transportation of freight tendered by Shipper by selecting and engaging qualified, licensed motor carriers from Broker's carrier network. Each shipment shall be governed by a rate confirmation, quote, or booking confirmation (each, a "Shipment Confirmation") specifying origin, destination, equipment type, commodity, agreed rate, and other shipment-specific terms. In the event of a conflict between this Agreement and a Shipment Confirmation, the Shipment Confirmation shall govern for that specific shipment only. Broker is under no obligation to accept any particular shipment, and Shipper is under no obligation to tender any particular volume of freight to Broker.

3. Shipper Responsibilities

Shipper represents and warrants that, for each shipment tendered to Broker:

- All information provided regarding the freight — including but not limited to weight, dimensions, commodity description, classification, and any hazardous material designation — is accurate and complete;
- Freight is properly packaged, labeled, and prepared for transportation in accordance with applicable industry standards and regulations;
- Shipper (or its agent) will load and secure freight in a safe and proper manner, and will be responsible for any loss or damage resulting from improper loading, packaging, or securement;
- Shipper will provide accurate and complete pickup and delivery location information, contact names, and hours of operation;

- Shipper will not misrepresent or conceal the nature, value, or condition of any freight tendered for transportation.

4. Rates and Payment Terms

Shipper shall pay Broker the rate set forth in the applicable Shipment Confirmation for each shipment. Unless otherwise agreed in writing on a specific Shipment Confirmation:

- Standard payment terms are Net 30 — payment is due within thirty (30) days of Broker's invoice date;
- Accessorial charges not included in the base rate will be billed separately in accordance with the minimum rates set forth in Section 5 or as otherwise agreed in writing, including but not limited to: truck ordered not used (TONU); waiting time; extra stops; redelivery; and re-routed freight;
- Invoices not paid within the payment term shall accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, and Shipper shall be responsible for Broker's reasonable costs of collection, including attorneys' fees;
- Broker reserves the right to require prepayment, a credit application, or other assurance of payment before accepting shipments from Shipper, and to suspend service or hold future shipments in the event of past-due amounts.

5. Accessorial Charges

Broker may bill Shipper for accessorial charges as set forth below, which are minimum charges. The rate specified in a given Shipment Confirmation may be higher than the minimums below if agreed in writing, but shall not be lower than the applicable minimum unless Broker agrees otherwise in writing for that specific shipment.

- Truck ordered, not used (TONU) — no less than $250 flat, if Shipper cancels a shipment after a carrier has been dispatched;
- Waiting time — no less than $50 per hour, after two (2) hours free at pickup or delivery;
- Extra stops — no less than $100 per additional stop beyond those specified in the Shipment Confirmation;
- Redelivery — no less than $150, if a delivery attempt fails due to Shipper's or consignee's error and a second attempt is required;
- Re-routed freight — no less than $200, plus any additional mileage or fuel cost actually incurred, if Shipper requests a change in destination after a shipment is already in transit.

Broker will provide Shipper with documentation supporting any accessorial charge (e.g., a signed Bill of Lading, delivery receipt, or driver log showing time-stamped arrival and departure) upon request. Accessorial charges will be included on Broker's invoice to Shipper and are due under the same payment terms as freight charges under Section 4.

6. Broker's Role and Limitation of Liability

Shipper acknowledges that Broker is a transportation broker and not a motor carrier, and that Broker does not itself transport, load, unload, or take physical possession of any shipment. Broker's role is limited to selecting and arranging qualified, licensed, and insured motor carriers to perform the actual transportation. Except as expressly set forth in this Agreement, Broker shall not be liable for any loss, damage, delay, or injury to cargo arising from the acts or omissions of the motor carrier actually performing the transportation, provided Broker exercised reasonable care in the selection of that carrier.

Broker shall maintain contingent cargo and broker's liability insurance and shall use commercially reasonable efforts to select motor carriers that maintain cargo and auto liability insurance consistent with industry standards. Broker's aggregate liability to Shipper under this Agreement, if any, shall not exceed the actual freight charges paid by Shipper for the shipment giving rise to the claim, except in the case of Broker's gross negligence or willful misconduct.

7. Cargo Claims

Shipper shall report any cargo loss, damage, or delay claim to Broker in writing as soon as reasonably possible, and in any event within nine (9) months of delivery (or, in the case of failure to make delivery, within nine (9) months after a reasonable time for delivery has elapsed), consistent with 49 U.S.C. § 14706 (Carmack Amendment) and its implementing regulations. Broker will reasonably assist Shipper in submitting and pursuing such claims against the responsible motor carrier and its insurer, but Broker does not guarantee recovery and is not itself the insurer of the freight.

