

Brokerage Agreement for Motor Carrier Transportation

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Exhibit 1

Carrier's Certificate

_____ (“Carrier”), hereby states as follows:

(Insert Full Name of Carrier)

1. Carrier is party to an Agreement dated _____, 20__ with
_____ (“Broker”) for motor contract carriage (“the Agreement”).

(Insert Full Name of Broker)

2. In consideration of Broker’s tendering to Carrier shipments under the Agreement pursuant to an Agreement between Broker and _____

Insert Full Name of Shipper)

(“Shipper”), Carrier hereby certifies and agrees that Broker and not Shipper shall be liable to Carrier for freight charges or any other charges due Carrier for services provided under the Agreement between Carrier and Broker.

3. Carrier further certifies that it understands and agrees that it shall have no right or claim against Shipper or any consignor or consignee or any other party other than the Broker for any of its charges.

4. The foregoing certification and agreement shall be effective on the date shown below and shall remain in effect until a notice to the contrary is received in writing by Carrier.

5. The signer of this Certificate warrants and represents that he is duly authorized by Carrier to execute this Certificate on behalf of Carrier.

Dated this ___ day of _____, 20__.

(Name of Carrier)

By _____

Printed Name _____

and Title _____

Exhibit 2
Accessorial Charges and Fuel Recovery

A-1 Full Truckload Accessorial Charges- US Domestic/ Cross Border

1. Accessorial Charges Included in Line Haul Base Rate.

If no rate is specified in this Agreement or Exhibit for any ancillary, auxiliary or accessorial service(s), such service shall be deemed to be included in the applicable base or line haul rate, set forth within this Agreement and Exhibit(s), and no additional charge may be made. The following charges are approved charges which can be applied to the contracted business by and between Shipper and Carrier. These charges apply to all full truckload shipments, with an origin and destination within the United States and with an origin within the United States and a destination in Canada. For Carriers delivering with an origin within the United States and with a Canadian destination the following charges will be billed in Canadian Dollars (CAD). Example: Out of route mileage for shipments with destination within the United States will be billed \$1.45 per mile in USD and shipments with destination in Canada will be billed \$1.45 per mile in CAD.

A. Diversion in Route and Change of Address (“Out of Route Mileage”).

1. If Carrier is required to travel out of route for reasons not limited to request of Shipper, weather, travel restrictions; Carrier will notify Shipper and upon Shipper’s approval, Carrier can charge Shipper for out of route miles. If Carrier elects at their discretion to travel out of route without prior approval from Shipper, Shipper will not reimburse Carrier for any out of route miles.
2. Out of route miles will be charged at \$1.45 per mile. Additional mileage incurred on account of such diversion calculated according to *Rand McNally’s* “MileMaker” software (version 19), Household Goods.

B. Spotting.

1. Carrier will spot trailers at Shipper facilities or the facilities of its consignees in the number necessary to accommodate Shipper’s loading and/or unloading requirements.
2. Dropping and spotting of trailers for loading and unloading will be done so at no additional charge. Carrier, at its sole cost and expense, shall have the right to remove any unloaded trailer at any reasonable time upon prior notice to Shipper. Shipper shall have the right to move any trailer on its property and, at its convenience, may load such trailer for transportation by Carrier.
3. Carrier is not permitted to charge Shipper for detention of empty trailers staged at Shipper’s drop yards. It is the responsibility of Carrier to manage the number and location of Carrier’s trailers.
4. If Carrier is Shipper’s primary service provider as designated by Shipper for spotting and shuttle service at Shipper’s designated site(s), provisions for the service, including rates, key performance indicators and unique requirements will be set forth in a separate Statement of Work document to be added as an exhibit to this Agreement (Example: in some cases the rates set forth in this Exhibit may not apply if Carrier is also Shipper’s dedicated yard provider).

C. Stop-Off. (Not Applicable to Depot Delivery)

1. Carrier agrees to provide split pick-up or split delivery service involving partial pick-ups at two or more of Shipper’s designated facilities, or a partial pick-up at a Shipper’s facility and a Shipper’s designated facility. When Carrier is required to make additional stops for pick-up and/or delivery other than the origin and destination, the stop-off charge for additional stops will be assessed as stated below:

1st Stop: \$50.00

2nd Stop: \$50.00

3rd Stop: \$50.00

4th & Additional Stops: \$50.00 each

2. Additional unloads or redirection within a single physical facility to a different dock location are not applicable for stop off charges. Minimum travel of one mile required to qualify for stop charge.

D. Pallet Exchange.

There shall be no charge for pallets exchanged by agreement unless specifically agreed to in writing.

E. Detention.

1. Detention applies when Carrier is delayed or detained on the premises of Shipper or consignee for loading or unloading. Shipper agrees to be responsible for detention charges, provided that Carrier arrives at the location of loading or unloading prior to or at the Carrier's scheduled appointment time. Carrier will not be entitled to detention charges when Carrier arrives at the location of loading or unloading after the scheduled appointment time.

2. When Carrier arrives at the location of loading or unloading prior to or at the scheduled appointment time, Carrier may charge Shipper for detention at the rate of \$1.00 per minute after the first two hours of time incurred after the scheduled appointment time while waiting for loading or unloading. Charges for detention may not exceed \$360.00 per occurrence. The driver, power unit (tractor) and trailer must be on the premises of Shipper facility or consignee facility in order to qualify for detention charges to be approved by Shipper.

3. Shipper reserves the right to audit Carrier's check in and out information and may deny or seek repayment for detention charges pursuant to inaccuracies in audit.

4. In order for Carrier to seek detention charges Carrier must provide a statement of record that demonstrates the time Carrier checked in and checked out of Shipper's facility. This statement of record depending on facility will either be (1) a 214 status update or (2) a signed BOL annotating the times checked in and out.

F. Driver Layover.

1. Carrier may not charge Shipper for detention and layover within the same 24 hour period. Carrier may charge Shipper for Driver Layover after each successive 24-hour period following the initial 24-hour period when detention was incurred. The charge for Driver Layover may not exceed the maximum detention charge. The daily Driver Layover charge is \$360.00 per 24-hour period.

2. Carrier must report the initial occurrence of the layover to a Shipper representative or agent for the shipper to qualify for layover charge approval. Layover charges caused by Carrier appointment scheduling errors are not allowed.

G. Detention without Power (Inbound Trailer Dwell).

1. Carrier acknowledges that for inbound shipments into Shipper facilities may result in trailer(s) dwell time. Carrier may invoice \$35 per day, 3 days free. Free time begins on the day following the delivery appointment date or the date of actual delivery, whichever is later.

2. Carrier is responsible to notify Shipper no less than 24 hours prior to charges occurring. Any failure to notify Shipper of charges accruing will disqualify Carrier ability to seek charges.

H. Appointment Charges.

1. There shall be no additional charge to Shipper for scheduling appointments for loading and unloading at the point of origin.

2. If Carrier is required to reschedule an appointment at a consignee where a reschedule fee applies Carrier can invoice Shipper for these charges. Carrier will not be reimbursed for any rescheduling fees without providing proof of charges via a receipt from consignee. In addition, Carrier will not be reimbursed for any rescheduling fees if Carrier is at fault for the original appointment time requiring a reschedule.

I. Storage.

Shipper's freight shall be held by Carrier for delivery at no additional charge to Shipper. In the event Shipper requires Carrier to hold product in Carrier's trailer(s) for an extended period of time Parties will negotiate in good faith a storage charge reasonable of Shipper's request.

J. Temperature Controlled Equipment.

1. The use of temperature-controlled vehicles and trailers is included in the contracted linehaul rates.
2. Shipper at its sole discretion may request Carrier turn on Reefer equipment to protect from freeze. In this circumstance, Carrier may apply a \$0.10 per mile charge to applicable miles traveled while temperature control units are in operation only with pre-approval from Shipper.

