

GMG TRANSPORTATION, CORP. (GMG) OPERATES SOLELY AS AN INTERSTATE PROPERTY BROKER, AS DEFINED IN 49 U.S.C. § 13102(2) AND 49 C.F.R. § 371.2(a). IN ARRANGING FOR THE TRANSPORTATION OF FREIGHT ON BEHALF OF SHIPPERS GMG DOES NOT ACT IN THE CAPACITY OF A MOTOR CARRIER, FREIGHT FORWARDER OR OTHER TYPE OF CARRIER.

The Terms and Conditions set forth herein shall apply to all loads of freight that GMG arranges to be transported by motor carrier. These Terms and Conditions are subject to change at any time without notice. Interested parties should refer to the Terms and Conditions available on GMG's website at www.gmgtransport.com for the most current version, which will apply to all loads of freight arranged during the period in which such terms are in effect.

These Terms and Conditions are in addition to those of the carrier(s) engaged by GMG to transport the Customer's cargo as well as the carriers' bill of lading terms. In the event of any inconsistencies or conflicts between the carriers' terms and conditions and/or its bill of lading terms, and these Terms and Conditions, these Terms and Conditions shall prevail.

Section 1 – Scope and Applicability of Terms and Conditions.

1.1 Applicability of Terms and Conditions. By offering, tendering or referring freight to GMG to arrange its transport by motor carrier, all parties, whether such party is acting as a shipper, consignor, receiver, consignee, freight forwarder, broker, intermediary, 3PL, 4PL, carrier, freight agent or otherwise (all of which will be referred to hereafter for convenience as a "Customer") acknowledge and agree that these Terms and Conditions apply to any and all freight that any Customer or other party refers to GMG.

1.2 Acknowledgment of Broker Status. By offering, tendering or referring freight to GMG, Customer acknowledges and agrees that GMG is an interstate property broker, as such term is defined in 49 U.S.C. § 13102(2), 49 C.F.R. § 371.2(a) and 49 C.F.R. § 386.2, and that GMG does not hold itself out or operate, in any other capacity.

Section 2 – Services.

2.1 Arranging for Freight to be Transported via Motor Carrier. GMG's service as a property broker is limited solely to arranging for, but not actually performing, transportation of freight. Further, in its sole discretion, GMG may perform or arrange for others to perform such other, ancillary or additional services as may be requested by the Customer, including, but not limited to, storing and packing of goods for which GMG is arranging transport. In the event GMG performs or arranges for others to perform such ancillary or additional services, Customer expressly waives any claim that GMG acted in any capacity other than as a property broker so as to be deemed liable in any way whatsoever for any loss or damage to goods, unless the direct consequence of the gross negligence or

willful misconduct of GMG's employees which actually performed such ancillary or additional services, but in no event shall GMG be liable, in any manner whatsoever for the negligent performance of such services by third-parties engaged by GMG to provide the services.

2.2 COD Service/Collect Shipments.

a) The carriers that GMG arranges to transport freight are independent from GMG and GMG does not and cannot control the means by which the carriers perform their duties with respect to a load of freight, or the extent of ancillary services the carriers are willing to provide. Therefore, GMG can only arrange collection or "cash-on-delivery" ("COD") services if the carrier(s) selected to meet the shipments' route, rate, equipment and other requirements agree to accept COD shipments. Any request for a COD shipment must be in writing and receipt of a written request without objection shall not bind GMG to honor it in the absence of a carrier agreeing to provide COD service.

b) On any freight collect shipment the shipper(s) shall nevertheless remain liable for the payment of the charges for transportation of the freight or ancillary services, in the absence of timely payment of such charges by the consignee(s), whether or not the shipper signs Section 7 or any other non-recourse provision of any bill of lading or other document.

