

**SHIPPING TERMS AND CONDITIONS:** The following terms and conditions shall apply to carriage of all goods that originate from WF Bakery Inc. or Weston Foods US, LLC and/or any of its subsidiaries ("Shipper" or "WF"). Carrier agrees that no other terms and conditions shall control unless expressly agreed to by Shipper in writing.

**1. Bill of Lading.** A Bill of Lading shall be completed in the form attached hereto for each shipment (the "Shipment") of goods that Carrier agrees to transport on behalf of Shipper (the "Goods") to a designated recipient (the "Recipient"). Carrier shall have the right to inspect the Shipment prior to signing the Bill of Lading and to reject transport of any part of the Shipment that is improperly packaged for transport or that shows signs of damage. By signing the Bill of Lading, Carrier agrees that the Goods are presumed to be undamaged, and Carrier accepts liability for transporting the Goods as indicated herein.

**2. Shipping Conditions and Special Considerations.** All Shipments are to be considered by Carrier to be labeled "Fragile" and "Handle with Care" given the nature of the Goods. Carrier agrees to instruct its employees, agents, and third parties handling the Shipment to handle the Shipment with care. To the extent that other special considerations are required to safely transport the Shipment without damage to the Goods, including but not limited to refrigeration or "this side up," Shipper shall provide instructions to Carrier on the Shipment boxes themselves or on the Bill of Lading, as reasonable to convey the information to Carrier. By signing the Bill of Lading, Carrier accepts any additional conditions and instructions provided by Shipper on the Bill of Lading or on the Shipment boxes.

**3. Compensation.** Shipper shall pay Carrier for transportation of the Shipment pursuant to the schedules of rates and charges as agreed to in writing in advance by the Parties. Payment shall be made within sixty (60) days of receipt of invoice from Carrier. Carrier must include any and all charges pertaining to a Shipment in a single invoice, and Shipper's payment of that invoice shall be considered full satisfaction of Shipper's obligations to Carrier for the services provided by Carrier for that Shipment.

**4. Liability of Carrier.** (a) General. Carrier shall be liable for any loss of or damage to the Goods that occurs during or arising out of or in connection with Carrier's discharge of its duties and responsibilities transporting the Shipment. (b) Receipt by Recipient. Receipt and acceptance of the Shipment by the Recipient shall not relieve Carrier of liability for loss of or damage to the Goods. Carrier remains liable for losses or damages that occurred during or arising out of or in connection with Carrier's discharge of its duties and responsibilities transporting the Shipment, even if those losses or damages are discovered after acceptance of the Shipment by the Recipient. (c) Presumption. A presumption exists that the Goods are undamaged and properly packaged for transportation by Carrier when they are accepted by Carrier. Carrier shall have the burden of proving that the Goods were damaged or improperly packaged for transportation by Carrier. (d) Third Party Liability. Carrier shall remain liable to Shipper for any loss of or damage to the Goods that occurs during Carrier's discharge of its duties and responsibilities transporting the Shipment, regardless of interference from or negligence by a third party. Nothing in this clause shall limit Carrier's ability to recover from the third party in such instance. (e) Additional Carriers. If Carrier tenders the Shipment to a different carrier for any part of the transportation of the Shipment to the Recipient, Carrier remains liable for any loss of or damage to the Goods that occurs during the other carrier's custody of the Shipment as though the Shipment were still in the custody of the original Carrier for purposes of Carrier's liability to Shipper. Nothing in this clause shall limit Carrier's ability to recover from the other carrier in such instance. (f) Shipper's Negligence. Carrier shall not be liable to Shipper for damage to the Goods caused by the negligent acts or omissions of Shipper, its agents, or employees. Carrier shall have the burden of proving Shipper's negligence. (g) Damages, Fees, and Costs. Carrier is liable for any and all damages and losses occurring during or arising out of or in connection with Carrier's discharge of its duties and responsibilities transporting the Shipment that are available at law, including but not limited to direct, special, indirect, or consequential damages, lost profits, loss of income, or loss of use. Carrier shall be liable for all attorneys' fees and costs that Shipper incurs in recovering damages from Carrier.

**5. Indemnification.** Carrier shall indemnify and hold harmless Shipper, its agents and employees, from and against all third party loss, damage, fines, expense, actions and claims (collectively "Liabilities") for bodily injury (including injury resulting in death) and damage to property (other than the Goods, which is addressed elsewhere in these terms and conditions) where such loss, damage or injury is caused in whole or in part by the negligent acts or omissions of Carrier, its agents or employees, and arising out of or in connection with Carrier's discharge of its duties and responsibilities transporting the Shipment.

**6. Damage Claims.** (a) Shipper agrees to file loss or damage claims with Carrier within sixty (60) days after discovery of the loss or damage by Shipper, or in the case of failure to make delivery, then within sixty (60) days after a reasonable time for delivery has elapsed. Carrier agrees to present payment or proof of declination of any loss/damage claim, or otherwise to resolve the claim, within sixty (60) days of receipt of Shipper's claim. Carrier agrees that any applicable statute of limitations shall be tolled by any or all of the following: (a) Shipper's failure to discover the loss or damage due to the possession or custody of the Goods by Carrier, the Recipient, or any other third party after Carrier accepts the Shipment; (b) the 60-day resolution period under which Carrier may either resolve or decline the claim discussed herein; and (c) Shipper's reassurance that resolution of the claim is pending. (b) Shipper's claim shall include a recitation of all damages then known that resulted during or arising out of or in connection with Carrier's discharge of its duties and responsibilities transporting the Shipment. Failure of Shipper to identify all actual damages or losses in a claim shall not preclude later recovery by Shipper of those amounts if available by law.