K. Return of Shipment to Shipper.

1. If an outbound shipment is rejected or refused by a consignee for any reason, Carrier may hold or return the shipment to Carrier's originating terminal pending instructions from Shipper. In the event there is no rate supplied in any Exhibit hereto from consignee's location/address to Shipper's origin address (or address Shipper requests return load to be delivered), then the rate to be paid by Shipper for the return of the shipment shall be the same as the rate utilized to transport shipment to consignee plus fuel reimbursement.
2. If returning to an alternate drop off point specified by Shipper, miles will be charged at \$1.45 per mile. Mileage incurred on account of such diversion will be calculated according to *Rand McNally's* "MileMaker" software (version 19), Household Goods.
3. Any layover, storage, or stop off charges associated with the return will be invoiced consistent with the terms outlined in this Exhibit
4. If Shipper's request to Carrier is to dispose of product to nearest landfill or waste disposal location Carrier may charge Shipper \$1.45 per mile. In no case however should the miles traveled to site of disposal exceed original miles traveled without prior written approval from Shipper.

L. Truck Ordered Not Used.

1. Shipper will compensate Carrier when Shipper cancels the pick-up of a shipment with less than twelve (12) hour notice to Carrier. The charge for Truck Ordered Not Used (TONU) shall not exceed \$150.00 per occurrence.
2. Should Carrier pull equipment without Shipper approval to do so, Carrier will not be authorized to charged TONU. Carrier will only be reimbursed for any detention or layover charges as described in this Exhibit.

M. Sort, Segregate, and Driver Assist

When a driver is required to sort, segregate and/or assist the loading or unloading of freight, Shipper will compensate Carrier for the driver's services up to the amount of \$75.00. Any fee for sort and segregation must be submitted to, and approved by Shipper or Shipper's agent within 72 hours of delivery in order to receive payment.

N. Lumping Charges.

If Carrier is required to provide fees at either the point of origin or destination for any lumping services Carrier may request for reimbursement of such lumping charges pursuant that carrier has proof of expenses via a receipt or paid invoice.

O. Team Driver or Expedited Loads

Parties will negotiate in good faith any request of Shipper for expedited or team driver services.

P. Accessorial Charge Quick Reference Guide.

The following guide is to be used for a reference. The applicable rules and policies as mentioned in this Exhibit will govern when and how these charges will apply.

Accessorial Description	Accessorial Charge	US Bank Charge Code
Out of Route Mileage	\$1.45 per mile	ORM
Detention w/ Power	2 hours free; \$1 per minute. Max \$360 per day	DEP
Detention w/o Power (Inbound Trailer Dwell)	3 days free; \$35 per day after 3 day window	DET
Truck Order Not Used	\$150 per occurrence	VOR
Stop off Charge	\$50 per stop	SOC
Driver Assist (Sort & Segregate)	Max \$75 per truckload	SEG
Layover	\$360 per 24 hour period	LAY
Lumper Charges	Receipt Required	LUM

Q. Direct Store Delivery Shipments and Network.

If Carrier is Shipper’s primary service provider as designated by Shipper for direct store delivery shipments accessorial charges set for in this Exhibit and provisions for the services, including rates, key performance indicators and unique requirements will be set forth in a separate Statement of Work document to be added as an Exhibit to this Agreement (Example: stop off, driver assist, lumping and other charges in this Exhibit to not apply and will be included in a separate SOW)

2. Breakthrough® Fuel Recovery Program-

A. The Parties hereby agree that Carrier shall participate in the Client’s Fuel Recovery Program provided by Breakthrough® Fuel as a method to obtain reimbursement for the cost of fuel consumed to transport individual freight movements for the Shipper.

B. Except for intermodal shipments (see Section C below), the rules that will govern the Client’s Fuel Recovery Program, as agreed upon by the Shipper and the Carrier are:

1. The Base Fuel Rate is: \$0.00
2. The Contract MPG is: 7.5
3. Determination of mileages under this Agreement is governed by: Rand McNally Version 19 Household Goods
4. Shipper Fuel Recovery Price is based upon OPIS pricing (Oil Price Information Service). It includes rack contract average price for ULSD, transportation, environmental fees, and state, federal, and local taxes plus an additional 2 cents per gallon.

C. For intermodal shipments, the rules that will govern the Client's /Breakthrough® Fuel Recovery Program, as agreed upon by the Shipper and the Carrier are:

1. The Base Fuel Rate is: \$0.00 per gallon US;
2. The Contract MPG is:
 - i. Dray Segment: 7.5 per mile US
 - ii. Rail Segment: 15.5 per mile US
3. Determination of mileages under this agreement is governed by: Rand McNally Version 19 Household Goods.
4. Shipper Fuel Recovery Price is based upon:
 - i. Dray Segment: OPIS pricing (Oil Price Information Service) including rack contract average price for ULSD, transportation, environmental fees, and state, federal, and local taxes plus an additional two (\$.02) cents per gallon US.
 - ii. Rail Segment: OPIS pricing (Oil Price Information Service) including rack contract average price for NRLM fuel, transportation, environmental fees, and applicable state and local taxes.

D. All information shared between the Parties shall remain the property of the sharing party and will remain in the strictest confidence and will not be shared with any outside party without the express, written authorization of the sharing party.

E. The Parties agree that the Carrier will recover the price of fuel in the amount of the difference between the Carrier's Base Fuel Rate and the Shipper Fuel Recovery Price for each Shipper freight movement executed by the Carrier pursuant to the Client's Fuel Recovery Program. Carrier will receive the reimbursement through Shipper and Breakthrough will provide the information technology to the Carrier to access, manage and review the Fuel Recovery transactions.

F. The Parties agree that Shipper may elect upon sixty (60) days prior written notice to change the parameters as described in the above sections (B and C) related to contract MPG rates for both over the road and intermodal types, and Base Fuel Rate.

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A-2 Less than Truckload (“LTL”) Accessorial Charges and Fuel Recovery- US Domestic/ Cross Border

1. Accessorial Charges Included in LTL Tariff Schedule

If no rate is specified in this Agreement or Exhibit for any ancillary, auxiliary or accessorial service(s), such service shall be deemed to be included in the applicable base or line haul rate, set forth within this Agreement and Exhibit(s), and no additional charge may be made. The following charges are approved charges which can be applied to the contracted business by and between Shipper and Carrier. These charges apply to all less than truckload shipments, with an origin and destination within the United States and with an origin within the United States and a destination in Canada. For Carriers delivering to Canadian destinations the following charges will be billed in Canadian Dollars (CAD). Example: Out of route mileage for shipments with destination within the United States will be billed \$1.45 per mile in USD and shipments with destination in Canada will be billed \$1.45 per mile in CAD.

A. Spotting.

1. Carrier will spot trailers at Shipper facilities or the facilities of its consignees in the number necessary to accommodate Shipper's loading and/or unloading requirements.
2. Dropping and spotting of trailers for loading and unloading will be done so at no additional charge. Carrier, at its sole cost and expense, shall have the right to remove any unloaded trailer at any reasonable time upon prior notice to Shipper. Shipper shall have the right to move any trailer on Shipper property and, at its convenience, may load such trailer for transportation by Carrier.
3. Carrier is not permitted to charge Shipper for detention of empty trailers staged at Shipper's drop yards. It is the responsibility of Carrier to manage the number and location of Carrier's trailers.
4. If Carrier is Shipper's primary service provider, as designated by Shipper for spotting and shuttle service at Shipper's designated site(s), provisions for the service, including rates, key performance indicators and unique requirements will be set forth in a separate Statement of Work document to be added as an exhibit to this Agreement (Example: in some cases the rates set forth in this Exhibit may not apply if Carrier is also Shipper's dedicated yard provider).

B. Stop-Off. (Not Applicable to Depot Delivery)

1. Carrier agrees to provide split pick-up or split delivery service involving partial pick-ups at two or more of Shipper's designated facilities, or a partial pick-up at a Shipper's facility and a Shipper's designated facility. When Carrier is required to make additional stops for pick-up and/or delivery other than the origin and destination, the stop-off charge for additional stops will be assessed as stated below:

1st Stop & Any Additional Stops: \$50.00

2. Additional unloads or redirection within a single physical facility to a different dock location are not applicable for stop-off charges. Minimum travel of one mile required to qualify for stop-off charge.

C. Pallet Exchange.

There shall be no charge for pallets exchanged unless specifically agreed to in writing.

D. Detention.

1. Detention applies when Carrier is delayed or detained on the premises of Shipper or consignee for loading or unloading. Shipper agrees to be responsible for detention charges, provided that Carrier arrives at the location of loading or unloading prior to or at the Carrier's scheduled appointment time. Carrier will not be entitled to detention charges when Carrier arrives at the location of loading or unloading after the scheduled appointment time.