2.3 Bills of Lading.

a) GMG's role with respect to any freight tendered is that of an interstate property broker. Accordingly, each carrier with whom GMG arranges to haul Customer's freight is required to issue or adopt a bill of lading in compliance with 49 C.F.R. § 373.101. Such carrier's name and MC# should be listed on any and all bills of lading. If GMG's name is inadvertently or otherwise listed on a bill of lading or other shipping document as the carrier, or in any capacity other than as a "third-party bill to" party or as a broker, such listing shall be deemed to be for convenience only and shall not change or be construed as, altering or modifying GMG's role as acting solely as an interstate property broker.

b) The bill of lading issued by the carrier or carriers, with which GMG arranges to transport Customer's goods, or may be deemed to have issued, solely governs and covers the transport of the goods. If, in the alternative, Customer or a third-party acting on behalf of Customer, including without limitation GMG, issues its own bill of lading or other transportation document which the carrier accepts when taking custody of the shipment, it shall be deemed a delivery receipt only and its terms shall not in any way govern the carriage of the goods. All transportation arranged by GMG shall be subject solely to the terms and conditions maintained by the carrier engaged to transport the shipment and these terms and conditions.

Section 3 - GMG'S RELATIONSHIP WITH CARRIERS.

ON ANY LOADS FOR WHICH GMG ARRANGES FREIGHT HEREUNDER, THE CARRIER(S) THAT GMG ARRANGES TO TRANSPORT SUCH FREIGHT IS INDEPENDENT FROM GMG AND THE

RELATIONSHIP BETWEEN GMG AND ANY SUCH CARRIERS IS THAT OF AN INDEPENDENT CONTRACTOR. THE CARRIER(S) ARRANGED BY GMG CONTROL THE MEANS AND MANNER AS TO HOW EACH SUCH CARRIER PERFORMS ITS RESPONSIBILITIES. GMG HAS NO RIGHT TO CONTROL THE MEANS OR MANNER AS TO HOW ANY CARRIER OR OTHER PERSON OR ENTITY PERFORMS ITS RESPONSIBILITIES, NOR WILL GMG ATTEMPT TO CONTROL THE MEANS OR MANNER BY WHICH A CARRIER OR OTHER PARTY DOES SO.

Section 4 – Rates and Information Communicated to GMG.

4.1 Information Pertaining to Freight. Customer acknowledges it has the sole duty and responsibility to provide GMG timely and accurate information regarding its cargo, including, but not limited to, pick-up and delivery locations, description of the cargo, including, but not limited to, the nature and type of the goods being shipped, dimensions, weight, special handling, temperature, storage, and/or security requirements, safe handling, especially concerning food, drug and other perishable goods and hazardous and dangerous goods, together with the proper labeling and packing of the cargo, suitable for the nature of the cargo and mode of transport necessary for the safe transport of the cargo. All pertinent information, labeling and packing shall be compliant with all applicable state and federal statutes and regulations.

4.2. Rate Quotes and Estimates. Rate quotes provided by GMG are merely estimates and are prepared based upon the type of freight, dimensions and weight, and other information pertaining to the freight provided by Customer. Actual charges may vary based upon the characteristics of the cargo, conditions applicable to any shipment of freight and the appropriate equipment needed to transport the cargo. Customer agrees to pay any increase between the rate actually charged by GMG and any quote or estimate provided by GMG. GMG shall not be liable for any difference or variation in the amount of a quote/estimate and the amount actually charged for arranging transportation of freight for a Customer.

4.3 Rate Quotes Based on Standard Service, Reasonable Dispatch. All rate quotes are based on the carrier proceeding with reasonable dispatch and without any guaranteed time for pick-up or delivery and without any special, extraordinary or additional services, unless other services are specifically agreed to in writing by the carrier with which GMG arranges for transportation of the freight. GMG will request that the carriers through which it arranges transport proceed in transporting the freight with reasonable dispatch in compliance with any and all applicable safety regulations, including, but not limited to, those regulations pertaining to hours of service. GMG will communicate requested pick-up, delivery and transit times to such carriers; however, stated or requested transit times, pick-up dates and times and delivery dates and times are estimates and may vary based upon numerous factors.