Broker is a transportation broker and is not responsible for cargo loss, damage, or delay claims arising from the acts or omissions of the motor carrier that actually transported the shipment. Any such claim is the responsibility of the motor carrier and its insurer, and Shipper's recourse for such a claim is against that carrier, not Broker. Shipper shall not withhold, offset, or delay payment of any freight charges owed to Broker on account of a pending, disputed, or unresolved cargo claim, whether or not that claim is ultimately determined to be valid. Broker's payment obligations to carriers, and Shipper's payment obligations to Broker, are independent of the outcome of any cargo claim.

8. Limitation of Cargo Value

Unless otherwise agreed in writing, the released and declared value of any shipment tendered under this Agreement is limited to the standard cargo liability coverage carried by the motor carrier performing the transportation, which is One Hundred Thousand Dollars ($100,000) per shipment. If Shipper requires coverage in excess of $100,000 for a given shipment, Shipper must request such additional coverage in writing on the applicable Shipment Confirmation or rate confirmation prior to pickup, and any such request is subject to Broker's and the carrier's ability to accommodate it, which may include an additional charge. In the absence of such a written request, the standard $100,000 limitation shall apply to that shipment, regardless of the shipment's actual value.

9. Insurance

Broker shall maintain contingent cargo liability insurance and broker's errors and omissions or equivalent liability coverage in commercially reasonable amounts. Shipper is responsible for maintaining any additional cargo insurance it deems necessary to fully protect the value of its freight, particularly for high-value, fragile, or specialized commodities, and for requesting additional coverage under Section 8 above where the value of a shipment exceeds the standard limitation.

10. Non-Solicitation

During the term of this Agreement and for a period of twenty-four (24) months following its termination, Shipper shall not directly or indirectly solicit, contact, engage, or accept transportation services from any motor carrier that was introduced to Shipper through Broker, without Broker's prior written consent, except through Broker as intermediary. This includes contacting such a carrier to arrange, negotiate, or tender freight outside of Broker, whether or not for a lane or shipment similar to one previously arranged by Broker.

If Shipper violates this Section, Shipper shall pay Broker, as liquidated damages and not as a penalty, an amount equal to twenty-five percent (25%) of the gross revenue of each and every shipment tendered directly between Shipper and the carrier at issue, for the entire twenty-four (24) month period referenced above. This charge is in addition to, and not in lieu of, any other remedy available to Broker at law or in equity.

11. Confidentiality

Each Party agrees to keep confidential all rates, pricing, business terms, and other proprietary information disclosed by the other Party in connection with this Agreement, and shall not disclose such information to any third party without prior written consent, except as required by law.

12. Term and Termination

This Agreement shall commence on the Effective Date and continue until terminated by either Party upon thirty (30) days' prior written notice to the other Party. Either Party may terminate this Agreement immediately upon written notice in the event of a material breach by the other Party that remains uncured for ten (10) days following written notice of such breach. Termination of this Agreement shall not affect the Parties' rights and obligations with respect to any shipment tendered and accepted prior to the effective date of termination, nor shall it affect Sections 4 (Rates and Payment Terms), 5 (Accessorial Charges), 6 (Broker's Role and Limitation of Liability), 7 (Cargo Claims), 8 (Limitation of Cargo Value), 10 (Non-Solicitation), 11 (Confidentiality), and 14 (Governing Law and Dispute Resolution), which shall survive termination.

13. Independent Relationship; No Exclusivity

This Agreement does not create an exclusive relationship between the Parties. Shipper may engage other brokers or carriers, and Broker may provide services to other shippers, including those that may compete with Shipper.

14. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law principles, and applicable federal law, including the Carmack Amendment where applicable. Any dispute arising under this Agreement shall be resolved in the state or federal courts located in California, and the Parties consent to the exclusive jurisdiction and venue of such courts.

15. Entire Agreement; Amendment

This Agreement, together with all Shipment Confirmations issued hereunder, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement may be amended only by a written instrument signed by both Parties.

16. Signatures

BROKER: All American Logistics Inc

Signature: ____

Printed Name: ____

Title: ____

Date: ____

SHIPPER:

Signature: ____

Printed Name: ____

Title: ____

Date: ____