2. Detention charges are defined as \$40.00 per every half hour. (where applicable) for a maximum detention charge of \$360. Free Time is defined as less than 2,500 LBS- 30 Minutes, 2,500- 4,999 LBS- 60 Minutes, 5,000-9,999 LBS- 90 minutes, 9,999 and above- 120 minutes.

3. In order for Carrier to seek detention charges Carrier must provide a statement of record that demonstrates the time Carrier checked in and checked out of Shipper's facility. This statement of record depending on facility will either be (1) a 214 status update or (2) a signed BOL annotating the times checked in and out.

E. Warehousing Charges

1. Shipments that cannot be delivered through no fault of the carrier can be subject to applicable storage or detention without power charges. Carrier may invoice \$50 per day, 3 days free. Free time begins on the day following the delivery appointment date or the date of actual delivery, whichever is later. Must notify shipper 24 hours before charges occur.

F. Appointment Charges.

1. There shall be no additional charge to Shipper for scheduling appointments for loading and unloading at the point of origin.

2. If Carrier is required to reschedule an appointment at a consignee where a reschedule fee applies Carrier can invoice Shipper for these charges. Carrier will not be reimbursed for any rescheduling fees without providing proof of charges via a receipt from consignee. In addition, Carrier will not be reimbursed for any rescheduling fees if Carrier is at fault for the original appointment time requiring a reschedule.

G. Temperature Controlled Equipment.

1. The use of temperature-controlled vehicles and trailers is included in the contracted linehaul rates.

2. Shipper, at its sole discretion, may request Carrier turn on Reefer equipment to protect from freeze. In this circumstance, Carrier may apply a \$0.10 per mile charge to applicable miles traveled while temperature control units are in operation only with pre-approval from Shipper.

H. Return of Shipment

1. If an outbound shipment is rejected or refused by a consignee for any reason, Returns will be rated on a shipment pro numbers basis. Parties will work in good faith to determine the appropriate cost of the shipment to return to the Campbell origin destination.

2. If the shipment has not left the carrier origin terminal it will be a \$50 flat fee to return to Campbells origin location.

I. Truck Ordered Not Used.

1. Shipper will compensate Carrier when Shipper cancels the pick-up of a shipment with less than twelve (12) hour notice to Carrier. The charge for Truck Ordered Not Used (TONU) shall not exceed \$150.00 per occurrence.

2. Should Carrier pull equipment without Shipper approval to do so, Carrier will not be authorized to charged TONU. Carrier will only be reimbursed for any detention or layover charges as described in this Exhibit.

J. Sort, Segregate, and Driver Assist

When a driver is required to sort, segregate and/or assist the loading or unloading of freight, Shipper will compensate Carrier for the driver's services up to the amount of \$65.00. Any fee for sort and segregation must be submitted and approved by Shipper or Shipper's agent within 72 hours of delivery in order to receive payment.

K. Lumping Charges.

If Carrier is required to provide fees at either the point of origin or destination for any lumping services Carrier may request for reimbursement of such lumping charges provided that carrier has proof of expenses via a receipt or paid invoice.

L. Team Driver or Expedited Loads

Parties will negotiate in good faith any request of Shipper for expedited or team driver services.

M. Dry Run Charges

If carrier arrives at shipper location, and through no fault of carrier, a load is not available or provided. A flat charge of \$100 may apply.

N. Extreme Length

If a shipment contains shipping unit that exceeds a certain number of feet in length. Carrier may charge shipper the following rate. Less than 18'-No charges, greater than 18'- \$110 flat-fee.

O. Hazardous Materials

If a shipment contains the transportation of commodities deemed hazardous by US Department of Transportation and the Environmental Protection Agency. Carrier may charge shipper a \$15 flat fee.

P. Inside Pickup/Delivery

Charges when shipper or consignee requests Carrier to move part or all of a shipment past the are immediately adjacent to the Carrier's trailer. Carrier may charge \$3.50 per CWT, with minimum charge of \$45/shipment.

Q. Liftgate service.

When the use of a liftgate is required. Carrier may charge shipper \$35 a shipment. The liftgate requirement must be specified on the BOL.

R. Pickup or delivery on non-business days and hours

If a Pickup on non-business days including weekends and/or holidays and Freight picked up and/or delivered during non-business hours defined outside of 8 AM to 6 PM window. These charges does not include any yard movement necessary, which occurs afterhours. A charge of \$100 an occurrence may apply.

S. Limited Access and/or Residential location.

When the carrier is requested to pick up or deliver goods to construction sites, mine sites, schools, self

storage, residential, business and/or conventions. A charge of \$75 per shipment may apply.

T. High Cost Delivery Areas

City, State and Zip	Charge
Boston, MA (Metro): 02101-02137, 02201-02227, 02445-02447	\$50.00 per shipment
Chicago, IL (Downtown): 60601-60614, 60622, 60647, 60654, 60661, 60664-60666, 60669, 60671-60681, 60684-60685	\$50.00 per shipment
Houston, TX (Metro): 77001-77004, 77007, 77009-77011, 77019-77020, 77026	\$50.00 per shipment
New York City, NY (Metro): 10001-10299	\$75.00 per shipment
San Francisco, CA (Downtown): 94014-94015, 94101-94199	\$50.00 per shipment
Washington, DC (Metro): 20001-20099, 20190-20194, 20201-20599, 20701-20737, 20745-20748, 20782-20785, 22201-22219, 22301-22315	\$75.00 per shipment

2. LTL Fuel Recovery Program

- A. The Parties hereby agree that Carrier shall participate in the fuel table noted in this section as Client’s Fuel as a method to obtain reimbursement for the cost of fuel consumed to transport individual freight movements for the Shipper.

\$ Gal Price Range	But Not Greater Than	% of Net Linehaul
\$ 1.30	\$ 1.36	0.00%
\$ 1.36	\$ 1.42	0.50%
\$ 1.42	\$ 1.48	1.00%
\$ 1.48	\$ 1.54	1.50%
\$ 1.54	\$ 1.60	2.00%
\$ 1.60	\$ 1.66	2.50%
\$ 1.66	\$ 1.72	3.00%
\$ 1.72	\$ 1.78	3.50%
\$ 1.78	\$ 1.84	4.00%
\$ 1.84	\$ 1.90	4.50%
\$ 1.90	\$ 1.96	5.00%
\$ 1.96	\$ 2.02	5.50%
\$ 2.02	\$ 2.08	6.00%

\$ 2.08	\$ 2.14	6.50%
\$ 2.14	\$ 2.20	7.00%
\$ 2.20	\$ 2.26	7.50%
\$ 2.26	\$ 2.32	8.00%
\$ 2.32	\$ 2.38	8.50%
\$ 2.38	\$ 2.44	9.00%
\$ 2.44	\$ 2.50	9.50%
\$ 2.50	\$ 2.56	10.00%
\$ 2.56	\$ 2.62	10.50%
\$ 2.62	2.68	11.00%
\$ 2.68	2.74	11.00%
\$ 2.74	2.80	11.50%
\$ 2.80	2.86	12.00%
\$ 2.86	2.91	12.50%
\$ 2.91	2.97	13.00%
\$ 2.97	3.03	13.50%
\$ 3.03	3.09	14.00%
\$ 3.09	3.15	14.50%
\$ 3.15	3.21	15.00%
\$ 3.21	3.27	15.50%
\$ 3.27	3.33	16.00%
\$ 3.33	3.39	16.50%
\$ 3.39	3.45	17.00%
\$ 3.45	3.50	17.50%
\$ 3.50	3.56	18.00%
\$ 3.56	3.62	18.50%
\$ 3.62	3.68	19.00%
\$ 3.68	3.74	19.50%
\$ 3.74	3.80	20.00%
\$ 3.80	3.86	20.50%
\$ 3.86	3.92	21.00%
\$ 3.92	3.98	21.50%
\$ 3.98	4.04	22.00%
\$ 4.04	4.09	22.50%
\$ 4.09	4.15	23.00%
\$ 4.15	4.21	23.50%
\$ 4.21	4.27	24.00%
\$ 4.27	4.33	24.50%
\$ 4.33	4.39	25.00%
\$ 4.39	4.45	25.50%
\$ 4.45	4.51	26.00%

\$ 4.51	4.57	26.50%
\$ 4.57	4.63	27.00%
\$ 4.63	4.68	27.50%
\$ 4.68	4.74	28.00%
\$ 4.74	4.80	28.50%
\$ 4.80	4.86	29.00%
\$ 4.86	4.92	29.50%
\$ 4.92	4.98	30.00%
\$ 4.98	5.04	30.50%
\$ 5.04	5.10	31.00%
\$ 5.10	5.16	31.50%
\$ 5.16	5.22	32.00%
\$ 5.22	5.27	32.50%
\$ 5.27	5.33	33.00%

B. Present cost per gallon will be the Department of Energy (DOE) national average cost of self-serve diesel fuel as reported on the first working day of each week by the DOE (The present cost per gallon as set by the DOE can be obtained each week by calling (202) 586-6966 x 1, or the following DOE website <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>)

C. The Parties agree that Shipper may elect upon sixty (60) days prior written notice to change the fuel program to include a new fuel surcharge table, or a new method of fuel recovery.