GMG makes no guaranty of any pick-up, delivery or transit times, as GMG does not have a right to control, nor can or will it control the means or manner in which the carriers that it arranges to transport the freight perform their duties. GMG's estimates of transit times do not take into account weekends, holidays, weather or other conditions; but, rather are based upon standard business days.

4.4 Packing. In tendering the shipment for carriage, the shipper warrants and guarantees that the shipment is packaged to protect the enclosed goods and to insure safe transportation with ordinary care and handling and that each package is appropriately labeled, and is in good order for carriage as specified consistent with the nature of the cargo and otherwise in compliance with applicable statutes and regulations, including without limitation, hazardous and dangerous goods regulations governing the transport of goods and the Food Safety Modernization Act.

4.5 Other Rate Terms and Conditions.

a) Quotes extended by GMG more than five (5) days prior to pick-up of a load of freight are no longer binding and are subject to change.

b) Customer agrees to pay GMG for any and all additional charges, plus a reasonable markup, if a shipment is not ready to be loaded and hauled at the appointed time agreed to with the carrier.

c) In addition to any rates, fees or amounts charged to Customer by GMG, Customer shall also be liable for and responsible to pay any permit fees, in-bond storage charges, warehouse charges and all other fees, costs, assessments and charges pertaining to any in-bond shipments and Customer, the shipper, consignee, beneficial owner of the freight, or any other party with an interest in the freight shall be jointly and severally liable to defend, indemnify and hold GMG harmless from any such charges.

Section 5 – GMG Relationship with Carriers.

GMG's relationship to any carriers with whom it arranges to transport Customer's freight is and shall at all times be that of an independent contractor and no facts, agreements or other considerations shall be construed to be inconsistent with that status. No term or provision of any agreement with a carrier or any act or omission of GMG or a carrier shall be construed for any purpose to express or imply any joint venture, partnership, principal/agent, master/servant, fiduciary, employer/employee or other relationship between GMG and a carrier, other than that of an independent contractor relationship. No employees or other agents of a carrier shall be construed under any circumstance to be the employees, servants, or agents of GMG, Customer, the shipper/consignor, the consignee, or any "bill to" party. Neither a carrier, nor any of its employees or agents, shall have any authority to act on behalf of GMG or to alter in any manner any contractual or other relationship of GMG with Customer, shippers/consignors, consignees, or any other person or entity.

Section 6 – Cargo Loss, Damage or Delay Claims.

6.1 No liability For Loss, Damage or Delay Claims.

GMG, being a broker, shall have no liability to Customer or to any shipper, consignee or any person or entity holding or claiming any interest in freight that GMG arranges to be transported for any loss, damage or delay in delivery of cargo. Customer, for itself and any of its customers, vendors, shippers, consignors, receivers, consignees, or any others claiming a beneficial or other interest in any subject freight and any of their respective insurers, successors, and assigns, agrees to look solely to any carrier arranged by GMG to transport the cargo for recovery of any loss, damage or delay in delivery of such freight, and agrees to hold GMG harmless with respect to any claims for loss, damage or delay for itself and any of its customers, vendors, shippers, consignors, receivers, consignees, their respective insurers, successors, and assigns, or others claiming a beneficial or other interest in any cargo.

All claims for loss, damage or delay must be submitted to the carrier(s) that transported the cargo, in compliance with the carrier(s) bill of lading terms and conditions, which are incorporated herein by reference to the extent not in conflict with these Terms and Conditions. GMG may, in GMG's sole discretion, assist Customer or others in pursuing claims for loss, damage or delay but is not obligated to do so and shall not be subject to any liability for doing so or otherwise with respect to any such claim.