**7. Overcharge Claims.** Shipper agrees to file overcharge claims with Carrier within sixty (60) days from the date of delivery of the Shipment.

**8. Undeliverable Goods.** (a) Where, through no fault of Carrier, the Shipment cannot be delivered, Carrier shall immediately notify Shipper using the contact information provided in the Bill of Lading that delivery cannot be made and shall request disposal instructions. (b) Pending disposal instructions, Carrier must store the Shipment as appropriate to preserve the Goods. If Shipper does not provide disposal instructions within three (3) business days of reasonable notice by Carrier, Carrier may charge Shipper a reasonable charge for storage of the Shipment. (c) If Shipper does not provide disposal instructions within twenty (20) days of reasonable notice by Carrier, Carrier may return the Shipment to Shipper at Shipper's expense.

**9. Weights.** Carrier shall be responsible for ensuring the correct shipping weights of the Shipment on the Bill of Lading. If the weights shown on the Bill of Lading are inaccurate, Carrier shall retain proof of the same and shall notify Shipper of the weight difference in writing prior to sending an invoice to Shipper. Shipper shall not be liable for payment above the original shipping weight shown on the Bill of Lading unless Carrier provides adequate proof of the actual weight of the Shipment.

**10. Insurance.** During the term of the services Carrier agrees to carry and keep in full force and effect cargo liability insurance for the benefit of Shipper in an amount of not less than One Hundred Thousand Dollars (\$100,000.00). Carrier also agrees to maintain Comprehensive General Liability and Automobile Liability insurance coverage for bodily injury and property damage in the form and limits prescribed by the Surface Transportation Board and state regulatory agencies, and Workers' Compensation and Employer's Liability insurance as required by statute in the jurisdictions applicable to Carrier's performance hereunder.

**11. Hazardous Materials.** In the event that Shipper tenders or causes to be tendered hereunder materials designated as hazardous under applicable regulations of the U.S. Department of Transportation, Shipper agrees to notify Carrier and to classify, describe, package, mark and label such materials in accordance with such regulations and otherwise to comply therewith.

**12. Damaged or Refused Shipments; No Salvage.** Carrier shall not dispose of damaged or rejected product without the prior written consent of Shipper. Carrier acknowledges and agrees that the Goods which are food products may not under any circumstance be salvaged.

**13. Force Majeure.** The failure of either party hereto to perform its obligations herein shall be excused when occasioned by any of the following events of Force Majeure: Acts of God, floods, fires, storms, strikes, lockouts, disputes with workers, riots, insurrections, prohibitions, regulations, or other interferences beyond the control of the parties to the extent that they prevent or delay the performance of the obligations herein contained.

**14. Severability.** In the event that any provision of these terms and conditions shall be construed as or declared to be invalid, unenforceable or unconstitutional, then said provision shall be considered severed to the extent of such invalidation, unenforceability or unconstitutionality. All remaining provisions of these terms and conditions shall remain in full force and effect.

**15. Waiver.** If either party fails to enforce, or waives the breach of any term or condition of these terms and conditions, such action or inaction shall not operate as a waiver of any other breach of such term or condition, nor of any other part of these terms and conditions, nor of any other rights, in law or equity, or of claims which each may have against the other arising out of, connected with or related to these terms and conditions.

**16. Independent Contractor.** Carrier shall perform the transportation services hereunder as an independent contractor and shall have exclusive control and direction of the persons operating the equipment or otherwise engaged in such services. Carrier assumes full responsibility for the acts and omissions of such persons and shall have exclusive liability for the payment of local, state, and federal payroll taxes or contributions or taxes for unemployment insurance, workmen's compensation, old age pensions, or other social security and related protection with respect to the persons engaged in the performance of such transportation services and agrees to comply with all applicable rules and regulations pertaining thereto.

**17. Compliance With Law.** Carrier and Shipper shall comply with all federal, state and local laws and regulations applicable to the relationships created under these terms and conditions including, but not limited to, the United States Occupational Safety and Health Administration regulations, the United States Environmental Protection Agency regulations, the United States Department of Transportation regulations, and Canada's Motor Vehicle Transport Act.

**18. Jurisdiction.** These terms and conditions shall be interpreted and construed in accordance with the laws of the state or province in which the shipment originates (other than that state or province's conflict of laws rules), unless specifically superseded and preempted by applicable federal laws and regulations. Jurisdiction for any action brought to enforce these terms and conditions shall lie exclusively with a court in the state or province in which the shipment originates and Carrier hereby irrevocably consents and submits itself to the personal jurisdiction of said court for all such actions.

**19. Entire Agreement.** These terms and conditions shall control the services of Carrier and relationship between Carrier and Shipper, solely and exclusively, with the exception of the specific shipment and payment information provided by the WF's Bill of Lading or the pricing schedule agreed to by the Parties. Any other bill of lading, shipping documents or terms and conditions of or provided by Carrier are expressly rejected and shall have no effect unless agreed to in writing by an authorized representative of Shipper.