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B-1 Full Truckload Accessorial and Fuel Recovery Charges- Canada Domestic

1. If no rate is specified in this Agreement or Exhibit for any ancillary, auxiliary or accessorial service(s), such service shall be deemed to be included in the applicable base or line haul rate, set forth within this Agreement and Exhibit(s), and no additional charge may be made. The following charges are approved charges which can be applied to the contracted business by and between Shipper and Carrier. These charges apply to all full truckload shipments, with an origin and destination within Canada. All items noted in this schedule are noted Canadian Dollars (CAD) and will be paid in CAD.

A. Diversion in Route and Change of Address (“Out of Route Mileage”).

1. If Carrier is required to travel out of route for reasons not limited to request of Shipper, weather, travel restrictions; Carrier will notify Shipper and upon Shipper’s approval, Carrier can charge Shipper for out of route miles. If Carrier elects at their discretion to travel out of route without prior approval from Shipper, Shipper will not reimburse Carrier for any out of route miles.

2. Out of route miles will be charged at \$1.93 per mile. Additional mileage incurred on account of such diversion calculated according to *Rand McNally’s* “MileMaker” software (version 19), Household Goods.

B. Spotting.

1. Carrier will spot trailers at Shipper facilities or the facilities of its consignees in the number necessary to accommodate Shipper’s loading and/or unloading requirements.

2. Dropping and spotting of trailers for loading and unloading will be done so at no additional charge. Carrier, at its sole cost and expense, shall have the right to remove any unloaded trailer at any reasonable time upon prior notice to Shipper. Shipper shall have the right to move any trailer on its property and, at its convenience, may load such trailer for transportation by Carrier.

3. Carrier is not permitted to charge Shipper for detention of empty trailers staged at Shipper’s drop yards. It is the responsibility of Carrier to manage the number and location of Carrier’s trailers.

4. If Carrier is Shipper’s primary service provider as designated by Shipper for spotting and shuttle service at Shipper’s designated site(s), provisions for the service, including rates, key performance indicators and unique requirements will be set forth in a separate Statement of Work document to be added as an exhibit to this Agreement (Example: in some cases the rates set forth in this Exhibit may not apply if Carrier is also Shipper’s dedicated yard provider).

C. Stop-Off. (Not Applicable to Depot Delivery)

1. Carrier agrees to provide split pick-up or split delivery service involving partial pick-ups at two or more of Shipper’s designated facilities, or a partial pick-up at a Shipper’s facility and a Shipper’s designated facility. When Carrier is required to make additional stops for pick-up and/or delivery other than the origin and destination, the stop-off charge for additional stops will be assessed as stated below:

1st Stop: \$66.67

2nd Stop: \$66.67

3rd Stop: \$66.67

4th & Additional Stops: \$66.67 each

2. Additional unloads or redirection within a single physical facility to a different dock location are not applicable for stop off charges. Minimum travel of one mile required to qualify for stop charge.

D. Pallet Exchange.

There shall be no charge for pallets exchanged by agreement unless specifically agreed to in writing.

E. Detention.

1. Detention applies when Carrier is delayed or detained on the premises of Shipper or consignee for loading or unloading. Shipper agrees to be responsible for detention charges, provided that Carrier arrives at the location of loading or unloading prior to or at the Carrier's scheduled appointment time. Carrier will not be entitled to detention charges when Carrier arrives at the location of loading or unloading after the scheduled appointment time.

2. When Carrier arrives at the location of loading or unloading prior to or at the scheduled appointment time, Carrier may charge Shipper for detention at the rate of \$1.33 per minute after the first two hours of time incurred after the scheduled appointment time while waiting for loading or unloading. Charges for detention may not exceed \$480.00 per occurrence. The driver, power unit (tractor) and trailer must be on the premises of Shipper facility or consignee facility in order to qualify for detention charges to be approved by Shipper.

3. Shipper reserves the right to audit Carrier's check in and out information and may deny or seek repayment for detention charges pursuant to inaccuracies in audit.

4. In order for Carrier to seek detention charges Carrier must provide a statement of record that demonstrates the time Carrier checked in and checked out of Shipper's facility. This statement of record depending on facility will either be (1) a 214 status update or (2) a signed BOL annotating the times checked in and out.

F. Driver Layover.

1. Carrier may not charge Shipper for detention and layover within the same 24 hour period. Carrier may charge Shipper for Driver Layover after each successive 24-hour period following the initial 24-hour period when detention was incurred. The charge for Driver Layover may not exceed the maximum detention charge. The daily Driver Layover charge is \$480.00 per 24-hour period.

2. Carrier must report the initial occurrence of the layover to a Shipper representative or agent for the shipper to qualify for layover charge approval. Layover charges caused by Carrier appointment scheduling errors are not allowed.

G. Detention without Power (Inbound Trailer Dwell).

1. Carrier acknowledges that for inbound shipments into Shipper facilities may result in trailer(s) dwell time. Carrier may invoice \$46.67 per day, 3 days free. Free time begins on the day following the delivery appointment date or the date of actual delivery, whichever is later.

2. Carrier is responsible to notify Shipper no less than 24 hours prior to charges occurring. Any failure to notify Shipper of charges accruing will disqualify Carrier ability to seek charges.

H. Appointment Charges.

1. There shall be no additional charge to Shipper for scheduling appointments for loading and unloading at the point of origin.

2. If Carrier is required to reschedule an appointment at a consignee where a reschedule fee applies Carrier can invoice Shipper for these charges. Carrier will not be reimbursed for any rescheduling fees without providing proof of charges via a receipt from consignee. In addition, Carrier will not be reimbursed for any rescheduling fees if Carrier is at fault for the original appointment time requiring a reschedule.

I. Storage.

Shipper's freight shall be held by Carrier for delivery at no additional charge to Shipper. In the event Shipper requires Carrier to hold product in Carrier's trailer(s) for an extended period of time Parties will negotiate in good faith a storage charge reasonable of Shipper's request.

J. Temperature Controlled Equipment.

1. The use of temperature-controlled, both reefer and heater, vehicles and trailers is included as a separate linehaul rate.

K. Return of Shipment to Shipper.

1. If an outbound shipment is rejected or refused by a consignee for any reason, Carrier may hold or return the shipment to Carrier's originating terminal pending instructions from Shipper. In the event there is no rate supplied in any Exhibit hereto from consignee's location/address to Shipper's origin address (or address Shipper requests return load to be delivered), then the rate to be paid by Shipper for the return of the shipment shall be the same as the rate utilized to transport shipment to consignee plus fuel reimbursement.

2. If returning to an alternate drop off point specified by Shipper, miles will be charged at \$1.93 per mile. Mileage incurred on account of such diversion will be calculated according to *Rand McNally's* "MileMaker" software (version 19), Household Goods.

3. Any layover, storage, or stop off charges associated with the return will be invoiced consistent with the terms outlined in this Exhibit

4. If Shipper's request to Carrier is to dispose of product to nearest landfill or waste disposal location Carrier may charge Shipper \$1.45 per mile. In no case however should the miles traveled to site of disposal exceed original miles traveled without prior written approval from Shipper.

L. Truck Ordered Not Used.

1. Shipper will compensate Carrier when Shipper cancels the pick-up of a shipment with less than twelve (12) hour notice to Carrier. The charge for Truck Ordered Not Used (TONU) shall not exceed \$200 per occurrence.

2. Should Carrier pull equipment without Shipper approval to do so, Carrier will not be authorized to charged TONU. Carrier will only be reimbursed for any detention or layover charges as described in this Exhibit.