If GMG does aid in processing a claim or pays any amount to Customer or other interested party in connection with a cargo loss, damage or delay claim, GMG shall not be deemed to have assumed any liability for the claim. Such payment shall solely constitute consideration for the assignment of the claim to GMG by the Customer, and Customer warrants and guarantees it shall promptly execute an assignment of the claim upon GMG's request, together with any other necessary or proper documents required to effect the assignment.

Notwithstanding anything else contained in these Terms and Conditions, no claim shall be considered for adjustment until all charges due for invoices issued to the Customer for freight and related charges and services, whether in connection with the shipment(s) which is the subject of the claim or prior shipments have been paid in full, without setoff or deduction.

6.2 Broker's Limitation of Liability for Any Loss, Damage or Delay Claim.

a) Should any court or other tribunal find GMG to be liable for the loss of or damage to any freight that GMG arranges to be hauled despite the provisions of the foregoing section 6.1, then, in any such event or case or for whatever reason GMG may somehow be held or found to be liable for any claim for loss, damage or delay in delivery of freight, any such liability of GMG shall be limited to the **LESSER** of: a) an amount equal to \$0.50 per pound of the item(s) of freight actually damaged; b) a refund of the freight charges applicable to the specific load lost and/or damaged; c) the repair cost of the damaged freight; d)

the replacement value of the damaged freight; e) the actual value of the damaged freight.

b) In addition to, and notwithstanding the foregoing, if Broker is found liable for loss, damage or delay in the delivery of freight to used machinery or equipment its liability shall be \$.10 per pound, not to exceed a maximum of \$4,500.00. For purposes of this Section 6.2, used machinery or equipment is any such cargo that is not new.

c) Customer may declare a greater value for the freight, which must be communicated in writing directly to GMG (and not just to the carrier arranged by GMG) at least forty-eight (48) hours in advance of pick-up of the subject freight. GMG's retains the right, in its sole discretion, to decline to accept to arrange for the carriage of the cargo on the basis of the Customer's declaration of value. Should GMG accept to arrange the transport of the cargo on the basis of the declaration of value it shall be subject to the payment by the Customer of a supplemental freight rate, as is determined by GMG in its sole discretion and the supplemental freight rate is actually paid to GMG by Customer. **A DECLARATION OF VALUE IS NOT INSURANCE AND DOES NOT AUTOMATICALLY ESTABLISH AN AMOUNT WHICH THE CUSTOMER MAY RECOVER, AND DOES NOT IN ANY WAY NEGATE THE PROVISIONS OF SECTIONS 6.2(a) and (b). THEREFORE, IN THE EVENT OF A CLAIM BASED ON THE DECLARATION OF VALUE SHIPPER MUST PROVIDE ACCEPTABLE EVIDENCE SUPPORTING THE VALUE DECLARED.**

d) **NOTWITHSTANDING ANYTHING ELSE CONTAINED IN THIS AGREEMENT, SHOULD GMG BE FOUND LIABLE IN ANY WAY WHATSOEVER FOR ANY CLAIM BY THE CUSTOMER, IN NO EVENT SHALL GMG BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS OR BUSINESS, WHETHER OR NOT GMG KNEW OR SHOULD HAVE KNOWN SUCH DAMAGES MIGHT ARISE.**

Nothing contained in this Section 6.2 shall be intended or construed as applying to claims against a carrier, with which Broker arranges to transport Customer's cargo, for loss, damage or delay in delivery of freight. All such claims are strictly between the carrier and the Customer and subject to the carrier's bill of lading contract of carriage terms, carrier's standard terms and conditions, if any, and applicable statutes and regulations.

6.3 Force Majeure. GMG shall not be liable for any claims for delay in, or non-delivery of freight for any reason, including without limitation, which is the result of an occurrence or event that is outside of the control of GMG and/or the carrier(s) that GMG arranges to transport the freight, including, but not limited to, such causes as severe weather, fires, explosions, vandalism, floods, natural disasters and catastrophes, highway accidents, roadway blockage, closures and/or rerouting, traffic congestion, fuel shortages, acts of God, war or enemy action, threats or acts of

terrorism, civil commotion, riots or insurrection, epidemics, rerouting, or other similar occurrences or events.