M. Sort, Segregate, and Driver Assist

When a driver is required to sort, segregate and/or assist the loading or unloading of freight, Shipper will compensate Carrier for the driver's services up to the amount of \$100.00. Any fee for sort and segregation must be submitted to, and approved by Shipper or Shipper's agent within 72 hours of delivery in order to receive payment.

N. Lumping Charges.

If Carrier is required to provide fees at either the point of origin or destination for any lumping services Carrier may request for reimbursement of such lumping charges pursuant that carrier has proof of expenses via a receipt or paid invoice.

O. Team Driver or Expedited Loads

Parties will negotiate in good faith any request of Shipper for expedited or team driver services.

P. Accessorial Charge Quick Reference Guide.

The following guide is to be used for a reference. The applicable rules and policies as mentioned in this Exhibit will govern when and how these charges will apply.

Accessorial Description	Accessorial Charge	US Bank Charge Code
Out of Route Mileage	\$1.93 per mile	ORM
Detention w/ Power	2 hours free; \$1.33 per minute. Max \$480 per day	DEP
Detention w/o Power (Inbound Trailer Dwell)	3 days free; \$46.67 per day after 3 day window	DET
Truck Order Not Used	\$200 per occurrence	VOR
Stop off Charge	\$66.67 per stop	SOC
Driver Assist (Sort & Segregate)	Max \$100 per truckload	SEG
Layover	\$480 per 24 hour period	LAY
Lumper Charges	Receipt Required	LUM

Q. Direct Store Delivery Shipments and Network.

If Carrier is Shipper’s primary service provider as designated by Shipper for direct store delivery shipments accessorial charges set for in this Exhibit and provisions for the services, including rates, key performance indicators and unique requirements will be set forth in a separate Statement of Work document to be added as an Exhibit to this Agreement (Example: stop off, driver assist, lumping and other charges in this Exhibit to not apply and will be included in a separate SOW)

Canada Fuel Surcharge Program

- 1.) Present cost per litre will be the Freight Carriers Association of Canada (FCA) domestic diesel fuel monthly average as reported on Monday of each week by the FCA (Freight Carriers Association). The present cost per litre as set by the FCA can be obtained each week on the following website <https://fcafuel.org>
 - (1) For Shipments less than 10,000 pounds, Campbell will reimburse Carrier fuel at a rate equal to 60% of the LTL index per FCA
 - (2) For Shipments equal or to greater than 10,000 pounds, Campbell will reimburse Carrier fuel at a rate equal to 60% % of the TL index per FCA
 - (3) For all intermodal Shipments, regardless of weight, Campbell will reimburse Carrier fuel at a rate equal to equal to the CN-7405
- 2.) No Other fuel surcharge, as may be published or maintained by Carrier may apply

- 3.) For a load to be included during an applicable week, the following must apply: (i) Carrier must have sent Campbell information concerning the actual arrival date and time of the first consignor of the shipment (ii) The actual arrival day and time falls between 0001 Monday and 2359 on Sunday of the week in question and (iii) The 60% of the monthly average FCA cost reported on that previous Monday may apply to all of those loads during the applicable month.
- 4.) When a fuel surcharge is applicable, Campbell will automatically calculate and add a Fuel Surcharge to each individual order
- 5.) The Parties agree that Shipper may elect upon sixty (60) days prior written notice to change the fuel program to include a new fuel surcharge table, or a new method of fuel recovery.

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B-2 Less than Truckload (“LTL”) Accessorial Charges and Fuel Recovery-Canada Domestic

1. Accessorial Charges Included in LTL Tariff Schedule

1. If no rate is specified in this Agreement or Exhibit for any ancillary, auxiliary or accessorial service(s), such service shall be deemed to be included in the applicable base or line haul rate, set forth within this Agreement and Exhibit(s), and no additional charge may be made. The following charges are approved charges which can be applied to the contracted business by and between Shipper and Carrier. These charges apply to all less than truckload shipments, with an origin and destination within Canada. All items noted in this schedule are noted Canadian Dollars (CAD) and will be paid in CAD.

A. Spotting.

1. Carrier will spot trailers at Shipper facilities or the facilities of its consignees in the number necessary to accommodate Shipper's loading and/or unloading requirements.
2. Dropping and spotting of trailers for loading and unloading will be done so at no additional charge. Carrier, at its sole cost and expense, shall have the right to remove any unloaded trailer at any reasonable time upon prior notice to Shipper. Shipper shall have the right to move any trailer on Shipper property and, at its convenience, may load such trailer for transportation by Carrier.
3. Carrier is not permitted to charge Shipper for detention of empty trailers staged at Shipper's drop yards. It is the responsibility of Carrier to manage the number and location of Carrier's trailers.
4. If Carrier is Shipper's primary service provider, as designated by Shipper for spotting and shuttle service at Shipper's designated site(s), provisions for the service, including rates, key performance indicators and unique requirements will be set forth in a separate Statement of Work document to be added as an exhibit to this Agreement (Example: in some cases the rates set forth in this Exhibit may not apply if Carrier is also Shipper's dedicated yard provider).

B. Stop-Off. (Not Applicable to Depot Delivery)

1. Carrier agrees to provide split pick-up or split delivery service involving partial pick-ups at two or more of Shipper's designated facilities, or a partial pick-up at a Shipper's facility and a Shipper's designated facility. When Carrier is required to make additional stops for pick-up and/or delivery other than the origin and destination, the stop-off charge for additional stops will be assessed as stated below:

1st Stop & Any Additional Stops: \$66.67

2. Additional unloads or redirection within a single physical facility to a different dock location are not applicable for stop-off charges. Minimum travel of one mile required to qualify for stop-off charge.

C. Pallet Exchange.

There shall be no charge for pallets exchanged unless specifically agreed to in writing.

D. Detention.

1. Detention applies when Carrier is delayed or detained on the premises of Shipper or consignee for loading or unloading. Shipper agrees to be responsible for detention charges, provided that Carrier arrives at the location of loading or unloading prior to or at the Carrier's scheduled appointment time. Carrier will not be entitled to detention charges when Carrier arrives at the location of loading or unloading after the scheduled appointment time.

2. Detention charges are defined as \$53.33 per every half hour. (where applicable) for a maximum detention charge of \$480. Free Time is defined as less than 2,500 LBS- 30 Minutes, 2,500- 4,999 LBS- 60 Minutes, 5,000-9,999 LBS- 90 minutes, 9,999 and above- 120 minutes.

3. In order for Carrier to seek detention charges Carrier must provide a statement of record that demonstrates the time Carrier checked in and checked out of Shipper's facility. This statement of record depending on facility will either be (1) a 214 status update or (2) a signed BOL annotating the times checked in and out.

E. Warehousing Charges

1. Shipments that cannot be delivered through no fault of the carrier can be subject to applicable storage or detention without power charges. Carrier may invoice \$67 per day, 3 days free. Free time begins on the day following the delivery appointment date or the date of actual delivery, whichever is later. Must notify shipper 24 hours before charges occur.

F. Appointment Charges.

1. There shall be no additional charge to Shipper for scheduling appointments for loading and unloading at the point of origin.

2. If Carrier is required to reschedule an appointment at a consignee where a reschedule fee applies Carrier can invoice Shipper for these charges. Carrier will not be reimbursed for any rescheduling fees without providing proof of charges via a receipt from consignee. In addition, Carrier will not be reimbursed for any rescheduling fees if Carrier is at fault for the original appointment time requiring a reschedule.

G. Temperature Controlled Equipment.

1. The use of temperature-controlled, both reefer and heater, vehicles and trailers is included as a separate linehaul rate.

H. Return of Shipment

1. If an outbound shipment is rejected or refused by a consignee for any reason, Returns will be rated on a shipment pro numbers basis. Parties will work in good faith to determine the appropriate cost of the shipment to return to the Campbell origin destination.

2. If the shipment has not left the carrier origin terminal it will be a \$67 flat fee to return to Campbell origin location.

I. Truck Ordered Not Used.

1. Shipper will compensate Carrier when Shipper cancels the pick-up of a shipment with less than twelve (12) hour notice to Carrier. The charge for Truck Ordered Not Used (TONU) shall not exceed \$200.00 per occurrence.

2. Should Carrier pull equipment without Shipper approval to do so, Carrier will not be authorized to charged TONU. Carrier will only be reimbursed for any detention or layover charges as described in this Exhibit.

J. Sort, Segregate, and Driver Assist

When a driver is required to sort, segregate and/or assist the loading or unloading of freight, Shipper will compensate Carrier for the driver's services up to the amount of \$100.00. Any fee for sort and segregation must be submitted and approved by Shipper or Shipper's agent within 72 hours of delivery in order to receive payment.

K. Lumping Charges.

If Carrier is required to provide fees at either the point of origin or destination for any lumping services Carrier may request for reimbursement of such lumping charges provided that carrier has proof of expenses via a receipt or paid invoice.

L. Team Driver or Expedited Loads

Parties will negotiate in good faith any request of Shipper for expedited or team driver services.

M. Dry Run Charges

If carrier arrives at shipper location, and through no fault of carrier, a load is not available or provided. A flat charge of \$100 may apply.

N. Extreme Length

If a shipment contains shipping unit that exceeds a certain number of feet in length. Carrier may charge shipper the following rate. Less than 18'-No charges, greater than 18' - \$146.70 flat-fee.

O. Hazardous Materials

If a shipment contains the transportation of commodities deemed hazardous. Carrier may charge shipper a \$20 flat fee.

P. Inside Pickup/Delivery

Charges when shipper or consignee requests Carrier to move part or all of a shipment past the are immediately adjacent to the Carrier's trailer. Carrier may charge \$4.67 per CWT, with minimum charge of \$45/shipment.

Q. Liftgate service.

When the use of a liftgate is required. Carrier may charge shipper \$46.67 a shipment. The liftgate requirement must be specified on the BOL.

R. Pickup or delivery on non-business days and hours

If a Pickup on non-business days including weekends and/or holidays and Freight picked up and/or delivered during non-business hours defined outside of 8 AM to 6 PM window. These charges does not include any yard movement necessary, which occurs afterhours. A charge of \$133 an occurrence may apply.

S. Limited Access and/or Residential location.

When the carrier is requested to pick up or deliver goods to construction sites, mine sites, schools, self storage, residential, business and/or conventions. A charge of \$133 per shipment may apply.

Canada Fuel Surcharge Program

- 6.) Present cost per litre will be the Freight Carriers Association of Canada (FCA) domestic diesel fuel monthly average as reported on Monday of each week by the FCA (Freight Carriers Association). The present cost per litre as set by the FCA can be obtained each week on the following website <https://fcafuel.org>
 - (4) For Shipments less than 10,000 pounds, Campbell will reimburse Carrier fuel at a rate equal to 60% of the LTL index per FCA
 - (5) For Shipments equal or to greater than 10,000 pounds, Campbell will reimburse Carrier fuel at a rate equal to 60% % of the TL index per FCA
 - (6) For all intermodal Shipments, regardless of weight, Campbell will reimburse Carrier fuel at a rate equal to equal to the CN-7405
- 7.) No Other fuel surcharge, as may be published or maintained by Carrier may apply
- 8.) For a load to be included during an applicable week, the following must apply: (i) Carrier must have sent Campbell information concerning the actual arrival date and time of the first consignor of the shipment (ii) The actual arrival day and time falls between 0001 Monday and 2359 on Sunday of the week in question and (iii) The 60% of the monthly average FCA cost reported on that previous Monday may apply to all of those loads during the applicable month.
- 9.) When a fuel surcharge is applicable, Campbell will automatically calculate and add a Fuel Surcharge to each individual order
- 10.) The Parties agree that Shipper may elect upon sixty (60) days prior written notice to change the fuel program to include a new fuel surcharge table, or a new method of fuel recovery.

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Exhibit 3
Less-Than-Truckload Addendum

Intentionally Omitted

Exhibit 4

Intermodal Transportation Addendum

1. **Intermodal Transportation Services:** During the term of the Agreement, Broker may perform certain intermodal transportation services (“Intermodal Services”) in accordance with terms of this Intermodal Transportation Addendum. Broker acknowledges and agrees that Shipper makes no minimum commitment of work, time or compensation to Broker hereunder. Shipper will request that Broker provide the Intermodal Services, if at all, only on an as-needed basis, such need to be determined in Shipper’s sole discretion.

(a) **Drayage Agents.** Any reference to “Drayage Agent(s)” shall mean motor carriers which are engaged by Broker pursuant to this Agreement and this Intermodal Transportation Addendum. A Drayage Agent is a motor carrier as that term is defined under the law that delivers and picks up shipments to and from rail ramps or ports. The following provisions shall apply to all Drayage Agents:

- i. Drayage Agents must pick up shipments at the requested time;
- ii. Advance delivery appointments may be necessary;
- iii. Exact schedules must be kept so that delivery appointments are met;
- iv. Drayage Agents, when directed by Shipper, must perform in-transit multiple pickup and/or delivery service;
- v. Drayage Agents’ trailers must be food grade, clean and damage-free; free of odor, debris and insects;
- vi. Drayage Agents must not be involved in any type of garbage or hazardous waste hauling; and
- vii. Drayage Agents shall not co-mingle other products on the same trailer with Shipper’s products.

(b) **Broker’s Coordination / Relationship with Drayage Agents; Railroads.**

- i. For all Intermodal Services hereunder, Broker shall contract directly with Drayage Agents and railroads. For purposes of the Agreement and this Intermodal Transportation Addendum, Drayage Agents and railroads shall be considered subcontractors of Broker. Broker shall require that Drayage Agents shall be jointly and severally liable as an interstate motor carrier, to the fullest extent provided by 49 U.S.C. §14706, and that railroads shall be liable for Intermodal Services entrusted to them to the fullest extent of 49 U.S.C. §14706.
- ii. Broker shall notify Shipper promptly by telephone and followed up in writing when it discovers that it will not be able to deliver a shipment due to accident, damage, theft or any other cause, or that there will be a substantial delay. Broker does not guarantee the delivery date or time of any given shipment.
- iii. Broker agrees to provide coordination with all trailer leasing companies and any other equipment suppliers to ensure an adequate supply of equipment to meet Shipper’s needs hereunder, subject to Shipper’s approval. Broker shall engage Drayage Agents who maintain clean and sanitary equipment that is suitable for the transportation of Shipper’s products. Broker shall have available, at all times during the term of the Agreement, Drayage Agents with sufficient motor vehicle trucks of ample capacity to handle cargo as requested by Shipper.

- iv. Broker, at its sole cost and expense, shall procure and maintain all licenses and permits and pay all charges and fees required by local, state or federal authorities with respect to the transportation and related services rendered hereunder and shall comply with all applicable laws and regulations pertaining to such transportation and services.
 - v. Broker recognizes Shipper's need for equipment suitable for the transportation of food and related articles for the manufacturing and packaging of food products and hereby agrees that neither the Broker nor any subsidiary, affiliate, subcontractor, representative or other agent will use equipment previously used for the transportation of any refuse or waste material.
 - vi. Neither Shipper's name nor any of its trademarks shall be painted or placed on the exterior of any tractors, trailers or vehicles used in connection with the Intermodal Services without the written consent of Shipper.
- (c) No minimum requests. Shipper shall have no obligation to request any Intermodal Services from Broker under this Intermodal Transportation Addendum. Nothing in this Intermodal Transportation Addendum shall prohibit, restrict or restrain Shipper at any time from contracting with anyone else to provide for intermodal transportation services.

2. **Shipper's Obligations:** Provided that Broker fully performs its obligations as described hereunder, Shipper will pay to Broker (a) the applicable rate set forth in the attachment to Exhibit 7 for the Intermodal Services, and (b) if applicable, the fuel surcharge set forth in Exhibit 2.

3. **Broker's Representations and Warranties:** Broker represents and warrants that:

- (a) Broker has the requisite skills and experience to perform the Intermodal Services and all such Intermodal Services shall be performed in a professional and workmanlike manner by qualified personnel;
- (b) Broker is free to enter into this Intermodal Transportation Addendum and to fully perform its obligations hereunder;
- (c) Broker shall comply with all laws, rules and regulations of any duly constituted governmental authority affecting the performance of the Intermodal Services to be rendered hereunder including, without limitation, those regarding business permits and licenses;
- (d) Broker has and shall maintain during the term of the Agreement all licenses, certificates, registrations, stickers and permits required by any applicable governmental agency for the Intermodal Services;
- (e) Broker shall contractually require that all Drayage Agents shall be properly trained and licensed, competent and fully informed concerning their duties, responsibilities and obligations pursuant to this Intermodal Transportation Addendum, and shall perform same in a professional and workmanlike manner at all times; and
- (f) Broker shall perform its services in a diligent and commercially reasonable manner.
- (g) Broker itself shall contractually require Drayage Agents to maintain liability insurance covering any and all claims, damages, and, at its sole cost and expense, insurance coverage with insurance companies that satisfactorily meet Shipper's Insurance requirements outlined in Section 10 of the hereto for Motor Broker Agreement.