6.4 HAZMAT Loads. Should Customer request that GMG arrange for transportation of freight that constitutes hazardous materials, whether such materials meet the definition contained in 40 C.F.R. § 261.1 *et seq.* or other definitions or designations, Customer shall notify GMG of the same; and, Customer shall comply with all applicable laws and regulations relating to the transportation of hazardous materials, including, but not limited to, those defined in 49 C.F.R. § 172.800, § 173 and § 397 *et seq.* Customer shall further defend, indemnify and hold GMG harmless from any penalties or liability of any kind, including reasonable attorney fees, arising out of Customer's failure to comply with applicable hazardous materials laws and regulations.

6.5 Canceled Loads. If Customer requests that GMG arranges for a carrier to transport a load of freight and such load is subsequently canceled or delayed beyond the requested pick-up time and the carrier arranged by GMG has sent a truck or equipment or has otherwise incurred expenses in connection with such load, Customer agrees to pay to GMG the amount of costs and expenses incurred by such carrier, plus ten-percent (10%) of such amount. Customer acknowledges that GMG will pass along to such carrier ninety-percent (90%) of the amount paid by Customer to GMG.

6.6 Delay/Detention in Loading at Origin, Unloading at Destination or Inability to Deliver. In the event of failure or inability of the consignee to take delivery of the shipment, GMG will notify the shipper in writing at the address shown on the freight bill and request disposition instructions. If the shipper fails to provide disposition instruction within thirty (30) days of GMG's notice, forwarder may, upon thirty (30) days written notice to shipper, dispose of the shipment at public or private sale and pay itself out of the proceeds to satisfy the transportation charges and disposal charges owing on the shipment. Any sums collected by GMG in excess of such charges will be paid to the shipper. No sale or disposal pursuant to this rule will discharge any liability or lien to any greater extent than the proceeds thereof. The shipper and consignee shall remain liable, jointly and severally for any deficiency.

Section 7 – Payment.

7.1 Liability For Payment. The shipper and consignee shall be jointly and severally liable for all unpaid charges due on account of any shipment, current or past and whether or not the cargo is in the possession of GMG or the carrier that transported the cargo, pursuant to the terms hereof, and to pay or indemnify GMG for all claims, fines, penalties, damages, costs or other sums which may be incurred by GMG by reason of any violation of any of these conditions of contract or any other default of the shipper, consignee or their agents.

7.2 Payment, Interest On Delinquent Accounts, etc. GMG shall invoice Customer and Customer shall pay GMG for its services in arranging for the

transportation of freight in accordance with the rates and charges agreed to between GMG and Customer. Unless otherwise agreed to in writing, upon approval of Customer's credit, all charges owing to GMG are due to be paid within thirty (30) days of the invoice date, without any deduction or setoff, no matter the cause. Should an invoice remain unpaid and delinquent for ninety (90) days or more, in such event any discount reflected in the original invoice shall become null and void and the full, undiscounted charges shall then be due. **THE PRECEDING ONLY ADDRESSES THE PRESERVATION OF ANY DISCOUNT AFFORDED CUSTOMER BEYOND THE INVOICE PAYMENT DUE DATE. UNDER NO CIRCUMSTANCES SHALL THE FOREGOING BE CONSTRUED AS EXTENDING OR WAIVING, IN ANY WAY WHATSOEVER, THE REQUIREMENT THAT ALL INVOICES ARE DUE AND PAYABLE WITHIN THIRTY (30) DAYS OF THE INVOICE DATE.**

GMG shall apply Customer's payment to the invoice(s) specified on the remittance advice, if any. Otherwise GMG may apply payments to such invoice(s) or other amounts owing from Customer as GMG deems appropriate in its sole discretion. If any charges owing to GMG are not paid within thirty (30) days of the invoice date, interest shall accrue on the amounts owing at the rate of 1.5% per month, or the highest legal limit of interest allowable by law by the State of New York at the time the debt arose. Customer shall also be liable to pay GMG for any and all costs incurred by GMG in collecting the amounts owing, including, but not limited to, attorney fees.