4. **Subcontractors:** Except to the extent expressly permitted under this Intermodal Transportation Addendum, Broker shall not subcontract any of its duties or retain third parties to furnish services to it, in

connection with Broker's performance of this Intermodal Transportation Addendum without the express prior written consent of Shipper. In the event Broker is permitted to subcontract any of its obligations pursuant to this Section 4, Broker will remain primarily liable for the performance of the Intermodal Services hereunder and will require that such subcontractors comply with each of the terms and conditions of this Intermodal Transportation Addendum. Broker will indemnify, defend, and hold Shipper and its affiliates (and their officers, directors, employees and agents) harmless against any and all non-cargo related costs, losses, damages or expenses (including reasonable attorney's fees) that any of them may incur or be subjected to by reason of any third party claim, demand or suit arising out of any subcontractor's performance of the Intermodal Services.

5. Independent Contractor Status: Broker shall perform the services under this Addendum as an independent contractor, and not as Shipper's agent, and shall have exclusive control and direction of the entities (including the Drayage Agents and Railroads) and persons operating the equipment or otherwise engaged in such transportation services. Shipper Agent assumes full responsibility for the acts and omissions (including liability for personal injury and property damage caused by such entities or persons) of such entities (including the Drayage Agents and Railroads) and persons and shall have exclusive liability for the payment of local, state and federal payroll taxes or contributions or taxes for unemployment insurance, worker's compensation, old age pensions or other social security and related protection with respect to the persons engaged in the performance of the services, and agrees to comply with all applicable rules and regulations pertaining thereto.

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Exhibit 5

Transportation Operating Procedures

1. Base Requirements

General. Broker agrees to pick-up, transport, deliver and provide all transportation and transportation-related services as Shipper shall require for all quantities of freight as Shipper may offer Broker. Further, Broker is responsible for loading and unloading shipments in accordance with the requirements set for this in these Exhibit(s) which are located at the following link: [Supplier Requirements - The Campbell's Company Supplier Requirements - The Campbell's Company](#)

Equipment. Broker shall provide all equipment and incidentals, including specialized equipment (e.g., refrigerated trailers) as required, fuel, , and make all such arrangements as it deems necessary to safely and efficiently provide transportation and transportation-related services for Shipper. All such equipment and labor (e.g., drivers) shall be dedicated to Shipper's exclusive use while transporting freight tendered by Shipper, except for Less than Truckload (“LTL”) or pool shipments.

Shipments. This Agreement applies to all commodities tendered by Shipper for transportation by Broker, including, without limitation, food ingredients, food products and other commodities or equipment, machinery and equipment for production, whether new or used, including commodities the transportation of which is not subject to the jurisdiction of the Surface Transportation Board (STB) or the FMCSA (colloquially referred to as “exempt commodities”).

Delivery. Broker will transport all shipments tendered pursuant to this Agreement to the specified consignee(s) at the specified destination and at the specified time, or if no time has been specified, then within a reasonable time. Shipper and Broker both understand and agree that time is of the essence in this Agreement, and that due to varying geographical origins and the need for expeditious transportation, Broker will commence performance under this Agreement immediately following the oral or electronic tender of a shipment to Broker by Shipper. Broker will transmit to Shipper via Electronic Data Interchange (“EDI”), or other means as directed in the Shipper’s Load and Broker’s Count Addendum.

2. Returns and Over or Refused Product:

All refused product must be reported to Shipper for disposition by telephone or e-mail. Shipper will continue to escalate means of communication in a reasonable manner through Shipper’s appropriate operations contacts. Shipper will provide written instructions for disposition of the product, including an authorization number, by e-mail or other means.

Broker must follow the disposition instructions. If Broker encounters problems returning the product as instructed, Broker must advise Shipper so that alternate arrangements can be made. Broker will be liable for any unauthorized diversion or destruction of the product.

If Shipper instructs Broker to take the product to a food bank or other donation centers, Shipper will specify destination and contact. Broker must strictly follow the disposition instructions to deliver the refused product to that particular food bank / donation center and must obtain a signed delivery receipt, which delivery for purposes of determining charges shall be deemed a diversion of route or change in address.

Broker is responsible for recording and retaining all authorization numbers (return authorizations and authorizations to dump or destroy) given by Shipper.

Returns must be authorized by Shipper, or freight charges will not be paid.

When returning product to Shipper, Broker will:

- Maintain the identity and integrity of each individual return authorization (RA). If Broker takes possession of return product that is already stretch wrapped, it will not break down the pallet. When possible, Broker

will stretch wrap product for different RA's separately, with the RA number attached on the pallet, segregated enough so that it can be recognized as a distinct lot or product type associated with each respective RA number;

- Return RA's only to the location specified on the RA;
- Attach the correct RA number on each stretch wrapped pallet of product, and attach the RA or attach a carrier Bill of Lading with the corresponding RA number noted;
- Obtain the stamp/signature of Shipper's receiving facility;
- Return product as soon as practical within Broker's schedule, and in any event, within six business days from the date of the return authorization, or if they were not the original Broker, within six business days of receiving the product;
- Failure to return the product within six business days will result in Broker's liability for the shipment.

Broker will not be responsible for code dates, as long as it returns the product to Shipper within six business days of the date that Broker took possession of the product. After six days, Broker will be responsible for the product only if that product became unsaleable due to late return.

3. Electronic Data Interchange.

Shipper requires applicable Brokers to interface with Shipper's load planning service or such other dispatching party of Shipper (as notified to Broker by Shipper) within 30 days of executing this Agreement. Broker will interface with Shipper's load planning service or such other dispatching party via Electronic Data Interchange (EDI) or via the Web access.

Shipper requires Broker to supply information pertaining to the following:

- a.) Tender of Load
- b.) Acceptance of Load
- c.) Confirmation of Pick-up – including “in-gate” and “out-gate” times
- d.) In-transit positioning – at hourly frequency
- e.) Confirmation of Delivery – including “in-gate” and “out-gate” time.
- f.) Final Shipment Status
- g.) Late reason codes

Broker will receive a load tender manually (including via email, facsimile, telephone or other verbal communication) or via EDI or Web. Broker is required to respond to Shipper's load planning service or such other dispatching party within 90 minutes when tendered a load via EDI with an “accept” or “decline” notification. Broker is required to respond to Shipper's load planning service or such other dispatching party within 60 minutes when tendered a load via Web access with an “accept” or “decline” notification. Broker is required to respond to Shipper's load planning service or such other dispatching party within a reasonable period of time when tendered a load manually. Shipper may, in its discretion, allow late acceptance if expressly consented to by Shipper under the particular circumstances. Shipper shall have no liability or obligation to any Broker that attempts to accept a shipment at the origin address without previously delivering a formal acceptance to Shipper as provided above.

Broker is required to supply a Confirmation of Pick-up and a Confirmation of Delivery, including, in each case, “in-gate” and “out-gate” times. Accurate reporting of “in-gate” and “out-gate” times are used as the basis for detention charge validation. Where Confirmation of Pick-up or Confirmation of Delivery are after the scheduled appointment time, a late reason code is also to be provided.

4. Sanitation and Operations Policies

An integral part of Shipper's process is to ship the products in transportation equipment that is clean, uncontaminated and in good repair.

All equipment must be thoroughly cleaned prior to loading (i.e., washed, swept, or blown out) and maintained in accordance with Shipper's Sanitation and Operations Policies. Any transport equipment that is not cleaned upon

loading will be subject to rejection along with its contents. Shipper will not be liable for any charges pertaining to or arising out of Shipper's rejection of equipment for Broker's failure to comply with the foregoing.