7.3 GMG Enforcement of Rights of Carrier; Lien. Should Customer fail to pay GMG the full amount owing to GMG within the time period provided for herein and GMG has paid the carrier(s) with which it arranged for transportation of Customer's freight, GMG shall be deemed to have received an assignment of all of the carrier's rights under the bill of lading or other transportation documents or as provided in law to collect from any other potentially liable parties, including, but not limited to, any and all shippers, consignors, receivers, consignees, or other parties having a beneficial interest in the freight transported or the services provided. Despite the terms of any bill of lading issued by the carrier or shipper or adopted by the carrier, shipper or other parties as the bill of lading pertaining to a particular load of freight, Customer, as well as any shipper, consignor, receiver or consignee remain jointly and severally liable for payment of any and all freight charges and other charges owing to GMG, despite the signing of any Section 7 or other non-recourse provision, despite designation of the bill of lading as "prepaid" or "collect," and despite any other language or provision which might purport to release any such party from liability for payment of monies owing for transportation of the freight or owing to GMG for arranging for transportation of the freight.

Additionally, GMG shall have a lien on all shipments of Customer for all amounts owing to GMG for all unpaid invoices covering all shipments arranged by

GMG on behalf of the Customer both current as well as all past shipments whether or not GMG has retained any care, custody or control of such past shipments. GMG may instruct the carrier, warehouse or other third-party in possession of the shipment to hold the shipment subject to such lien, with Customer being responsible and liable for any and all detention, demurrage or storage charges or the costs to dispose of a shipment through public or private auction or otherwise.

Section 8 – Independent, Non-Exclusive Relationship.

The relationship between GMG and Customer shall at all times be that of an independent contractor and nothing contained herein or otherwise shall be construed to be inconsistent with that status. No term or provision of this or any other agreement or any act or omission of either party shall be construed for any purpose to express or imply any joint venture, partnership, principal/agent, master/servant, fiduciary, employer/employee or other relationship between GMG and Customer, other than that of an independent contractor relationship. No employees or other agents of Customer shall be construed under any circumstance to be the employees, servants, or agents of GMG or any applicable carrier. Likewise, no employees or other agents of GMG or any carrier arranged by GMG shall be construed under any circumstance to be the employees, servants or agents of Customer, the shipper/consignor, the receiver/consignee, or any other party. Neither Customer, nor any of its employees or agents, shall have any authority to act on behalf of GMG or to alter in any manner any contractual or other relationship of GMG with its carriers, customers, shippers/consignors, receivers/consignees, vendors, or any other person or entity. Likewise, neither GMG, nor any of its employees or agents, shall have any authority to act on behalf of Customer or to alter in any manner any contractual or other relationship of Customer with its customers, carriers, shippers/consignors, receivers/consignees, vendors, or any other person or entity.

Section 9 – Compliance With Law; Indemnity of GMG By Customer.

CUSTOMER WARRANTS AND GUARANTEES THAT IT IS FULLY KNOWLEDGEABLE OF ALL STATE AND FEDERAL STATUTES AND REGULATIONS WITH WHICH IT MUST COMPLY IN CONNECTION WITH THE CONDUCT OF ITS BUSINESS.

GMG SHALL NOT BE RESPONSIBLE OR LIABLE TO THE CUSTOMER OR ANY THIRD-PARTY, INCLUDING, WITHOUT LIMITATION, ANY STATE OR FEDERAL GOVERNMENT AUTHORITY, IF IN ANY MANNER WHATSOEVER, WHETHER UNDER COMMON LAW OR IN VIOLATION OF ANY STATUTE OR REGULATION, BY CUSTOMER OR ANYONE ACTING IN ITS NAME OR ON ITS BEHALF. CUSTOMER WARRANTS AND GUARANTEES IT SHALL SAVE, HOLD HARMLESS, INDEMNIFY AND DEFEND GMG FROM ANY LIABILITY, OF WHATEVER NATURE

OR KIND, AND COSTS, INCLUDING ATTORNEYS' FEES, WHICH GMG MAY BE EXPOSED TO OR INCURE AS A CONSEQUENCE OF CUSTOMER'S ACTS OR OMISSIONS.

Section 10 – Non-Solicitation.

10.1 Customer warrants and guarantees that during the time GMG provides its services, and for a period of one (1) year following the last shipment for which GMG arranged transportation of Customer's cargo, Customer will not, directly or indirectly, engage the services of any carrier with which GMG arranged to transport cargo on Customer's behalf. This non-solicitation understanding applies to all routes over which GMG usually and customarily arranges for the carriage of goods by carriers on behalf of shippers throughout the continental United States.

10.2 Customer acknowledges and agrees that in the event of a breach of paragraph 10.1, it would be difficult and uncertain to determine the value of the damage suffered by GMG as a consequence of the breach. Therefore, in the event of a breach of paragraph 10.1, as liquidated damages Customer shall be liable for the refund of all discounts afforded customer for all invoices for which discounts were given to Customer, rendered during the twelve (12) months preceding Customer's breach.

Section 11 – Miscellaneous.

11.1 Governing Law/Jurisdiction. Negotiations for the offering, tendering and/or referral of freight to GMG are deemed to have been conducted within the State of New York. Accordingly, except to the extent (if any) that they are preempted by federal law, the laws of the State of New York shall govern the construction and interpretation of these Terms and Conditions and the dealings of Customer with GMG. Customer expressly submits to the jurisdiction of the Courts of the State of New York, County of Suffolk, and the United States District Court for the Eastern District of New York, and agrees that jurisdiction and venue shall be proper in such Courts and Customer waives any claim or defense that such Courts will be an inconvenient forum.

11.2 Remedies. In addition to any other remedies that may be available to GMG at law or in equity, all provisions of these Terms and Conditions may be specifically enforced; however, the failure of GMG to promptly enforce such provisions shall not be construed to be a waiver of GMG's rights hereunder. In addition, Customer recognizes that the payment of damages hereunder may not fully compensate GMG for Customer's breach of the provisions of these Terms and Conditions and that GMG will likely suffer irreparable harm from such a breach. Accordingly, Customer agrees that should it breach, violate, or threaten to breach or violate the provisions of these Terms and Conditions, GMG will be entitled to injunctive relief prohibiting Customer's breach, violation or continued breach or violation without the need of GMG having to post any bond in connection with such injunctive relief.

11.3 Entire Agreement, etc. These Terms and Conditions and any Load Confirmations issued to Customer by GMG pertaining to a load for freight

offered, referred or tendered to GMG constitute the entire agreement between GMG and the Customer pertaining to GMG's arranging for the transportation of Customer's freight and are intended to be a complete integration of terms and cannot be altered, except through a written agreement signed by the CEO of GMG. No employee, agent, servant or other representative of GMG, other than the CEO of GMG, is authorized to amend, modify or alter in any way the provisions or applicability of these Terms and Conditions. No other prior or contemporaneous agreements exist between GMG and Customer, except as set forth in these Terms and Conditions. If any term or provision hereof is held invalid or unenforceable by a court or tribunal of competent jurisdiction, such term or provision shall be deemed to be modified to be enforceable or, alternatively, shall be deemed to be severed from this agreement, and shall not affect the remaining provisions hereof, which shall remain enforceable to the full extent allowed by law. The failure of either party to enforce a breach or waiver of any term, condition or provision hereof shall not be deemed to constitute a waiver of any subsequent failure or breach. These Terms and Conditions shall be binding upon the Customer, its successors and assigns.