The following sets forth the guidelines to which Broker must adhere when transporting Shipper's food products:

Trailers must be clean and free of:

- Pest infestation
- Debris and filth
- Dunnage materials, i.e. pallets (not needed in the transport of the shipment of record) except load bars or other load securing devices
- Visible mold
- Undesirable odors
- Toxic chemical residues
- Contamination or adulteration in any form
- Interior must be free from any structural defects.
- Doors must have tight seals to prohibit the entry of foreign bodies or substances in transit.
- Protrusions such as nails, which may cause physical damage to product must be removed by the driver prior to trailers being spotted for loading.
- The refrigeration equipment of a trailer must be in good operating condition in order to maintain the temperature range required.
- The trailer's exterior cannot display any hazardous material placards while transporting Shipper's product unless required by (i) the Hazardous Materials Transportation Act of 1975 (HMTA) as amended or (ii) the Transportation of Dangerous Goods Act 1992 (Canada) as amended and as may be amended in future, and applicable provincial dangerous goods transportation laws.

Shipper's plants, co-packers and warehouses have instructions to reject any trailer that does not meet the guidelines outlined above.

The transporting of any garbage or contaminants **is not permitted** on any trailer supplied to Shipper or any of Shipper's suppliers. Any Broker that Shipper determines has transported garbage or contaminants on a trailer supplied to Shipper or Shipper's customers shall be subject to immediate removal as an authorized Broker of Shipper.

5. Campbell Seal Policy and Security Requirements

At origin, all loaded transport equipment must have numbered security seals on all doors, hatches and openings. Seal numbers must be recorded on the Bill of Lading and match the seals on the transport equipment. Shipments received with broken, missing, unreadable, or non-matching seal numbers (e.g., when compared to those recorded on the shipment's Bill of Lading) may be rejected and in such event Broker shall be liable to Shipper as if there had been a total loss of shipment.

At destination, drivers must "check-in" upon arrival at Shipper's or consignee's designated facility. The designated facility's personnel will review and verify the shipment's documentation and driver's credentials. The seal may be broken only after it has been examined and verified by a representative of Shipper's or consignee's designated facility. In the event that an original security seal is broken by a regulatory person (e.g., scale personnel, police, border personnel, etc.), a replacement security seal must be placed on the door, hatch, or opening that had been originally sealed. In addition, the circumstances pertaining to the seal removal and the replacement of a new seal must be documented on the Bill of Lading along with the regulatory person's name and identification or badge number. The original broken seal must be retained and provided to Shipper or Shipper's designated facility's receiving personnel to compare against the Bill of Lading's recorded information. Shipments received with broken, missing, unreadable, or non-matching seal numbers (e.g., when compared to those recorded on the shipment's Bill of Lading) may be rejected and in such event Broker shall be liable to Shipper as if there had been a total loss of shipment.

Upon the breaking of the seal by any regulatory personnel, the driver must request that the regulatory person return the broken seal and such seal must be retained and provided to Shipper or Shipper's designated facility's receiving

personnel to compare against the Bill of Lading's recorded information. If, however, the regulatory person refuses to return the broken seal to the driver, then the driver shall note all relevant facts on the shipment's documentation (e.g., time, location, identification of regulatory person, etc.) and make reasonable efforts to have the regulatory person initial, stamp or provide some other form of written acknowledgement of such notations.

Equipment used for transport of LTL, partial loads or courier services must be kept secure during transit to Shipper's or consignee's designated facility by locks or by locking. Broker should take necessary steps to enable the designated facility's personnel, upon delivery of the shipment, to inspect the shipment's physical integrity including, but not limited to, counting cases, counting of pallets, recording on the shipment's Bill of Lading the number and types of damaged and/or missing items. In addition to any notations indicated on the Bill of Lading or delivery receipt, the designated facility's personnel may take pictures or video tapings of the condition of the items to verify the item's condition including, but not limited to, the trailer and other equipment used to make the delivery of the items.

In the event shipments containing contents to be delivered to Shipper's designated facility are lost or stolen, Shipper must be notified immediately, and Broker shall be liable to Shipper for all costs, loss and damage on such lost or stolen shipments.

Within the limits of applicable law, criminal background checks must be performed on all permanent and contract Broker employees, including drivers. Except to the extent prohibited by applicable law, Broker shall carefully interview, screen, and check the references of all prospective employees who may be assigned to perform services and all current employees who will perform services. Broker shall also conduct criminal background checks on all persons who will perform services. Broker shall not assign any person if he or she poses a risk to anyone's health, safety or welfare or has been convicted of an offense within the last ten (10) years which directly relates to the nature of the services and for which a pardon has not been granted. Shipper may, if permitted by law, but is not obligated to, interview any Broker employee assigned to perform services, and may reject the assignment of any such person on reasonable grounds.

Shipper, on occasion, may tender to Broker, certain high-value products for transportation, and Shipper will notify Broker in writing if any shipment consists of high-value products subject to this clause. Broker hereby agrees that it will provide special security for high-value products to reduce the risk of theft and pilferage. Shipper shall notify Broker prior to Broker's acceptance of said products of the value of said products. Broker also agrees that the special security services described hereinafter are of the essence of this Agreement and that failure to provide said services will be deemed a material deviation from the Agreement. The special security services to be provided by Broker are as follows:

- (1) To secure all access doors on trailers with a high tensile steel bolt locks or bolt seals.
- (2) To store all shipments in a fenced-in, restricted and secured access guarded area when being held or stored for four hours or more.
- (3) To store products inside a secure building and use outside storage only as a last resort.
- (4) Storage, loading and unloading areas must be under constant CCTV coverage capable of recording the identity of all individuals accessing the area where Shipper's products are present.
- (5) When said shipments are not on Broker's premises, Broker shall employ similar security measures to the best of its ability and shall not permit said shipments to be unattended by Broker's drivers unless the vehicle is parked in a high-security area.
- (6) When Broker drops a trailer and detaches the tractor, a "fifth wheel lock" shall be applied to prevent the trailer's theft.

6. Trailer Interchange

This Transportation Operating Procedures Exhibit sets forth the parties' understanding regarding the allocation of responsibility for repairs and liability in the event of damage to trailers and/or tractors hauled by or driven by Broker that are owned or leased by Shipper or damage to trailers and/or tractors hauled by or driven by Shipper that are owned or leased by Broker. The parties have agreed as follows:

1. If damage to any trailer or tractor occurs as a result of the condition of maintenance of such trailer or tractor, then the owner or lessee, as the case may be, of such trailer/tractor shall be responsible for the repairs thereto and shall pay all costs and expenses related to such repairs.
2. If damage to any trailer/tractor occurs while it is in the custody or control of Broker (and such damage is not the result of negligence by Shipper or its agents' or employees' negligence), then Broker shall be responsible for repairs, shall pay all costs and expenses related to such repairs, and may look to its consignee or customer directly for any reimbursement thereof.
3. If damage to any trailer/tractor occurs as a result of the negligence of Broker, its employees or agents, then Broker shall be responsible for repairs and shall pay all costs and expenses related to such repairs.
4. If damage to any trailer/tractor occurs while it is in the custody or control of Shipper (and such damage is not the result of negligence by Shipper or its agents' or employees' negligence), then Broker shall be responsible for repairs, shall pay all costs and expenses related to such repairs, and may look to its consignee or customer directly for any reimbursement thereof.
5. If damage to any trailer/tractor occurs as a result of the negligence of Shipper, its employees or agents, then Shipper shall be responsible for repairs and shall pay all costs and expenses related to such repairs.

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Exhibit 7
Line Haul Base Rates

The attachments to this Exhibit 7 set forth line haul base rates for the Campbell's Company and the affiliates.

In the event that there is no rate supplied in the Exhibits hereto from consignee's location/address to Shipper's origin address, then the rate to be paid by Shipper (1) for the return of the shipment shall be the same as the rate used to transport the shipment to the consignee, and (2) for all other shipments with no rate supplied, the rate to be paid by the Shipper shall be the rate for said service shown on the next most distant point in the Exhibits hereto.

The rates set forth in this Exhibit 7 and its attachments shall be in effect for one year following the Effective Date of the Agreement between the parties to which this is an Exhibit. If the parties do not agree in writing to new or different rates to go into effect after the end of the initial one-year period or any renewal period, then the rates then in effect shall continue to be in effect until further written agreement of the parties or until Carrier provides Shipper 60 days written notice of new or different rates for shipments covered by this Exhibit 7, after which time such rates shall apply to any further shipments tendered by Shipper to Carrier governed by this Exhibit 7.

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